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As filed with the Securities and Exchange Commission on February 26, 2018

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

**FORM 20-F**

(Mark One)

**REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR 12(g) OF THE SECURITIES EXCHANGE ACT OF 1934**

**OR**

**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2017

**OR**

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

**OR**

**SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of event requiring this shell company report . . . . .

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number: 001-08382

**AKTIEBOLAGET SVENSK EXPORTKREDIT**

(Exact name of Registrant as specified in its charter)

**(SWEDISH EXPORT CREDIT CORPORATION)**

(Translation of Registrant's name into English)

**Kingdom of Sweden**

(Jurisdiction of incorporation or organization)

**Klarabergsviadukten 61-63, Stockholm, Sweden**

(Address of principal executive offices)

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(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)

Securities registered or to be registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Name of each exchange on which registered</u>
ELEMENTS <sup>SM</sup> Linked to the SPECTRUM Large Cap U.S. Sector Momentum Index developed by BNP Paribas due August 8, 2022	NYSE ARCA, Inc.
ELEMENTS <sup>SM</sup> Linked to the Rogers International Commodity Index® — Agriculture Total Return <sup>SM</sup> due October 24, 2022	NYSE ARCA, Inc.
ELEMENTS <sup>SM</sup> Linked to the Rogers International Commodity Index® — Energy Total Return <sup>SM</sup> due October 24, 2022	NYSE ARCA, Inc.
ELEMENTS <sup>SM</sup> Linked to the Rogers International Commodity Index® — Metals Total Return <sup>SM</sup> due October 24, 2022	NYSE ARCA, Inc.

ELEMENTS<sup>SM</sup> Linked to the Rogers  
International Commodity Index® — Total  
Return<sup>SM</sup> due October 24, 2022 NYSE ARCA, Inc.

ELEMENTS<sup>SM</sup> Linked to the MLCX  
Biofuels Index (Exchange Series) — Total  
Return due February 13, 2023 NYSE ARCA, Inc.

ELEMENTS<sup>SM</sup> Linked to the MLCX Grains  
Index — Total Return due February 14, 2023 NYSE ARCA, Inc.

Securities registered or to be registered pursuant to Section 12(g) of the Act:

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**None**  
(Title of Class)

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Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act:

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**Debt Securities**  
(Title of Class)

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Indicate the number of shares outstanding of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report:

Shares 3,990,000

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Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes  No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

Yes  No

Note — Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 from their obligations under those Sections.

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days:

Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer  Accelerated filer  Non-accelerated filer  Emerging growth company

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP  International Financial Reporting Standards as issued by the International Accounting Standards Board  Other

If "Other" has been checked in response to the previous question indicate by check mark which financial statement item the registrant has elected to follow.

Item 17  Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes  No

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**(APPLICABLE ONLY TO ISSUERS INVOLVED IN BANKRUPTCY PROCEEDINGS DURING THE PAST FIVE YEARS)**

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Sections 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court.

Yes  No

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### **INTRODUCTORY NOTES**

In this annual report on Form 20-F (the “annual report”), unless otherwise specified, all amounts are expressed in Swedish kronor (“Skr”). See Item 3, “Key Information,” for a description of historical exchange rates and other matters relating to the Swedish kronor.

In this annual report, unless otherwise indicated, all descriptions and financial information relate to the consolidated group consisting of Aktiebolaget Svensk Exportkredit (publ), (Swedish Export Credit Corporation) (the “Parent Company”), including the Swedish system for officially supported export credits (the “CIRR-system”), which is described herein, and the Parent Company’s wholly owned subsidiary Venantius AB (and its wholly-owned subsidiary VF Finans AB) (the “Subsidiaries” and together with the Parent Company, “SEK,” the “Consolidated Group” or the “Group”). Venantius AB is no longer engaged in any active business; Venantius AB together with its wholly owned subsidiary is being wound down.

The Consolidated Financial Statements of SEK included in Item 18 (the “Consolidated Financial Statements”) comprise the financial statements of the Parent Company and the Subsidiaries. In certain cases, comparable figures for earlier financial periods are reported in parentheses after the relevant figure for the current period. For example, “(2016: Skr 10 million)” means that the relevant figure for 2016, or as of December 31, 2016, as the context requires, was Skr 10 million.

The Parent Company is a “public limited liability company” within the meaning of the Swedish Companies Act (2005:551). A Swedish limited liability company, even if its shares are not listed on an exchange and are not publicly traded, may choose to declare itself a “public limited liability company”. Only public limited liability companies are allowed to raise funds from the public through the issuance of debt instruments. A public limited liability company is required to add the notation “publ” to its name, unless it is evident from the company’s name that the company is a public limited liability company.

Additional information about SEK, including investor presentations and the Annual Report for the financial year of 2017, is available at [www.sek.se/en/investor-relations](http://www.sek.se/en/investor-relations). Information available on or accessible through SEK’s website is not incorporated herein by reference.

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### **FORWARD-LOOKING STATEMENTS**

This annual report contains forward-looking statements. SEK has based these forward-looking statements on its current expectations and projections about future events. These statements include but are not limited to:

- statements regarding financial projections and estimates and their underlying assumptions;
- statements regarding plans, objectives and expectations relating to future operations and services;
- statements regarding the impact of regulatory initiatives on SEK's operations;
- statements regarding general industry and macroeconomic growth rates and SEK's performance relative to them; and
- statements regarding future performance.

Forward-looking statements are generally identified by the words "expect", "anticipate", "believe", "intend", "estimate", "should", and similar expressions.

Forward-looking statements are based on current plans, estimates and projections, and therefore readers should not place undue reliance on them. Forward-looking statements speak only as of the date they are made, and SEK undertakes no obligation to update any forward-looking statement in light of new information or future events, although SEK intends to continue to meet its ongoing disclosure obligations under the U.S. securities laws (such as the obligations to file annual reports on Form 20-F and reports on Form 6-K) and under other applicable laws. Forward-looking statements involve inherent risks and uncertainties, most of which are difficult to predict and generally beyond SEK's control. Readers are cautioned that a number of important factors could cause actual results or outcomes to differ materially from those expressed in, or implied by, forward-looking statements. These factors include, among others, the following:

- disruptions in the financial markets or economic recessions, including as a result of geopolitical instability, may have an adverse effect on SEK's financial performance;
- disruptions in the financial markets or economic recessions may negatively affect the credit quality of borrowers and cause risk to other counterparties, which may cause SEK to incur credit losses or affect the value of its assets;
- reduced access to international capital markets for the financing of SEK's operations, or less favorable financing terms, may negatively impact SEK's profitability and its ability to fulfill its obligations;
- changes in laws, regulations or accounting standards may adversely affect SEK's business;
- SEK may experience negative changes in the value of its assets or liabilities and may incur other losses related to volatile and illiquid market conditions;
- SEK's hedging strategies may not prevent losses;
- fluctuations in foreign currency exchange rates could harm SEK's business;
- increasing competition may adversely affect SEK's income and business;
- SEK is exposed to significant operational risk;
- risk related to financial reporting and other deficiencies in internal control over financial reporting and disclosure processes could result in regulatory action, legal liability and damage to the Group's reputation;
- developments in emerging market countries may adversely affect the Group's business; and
- negative interest rates may have an impact on SEK's profitability.

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### **PART I**

#### **ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISORS**

Not required as this 20-F is filed as an Annual Report.

#### **ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE**

Not required as this 20-F is filed as an Annual Report.

#### **ITEM 3. KEY INFORMATION**

##### **A Selected Financial Data**

The following selected consolidated financial data should be read in conjunction with the Consolidated Financial Statements and related notes. The Consolidated Statement of Comprehensive Income data for the years ended December 31, 2017, 2016, 2015, 2014 and 2013 and the Consolidated Statement of Financial Position data as of December 31, 2017, 2016, 2015, 2014 and 2013 have been derived from SEK's Consolidated Financial Statements prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standard Board (IASB) (herein "IFRS").

While complying with IFRS, SEK also complies with the additional requirements of the Swedish Annual Accounts Act for Credit Institutions and Securities Companies (1995:1559) (ÅRKL), the Recommendation RFR1 Supplementary Accounting Principles for Groups, issued by the Swedish Financial Reporting Board (RFR), and the accounting regulations of Finansinspektionen (the Swedish FSA) (FFFS 2008:25).

The following information should be read in conjunction with the more detailed discussion contained in Item 5 "Operating and Financial Review and Prospects".

<b>(In Skr mn, unless otherwise stated)</b>	<b>Year Ended December 31,</b>				
	<b>2017</b>	<b>2016</b>	<b>2015</b>	<b>2014</b>	<b>2013</b>
Net interest revenues	1,683	1,747	1,662	1,578	1,555
Operating income	1,553	1,608	2,056	2,078	1,958
Operating profit	1,007	1,002	1,535	1,629	1,408
Net profit (after taxes)	772	780	1,187	1,260	1,090
Dividend per share (Skr)	58.05(A)	58.65	89.22	94.74	81.96
Total comprehensive income	672	664	1,049	1,494	823
Ratios of earnings to fixed charges (B)	1.46	1.70	2.31	1.74	1.54

(A) The dividend for the year ended December 31, 2017 is to be proposed to the Annual General Meeting, which will be held on April 24, 2018, and is subject to approval at that meeting.

(B) For the purpose of calculating ratios of earnings to fixed charges, earnings consist of net profit for the year, plus taxes and fixed charges. Fixed charges consist of SEK's interest expenses, including borrowing costs. See also Exhibit 7.1 Statement of Ratios of Earnings to Fixed Charges.

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### CONSOLIDATED STATEMENT OF FINANCIAL POSITION DATA

(In Skr mn, unless otherwise stated)	Year Ended December 31,				
	2017	2016	2015	2014	2013
Total loans outstanding (C)	195,120	208,700	205,097	218,222	201,477
Total assets	264,392	299,442	280,411	325,166	306,554
Total debt	226,873	255,214	235,644	284,137	270,822
of which subordinated	2,040	2,266	2,088	1,945	1,607
Equity	17,574	17,136	16,828	16,157	14,990
of which share capital	3,990	3,990	3,990	3,990	3,990
Number of shares	3,990,000	3,990,000	3,990,000	3,990,000	3,990,000
Total liabilities and equity	264,392	299,442	280,411	325,166	306,554

(C) Loans outstanding consist of loans due from commercial and financial institutions including loans in the form of interest-bearing securities. Certain deposits with banks and states are not a part of total loans, although they are included in the items Loans to Credit Institutions and Loans to the Public in the Consolidated Statement of Financial Position. For a reconciliation of loans outstanding, see Note 11 to the Consolidated Financial Statements.

### B Foreign Exchange rates

The Group's presentation currency is the Swedish kronor. The following tables set forth, for the periods and dates indicated, information concerning the noon buying rates for cable transfers in Swedish kronor, expressed in Skr per \$1.00, as certified for customs purposes by the Federal Reserve Bank of New York.

Calendar Year	High	Low	Average (A)	Period End
2017	9.1970	7.9331	8.4872	8.1950
2016	9.3909	7.9202	8.5571	9.0698
2015	8.8390	7.8117	8.4477	8.3524
2014	7.8117	6.3392	6.9339	7.8117
2013	6.8360	6.2940	6.5221	6.5084

(A) The average of the exchange rates on the last day of each month during the period.

Calendar Month 2017	High	Low
September	8.1797	7.9388
October	8.3746	8.0502
November	8.4819	8.2860
December	8.4963	8.1950

  

Calendar Month 2018	High	Low
January	8.2496	7.8403
February 1st until February 16	8.1225	7.8588

The noon buying rate on February 16, 2018 was \$1.00 = Skr 7.9440

No representation is made that Swedish krona amounts have been, could have been or could be converted into U.S. dollars at the foregoing rates on any of the dates indicated.

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### **C Risk Factors**

The following discussion provides a description of the most significant risk factors that could affect SEK's businesses, results of operations and financial condition and could cause SEK's results to differ materially from those expressed in public statements or documents. Some of these risk factors, many of which are outside the Group's control, are inherent in the financial services industry and others are more specific to SEK's own businesses. There are also other factors beyond those discussed below or elsewhere in this Annual Report on Form 20-F, that could affect SEK's businesses, results of operations and financial condition and, therefore, the risk factors below should not be considered a complete list of all potential risks that SEK may face.

#### **Disruptions in the financial markets or economic recessions, including as a result of geopolitical instability, may have an adverse effect on SEK's financial performance.**

SEK's business and earnings are affected by general business, economic and market conditions, especially within Sweden and Europe. Uncertainties remain concerning the outlook and the future economic environment related to recent events in those regions, such as a continuing weak economic outlook in certain European countries and the uncertainty surrounding the economic effect of the United Kingdom (the "UK") submitting formal notification under Article 50 of the Lisbon Treaty to the European Council of the intention of the UK to withdraw its membership in the European Union (commonly referred to as "Brexit"). Furthermore, political uncertainty related to the impact of the US presidential administration, including on free trade agreements between the US and other countries, could have a negative impact on SEK's business and earnings.

Additionally, even in the absence of slow economic growth or recessions, other economic circumstances — including, but not limited to, volatility in energy prices, contractions in infrastructure spending, fluctuations in market interest or exchange rates, and concerns over the financial health of sovereign governments and their instrumentalities — may have negative consequences for the companies and industries that the Group provides financing to (as well as the financial condition of SEK's financial counterparties) and could, in addition to the other factors cited above, have material adverse effects on the Group's business prospects, financial condition or ability to fulfill its debt obligations.

#### **Disruptions in the financial markets or economic recessions may negatively affect the credit quality of borrowers and cause risk to other counterparties, which may cause SEK to incur credit losses or affect the value of its assets.**

Risks arising from the credit quality of borrowers and counterparties and the recoverability of loans and amounts due from counterparties in derivative transactions are inherent in SEK's businesses. Consequently, SEK may incur credit losses or delinquency in debt repayments even in normal economic circumstances. Financial market disruptions or economic recessions may further affect SEK's customers and counterparties, negatively affecting their ability to fulfill their obligations. Market and economic disruptions may affect, among other things, business and consumer spending, bankruptcy rates and asset prices, creating a greater likelihood of impact on an increased number of SEK's customers' or counterparties' credit demand or that they may become delinquent in their loans or other obligations to SEK. For example, following the financial crisis, SEK was forced to write down the value of some of its assets as a result of disruptions in the financial markets. Such disruptions may affect the recoverability and value of SEK's assets and may necessitate an increase in SEK's provisions for delinquent and defaulted debt and other provisions, which could in turn have a material adverse effect on SEK's business and/or its ability to repay its debts.

#### **Reduced access to international capital markets for the financing of SEK's operations, or less favorable financing terms, may negatively impact SEK's profitability and its ability to fulfill its obligations.**

In order to finance its operations, SEK is dependent on the international capital markets, where it competes with other issuers to obtain financing. Although SEK has been able to successfully finance its operations to date, factors outside SEK's control may have material adverse effects on the Group's continued ability to obtain such

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financing or could cause the cost of such financing to increase. In addition, much of SEK's new lending during 2017 was concentrated in Asia, so financial market performance, geopolitical instability and other similar factors in Asia might adversely affect SEK's continued ability to obtain financing. For example, liquidity investments declined in 2017 when strong performance by the Japanese stock market caused substantial early redemptions of structured debt that SEK issued in Japan.

A key factor affecting the cost and availability of financing is SEK's credit rating. Although the Group currently has favorable credit ratings from various credit rating agencies, those credit ratings depend on many factors, some of which are outside of SEK's control. Significant factors in determining SEK's credit ratings or that otherwise could affect its ability to raise financing include its ownership structure, asset quality, liquidity profile, short- and long-term financial prospects, risk exposures, capital ratios, and prudential measures, as well as government support and SEK's public policy role. Notwithstanding regular confirmation from SEK's owner (the Swedish State) of its continued support for SEK's current public policy role, there is a risk that this view could change in the future. For example, similar export institutions in the Nordic region have recently experienced dramatic changes in their respective government's definitions of their public policy role. Deterioration in any one of these factors or in any combination of these factors may lead rating agencies to downgrade SEK's credit ratings. If the Group were to experience a downgrade in its credit ratings, it would likely become necessary to offer increased interest margins in the capital markets in order to obtain financing, which would likely substantially lower the Group's profit margins and earnings, harm its overall liquidity and negatively affect its business and its ability to fulfill its obligations.

### **Changes in laws, regulations or accounting standards may adversely affect SEK's business.**

SEK's business is subject to regulation and regulatory oversight. Any significant regulatory development could affect the manner in which SEK conducts its business and SEK's results of operations. SEK continues to monitor new local, regional and international regulations in an effort to remain compliant with the governing law. Changes to existing laws, or the interpretation or enforcement of laws, may directly impact SEK's business, results of operations and financial condition.

In particular, SEK is subject to financial services laws, regulations, administrative actions and policies in each location in which it operates. Financial regulators around the world have responded to the recent crisis by proposing significant changes to the regulatory regime applicable to financial service companies such as SEK. Changes to the current system of supervision and regulation, or any failure to comply with applicable rules (and particularly those in Sweden), could materially and adversely affect SEK's business, financial condition or results of operation and/or ability to repay its debt. For example, in 2017, the Swedish FSA required most financial institutions in Sweden, including SEK, to pay a higher resolution fee to a fund to support the recovery of credit institutions, which adversely affected SEK's results of operations.

The European Bank Recovery and Resolution Directive (the "BRRD") provides an EU-wide framework for the recovery and resolution of credit institutions and investment firms, their subsidiaries and certain holding companies. In Sweden, the requirements of the BRRD generally were implemented into Swedish law by the Resolution Act 2016 (as amended, the "Resolution Act") as of February 1, 2016. In accordance with the BRRD, SEK is subject to a minimum requirement for own funds and eligible liabilities, which is a parallel requirement to the CRR. SEK is currently in compliance with the minimum requirement for own funds and eligible liabilities determined for it by the national resolution authority, which in Sweden is the Riksgäldskontoret (the Swedish National Debt Office), but if SEK does not comply in the future, the Swedish National Debt Office may require SEK to fulfill the requirements by issuing capital that is subordinated to SEK's outstanding senior debt. SEK may experience difficulties in issuing this subordinated debt or the interest rate on this subordinated debt may be considerably higher than on senior securities issued, which would negatively impact SEK's profitability. For more information, see Item 4 "Information on the Group and the Parent Company–B. Business Overview–Swedish Government Supervision–Supervisory Authorities".

The Resolution Act confers substantial powers on the Swedish National Debt Office to enable it to take a range of actions in relation to Swedish financial institutions that are considered to be at risk of failing, including a debt write-down tool. The exercise of any resolution power, or any suggestion of the exercise of any resolution power, may have a material adverse effect on the SEK's ability to obtain financing, or could cause the cost of financing to increase and/or could affect SEK's ability to fulfill its obligations

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In addition, in the wake of the financial disruptions from 2008 and onwards, the Basel Committee on Banking Supervision (the “Basel Committee”) has revised the Basel regime to provide for new, stricter regulations with regard to capital adequacy and liquidity coverage. These stricter regulations (many of which have already come into force, while others are expected to become effective in the near future) will mean that, in general, financial institutions will need to maintain relatively more own funds (capital base) in relation to their risk-weighted assets as well as better matched borrowing in relation to their obligations. Furthermore, tighter rules on which assets can be defined as liquidity reserves as well as stricter requirements on clearing of derivatives may also affect international capital markets. In addition, the European Union legal framework MiFID II (Markets in Financial Instruments Directive) became applicable in the European Union on January 3, 2018. Among other requirements, MiFID II imposes new requirements on the issuance and distribution of bonds and, therefore, may affect international capital markets, as well. Compliance with these new rules and regulations may increase the costs of borrowing for all financial institutions, including SEK. For more information, see Item 4 “Information on the Group and the Parent Company–B. Business Overview–Swedish Government Supervision” below.

The Basel Committee issued in December 2017 final revisions to the Basel III capital framework (the “2017 Revisions”). The main objective of the 2017 Revisions is to reduce variability of risk-weighted assets within the banking system. The 2017 Revisions include an output floor, altered standardized approaches for credit risk and operational risk, constraints on the use of internally-modelled approaches and changes in the leverage ratio. It is expected to enter into force on January 1, 2022. From a Swedish perspective, the 2017 Revisions must first be implemented through EU legislation before they could impact SEK’s capital requirements. Even though SEK is expected to meet the revised requirements based on current market assumptions, the 2017 Revisions, once implemented, may materially constrain SEK’s business plans and negatively impact profitability.

European Market Infrastructure Regulation (EMIR), a regulation regarding OTC-derivatives, central counterparties and trade repositories, came into effect on August 16, 2012. Since then, various parts of the regulation have become effective. During 2018, additional parts of the regulation related to central clearing of certain OTC-derivatives will come into effect. SEK may be required to post additional collateral related to its derivatives and may face higher costs as a result of these regulatory requirements.

Certain changes in accounting standards that could also have a negative impact on SEK include IFRS 9, which replaced IAS 39 on January 1, 2018, with regard to accounting rules for financial instruments. Even if the transition to IFRS 9 does not have a material negative impact on SEK’s equity, the implementation of a new model for expected credit loss is expected to increase the volatility of SEK’s earnings over time.

### **SEK may experience negative changes in the value of its assets or liabilities and may incur other losses related to volatile and illiquid market conditions.**

Market volatility, illiquid market conditions and disruptions in the credit markets have made it difficult to value certain of SEK’s assets and liabilities during certain periods. For example, SEK is exposed to changes in fair value due to changes in credit spreads on its own debt and due to changes in currency basis spread, which it has not hedged, and such changes in fair value can have a negative impact on SEK’s results as reported under IFRS, even though SEK historically has not experienced any material realized losses related to such exposures. Subsequent valuations, in light of factors then prevailing, may result in significant changes in the value of such assets or liabilities in future periods. In addition, at the time of any sale of any such assets, the prices SEK ultimately realizes will depend on the demand and liquidity in the market at that time and may be materially lower than such assets’ current fair value. Any of these factors could require SEK to negatively change the carrying amount of such assets or liabilities, which may have an adverse effect on the Group’s financial condition in future periods.

### **SEK’s hedging strategies may not prevent losses.**

SEK uses hedging instruments in an attempt to manage interest rate, currency, credit, basis and other market-related risks. If any of the variety of instruments and strategies the Group uses to hedge its exposure to these various types of risk is not effective, the Group may incur losses, impairing its ability to timely repay or refinance its debts. In addition, there can be no assurance that the Group will continue to be able to hedge risks related to current or future assets or liabilities in accordance with its current policies in an efficient manner or at all. Disruptions such as market crises and economic recessions may put a strain on the availability and

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effectiveness of hedging instruments or strategies and could have an adverse effect on SEK's financial condition and its ability to fulfill its obligations.

### **Fluctuations in foreign currency exchange rates could harm SEK's business.**

As an international lending institution, the Group is subject to some exchange-rate risk. The adequacy of the Group's financial resources may be impacted by changes in currency exchange rates that affect the value, in Swedish currency, of the Group's foreign-currency obligations. For example, during 2017, there were fluctuations in major currencies due to political unrest, even though that did not have a significant impact on SEK's financial condition during the year. The values of a majority of the items presented in the Consolidated Statements of Financial Position are subject to fluctuations as a result of changes in the exchange rate between the Swedish krona and other currencies, such as the U.S. dollar and the Euro. Countries could undertake actions that could significantly impact the value of their currencies such as "quantitative easing" measures and potential withdrawals from common currencies. Higher inflation in certain countries, including in Europe, may also result in devaluation of currencies. Even though the Group carefully monitors and hedges its foreign currency exposures, changes in currency exchange rates adverse to the Group could harm SEK's business, its profitability and its ability to repay its debts. Furthermore, SEK does not hedge its exposure towards currency exchange-rate effects related to unrealized changes in the fair value of its assets and liabilities. Also, any strengthening of the Swedish krona against other currencies may reduce demand for the products sold overseas by SEK's Swedish clients and thus reduce demand for its loans from end-purchasers of such products, or cause such clients to experience increased difficulty in repaying their loans to SEK. Such eventualities could therefore have an adverse effect on SEK's financial condition and its ability to fulfill its obligations.

### **Increasing competition may adversely affect SEK's income and business.**

Competition in the Group's business is based on service, product innovation, product features, price, commission structures, financial strength and name recognition. The Group competes with a large number of other credit institutions, including domestic and foreign banks, as well as with the direct or indirect financing programs of exporters themselves. Some of these institutions offer a broader array of products or have more competitive pricing or greater financial resources than SEK. Increasing competition may have significant negative effects on the Group's financial performance if the Group is unable to match the products and services of its competitors or has to lower its prices or rates in order to compete for customer business, investments or financing. Such changes could have material adverse effects on SEK's business and its ability to repay its debts.

### **SEK is exposed to significant operational risk.**

Broadly, operational risk can arise from fraud, errors by employees, failure to document transactions properly or to obtain proper internal authorizations, equipment failures, natural disasters, information security failures, data loss, cyber-attacks and breaches from known malware or malware that may be developed in the future or the failure of external systems such as, for example, those of SEK's suppliers or counterparties. SEK's businesses are dependent on the ability to process complex transactions efficiently and accurately. Failure to address operational risk may lead to additional costs, losses or damages to SEK's reputation which may negatively affect customers' and investors' confidence, and thus SEK's business, financial performance and/or ability to repay its debt. SEK has in the recent past seen additional costs related to enhancement of IT-systems due to increased regulatory burdens. If, for example, SEK failed to properly comply with its obligations under financial guarantee contracts or other credit risk reducing arrangements or if the contracts were not properly drafted, this could result in SEK not being able to effectively seek recourse to such guarantees or other arrangements in the event the relevant borrower was unable to repay its debt to SEK.

There is also a risk that SEK's reputation will be damaged if SEK fails to comply with current legislation and best practices or in any other way fails to meet its commitments, including those that are not explicit. Although operational risks can be reduced by properly documented processes, adequate systems, a culture of sensitivity to risk, compliance with regulations, effective corporate governance and other factors supporting internal control, such procedures may not be effective in controlling each single operational risk SEK faces. A significant failure in managing SEK's operational risk could materially and adversely affect the company's business, financial condition, results of operation and/or ability to repay its debt.

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### **Risk related to financial reporting and other deficiencies in internal control over financial reporting and disclosure processes could result in regulatory action, legal liability and damage to the Group's reputation.**

SEK's external reporting of financial and non-financial data is reliant on the Group's internal control over financial reporting including the integrity of systems and people. Failure to report data accurately and in compliance with external standards could result in regulatory action, legal liability and damage to the Group's reputation. For additional information on SEK's internal control over financial reporting see Item 15.

### **Developments in emerging market countries may adversely affect the Group's business.**

The Group operates in a number of emerging markets. Economic and political developments in emerging markets, including economic crises or political instability, may have material adverse effects on the Group's business prospects, results of operations and financial conditions.

### **Negative interest rates may have an impact on SEK's profitability.**

Negative interest rates may result in lower net interest income and might negatively affect the value of assets and liabilities. For example, negative interest rates may render hedges less effective if interest rate is to be paid on the hedge while there is no compensation on the hedged item. Furthermore, increased prepayments on loans and lower spread between rates on assets and liabilities might also have a negative impact on net interest income. Negative interest rates lead to valuation risk due to potential changes in market practice for how to incorporate negative interest rates in the valuation. Relatively low interest rates create a risk that the bond market may be adversely affected due to lower turnover and less liquidity, even though the general upturn in interest rates in recent times has slightly mitigated this risk. Finally, low interest rates translate into greater risk of increased debt levels, rising asset prices and heightened financial risk taking.

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### **ITEM 4. INFORMATION ON THE GROUP AND THE PARENT COMPANY**

#### **A History and Development**

Aktiebolaget Svensk Exportkredit (publ) (Swedish Export Credit Corporation) is a “public limited liability company” under the Swedish Companies Act. It is wholly owned by the Swedish State through the Ministry of Enterprise and Innovation (“Sweden”, the “Swedish State” or the “State”).

The Parent Company was founded in 1962 in order to strengthen the competitiveness of the Swedish export industry by meeting a need for long-term financing for both exporters and their foreign customers. SEK’s objective is to engage in financing activities in accordance with the Swedish Banking and Financing Business Act and, in connection therewith, to promote the development of Swedish commerce and industry as well as otherwise engaging in Swedish and international financing activities on commercial terms. The duration of the Parent Company is indefinite.

SEK’s mission has evolved since it began its operations in 1962. SEK’s range of products has expanded from its roots in export loans; however it remains a niche operator in the financial markets.

The address of the Parent Company’s principal executive office is AB Svensk Exportkredit (Swedish Export Credit Corporation), Klarabergsviadukten 61-63, Stockholm, Sweden; and the Parent Company’s telephone number is +46-8-613-83 00. The Parent Company’s authorized representative in the United States is Business Sweden. Business Sweden’s contact information is as follows:

Business Sweden New York  
The News Building,  
220 E 42<sup>nd</sup> Street  
Suite 409A,  
New York, NY 10017  
Tel. No.: (212) 507-9001  
usa@business-sweden.se

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### **B Business Overview**

SEK's mission is to ensure access to financial solutions for the Swedish export industry on commercial and sustainable terms, with the aim of promoting the development and international competitiveness of Swedish industry and trade. Its mission includes, as a public policy assignment, administration of the Commercial Interest Reference Rate-system (the "CIRR-system"). Pursuant to agreements established in 1978 and amended from time to time thereafter, the Group administers the CIRR-system on behalf of the Swedish State in return for compensation.

SEK extends loans on commercial terms at prevailing fixed or floating market interest rates as well as loans on State-supported terms at fixed interest rates that may be lower than prevailing fixed market rates in the CIRR-system. The compensation from the CIRR-system to SEK is recorded as a part of interest revenues in the Consolidated Statement of Comprehensive Income. See Note 1(f) to the Consolidated Financial Statements. Because Sweden is a member of the Organization for Economic Co-operation and Development (OECD), the CIRR-system is designed to comply with the Arrangement on Guidelines for Officially Supported Export Credits of the OECD (the "Export Credit Guidelines").

SEK's product offerings are aimed at Swedish exporters and their customers and, currently, the customers are mainly found among the 100 largest Swedish exporters with sales exceeding Skr 4 billion. Starting in 2015, SEK has also expanded its product offerings to reach medium-sized exporters with sales of more than Skr 500 million.

SEK works mainly in lending and as a result, SEK acts as a complement to, and works in cooperation with, Swedish and international banks as well as other financial institutions. SEK also has close partnerships with other export promotion agencies in Sweden such as Almi, Business Sweden, the Swedish Exports Credit Guarantee Board (the "EKN") and Swedfund.

SEK can provide loans in a number of different currencies and with different maturities. The majority of its lending is in Swedish kronor, US dollars or euros, but SEK also offers loans in several other currencies.

SEK's borrowing activities in the international capital markets have given SEK expertise in financial instruments.

SEK's niche specialization in long-term export-related financing, combined with its financial capacity and flexible organization, are key factors in the management of its operations.

#### **2017**

- SEK's new lending to Swedish exporters and their customers amounted to Skr 89.3 billion (2016: Skr 54.8 billion), of which new lending to Swedish exporters was Skr 21.6 billion (2016: Skr 18.1 billion) and new lending to exporters' customers amounted to Skr 67.7 billion (2016: Skr 36.7 billion). During the year, export credits in the form of officially supported export credits ("CIRR loans") were significant, primarily in the telecom sector.
- SEK has focused on broadening its client base and product offerings. SEK has performed strongly in soliciting new clients and the customer base has significantly increased. These 13 new customers are in both of SEK's customer groups: large and medium-sized companies.
- SEK's new lending to green projects totaled Skr 2.4 billion in 2017 (2016: Skr 3.3 billion).
- SEK's net interest revenues amounted to Skr 1,683 million (2016: Skr 1,747 million). Net interest revenues were affected negatively by a higher resolution fee of Skr 193 million (2016: Skr 102 million) which SEK is required to pay to a fund to support the recovery of credit institutions.
- SEK has a credit facility with the Swedish National Debt Office of Skr 125 billion, renewed through the end of 2018 by the Swedish Parliament, in order to further enhance the ability to promote the Swedish export industry. SEK has not yet utilized the credit facility. The credit facility is only available for CIRR loans.
- The Board of Directors (the "Board") has resolved to propose at the Annual General Meeting that a total dividend of Skr 232 million (2016: Skr 234 million) be paid in accordance with SEK's dividend policy of 30 percent of the profit of the year.

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### **Competition**

SEK is the only institution authorized by the Swedish State to grant export financing loans under the CIRR-system. With support from the State, SEK helps Swedish export companies compete with other export companies within OECD member countries, which have similar support from their respective domestic export credit agencies and which also provide government-supported export credits. SEK's lending, excluding the CIRR-system, faces competition from other Swedish and foreign financial institutions, as well as from the direct and indirect financing programs of exporters themselves.

The following table summarizes SEK's loans outstanding and debt outstanding as of December 31, 2017 and 2016:

Skr mn	Year ended December 31,		
	2017	2016	Changes in percent
Total loans outstanding(A)	195,120	208,700	-7%
of which CIRR-system	49,124	49,802	-1%
Total debt outstanding (B)	226,873	255,214	-11%
of which CIRR-system	49,252	49,991	-1%

(A) Loans outstanding consist of loans due from commercial and financial institutions including loans in the form of interest-bearing securities. For a reconciliation of loans outstanding, see Note 11 to the Consolidated Financial Statements.

(B) Debt outstanding includes subordinated debt of Skr 2,040 million and Skr 2,266 million as of December 31, 2017 and 2016, respectively.

### **Lending Operations — General**

The following table sets forth certain data regarding the Group's lending operations, including the CIRR-system, during the two-year period ending December 31, 2017:

Skr mn	Year ended December 31,		
	2017	2016	Changes in percent
Offers of long-term loans accepted	89,305	54,856	63%
Total loan disbursements	-61,157	-61,350	0%
Total loan repayments	75,109	72,214	4%
Total net increase/ (decrease) in loans outstanding	-13,580	3,603	NM
Loans outstanding	195,120	208,700	-7%
Loan commitments outstanding but undisbursed(A)	72,914	54,783	33%

(A) If a loan has been accepted by the borrower it can be disbursed immediately. However, disbursement may be delayed due to a number of factors. In some cases, including as a result of changes in the commercial and financial institutions' need for funds, an accepted loan may never be disbursed. Currency exchange-rate effects also impact the amount of loan commitments that will result in loans outstanding. Therefore, the volume of loans accepted does not equal the volume of loans disbursed as presented in the Statement of Cash Flows in the Consolidated Financial Statements for a single fiscal year. Loans accepted but not yet disbursed are presented under the heading "Commitments" as "Committed undisbursed loans", see Note 11 to the Consolidated Financial Statements.

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### **Total loans outstanding by type of loan:**

Skr mn	As of December 31,				
	2017	2016	2015	2014	2013
Lending to exporters' customers	102,060	113,738	118,284	128,165	155,137
of which CIRR-system	49,124	49,802	43,128	47,377	42,419
Lending to Swedish exporters	93,060	94,962	86,813	90,057	46,340
of which CIRR-system	—	—	—	—	—
<b>Total</b>	<b>195,120</b>	<b>208,700</b>	<b>205,097</b>	<b>218,222</b>	<b>201,477</b>
of which CIRR-system	49,124	49,802	43,128	47,377	42,419

Most of the loans granted by SEK are granted to purchasers of Swedish exports. Western European markets are the largest markets for exported Swedish goods by revenue. However, exports to other markets, including less developed markets, are also important. Accordingly, the need for export financing may be related to transactions involving buyers in many different countries, with varying levels of creditworthiness. Pursuant to its credit risk exposure policy, SEK is selective in accepting such risk exposure. This policy seeks to ensure that SEK is neither dependent on the creditworthiness of individual buyers of Swedish goods and services, nor on the countries in which they are domiciled, but rather on the creditworthiness of individual counterparties to which SEK accepts credit risk exposure. SEK relies to a large extent on guarantees in its lending. For additional information on SEK's approach to risk, see Note 27 and Note 30 to the Consolidated Financial Statements.

SEK has no exposure to subprime, Alt-A, negative amortizing or other loans that it would characterize as high-risk lending, including loans which have been modified or would otherwise qualify as distressed debt, other than the limited amount of such assets disclosed in Note 9 to the Consolidated Financial Statements.

### **CIRR-system**

SEK treats the CIRR-system as a separate operation for accounting purposes. Although the deficits (or surpluses) of programs under the CIRR-system are reimbursed by (or paid to) the Swedish State, any loan losses that may be incurred under such programs are not reimbursed by the Swedish State. Accordingly, SEK has to obtain appropriate credit support for those loans as well. All of the lending under the CIRR-system is reported on SEK's Consolidated Statement of Financial Position. SEK has consequently presented the operations of the CIRR-system in the Consolidated Statement of Comprehensive Income as the amount of net commission received, accounted for as interest income rather than presenting the gross amounts collected and paid in accordance with the agreement with the Swedish State. In general, loans under the program are guaranteed by the EKN. All such loans granted by SEK must also undergo SEK's customary approval process.

Pursuant to an owner instruction adopted by the sole shareholder, the Swedish State, at the Annual General Meeting in April 2016, the difference between interest revenues related to lending and liquid assets under the CIRR-system on the one hand, and interest expenses related to borrowing, all other financing costs and any net foreign exchange losses incurred by SEK under the CIRR-system, on the other hand, are reimbursed by (or paid to) the Swedish State.

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SEK reports loans in the following categories:

### **Loan Types and Underwriting Policies**

#### *(a) Lending to Swedish exporters*

#### *(b) Lending to exporters' customers*

- export credits;
- loans for the funding of export lease agreements;
- trade finance; and
- project finance.

Within the CIRR-system, SEK extends loans only for the medium and long-term financing of durable goods exports. CIRR-system lending includes financing in collaboration with intergovernmental organizations and foreign export credit agencies.

SEK's credit underwriting policies and requirements are similar regardless of loan type, and pertain equally to the CIRR-system. The majority of SEK's loans are guaranteed by export credit agencies or banks, or by credit default swaps issued by banks or other financial institutions.

SEK's initial loan offer and subsequent commitment set forth the maximum principal amount of the loan, the currency in which the loan will be denominated, and the repayment and disbursement schedule.

For more information, see the table under the heading "Outstanding loans as per product type" under Note 11 to the Consolidated Financial Statements.

### **Interest Rates**

Outside the CIRR-system, export financing is extended at prevailing market rates of interest. The Group normally makes loan offers at a quoted interest rate that is subject to change prior to acceptance of the loan offer (a non-binding offer). When a borrower accepts a non-binding loan offer, the interest rate is normally set at the then-prevailing market rate (which might have changed since the loan commitment was made), and a binding loan commitment arises. Binding offers can also be provided and are offers with a higher degree of commitment to the customer with regard to disbursement of the loan than non-binding offers, regardless of whether the interest rate is fixed or not.

Because Sweden is a member of the OECD, the CIRR-system is designed to comply with the Arrangement on Guidelines for Officially Supported Export Credits of the OECD (the "Export Credit Guidelines"). The Export Credit Guidelines establishes minimum interest rates, required down payments and maximum loan periods for government-supported export loan programs.

SEK offers CIRR loans established by the OECD in accordance with the Export Credit Guidelines. The CIRR rates for new loans are subject to periodic review and adjustment by the OECD. The Export Credit Guidelines stipulates that loan offers may remain valid for a period of not more than 120 days. EU rules and Swedish regulations state that the commercial contracts must be signed within that 120-day period. Thereafter, the CIRR rate can be locked in for a maximum period of six months in order for the loan agreement to be finalized. No commitment fee is charged by SEK for CIRR loans. SEK receives compensation from the Swedish government in the form of an administrative fee of 0.25 percent per annum, which is calculated based on the loan amount outstanding. The arranging or agent-bank, generally a commercial bank, receives compensation in the amount of 0.25 percent per annum, based on the loan amount outstanding, to cover its costs for arranging and managing loans.

SEK participates with government agencies in an export-financing program (the "Concessionary Credit Program") financed by the Swedish State to promote exports to certain developing countries, incorporating a foreign aid element of at least 35 percent. SEK has a portfolio of concessionary credits but Sweden is no longer

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providing new concessionary credits under the program. Terms varied according to the per capita income of the importing country.

The aid element is reflected in the form of lower rates of interest and/or deferred repayment schedules. The Swedish government reimburses SEK through the CIRR-system for the costs incurred as a result of SEK's participation in the Concessionary Credit Program as well as any costs for CIRR financing.

### **Guarantees and Credit Default Swaps**

SEK relies to a large extent on guarantees in its lending. The guarantors are principally made up of government export credit agencies, such as the EKN, the Export Import Bank of the United States ("USEXIM"), the Exports Credits Guarantee Department of the United Kingdom ("ECGD"), Compagnie Financière pour la Commerce Exterieure ("Coface") of France and Euler Hermes Kreditversicherungs AG of Germany, as well as financial institutions and, to a lesser extent, non-financial corporations. Credit risk is allocated to a guarantor in accordance with SEK's policy and therefore, when disclosing net credit risk exposures, the majority of SEK's guaranteed credit exposure is shown as exposure to sovereign counterparties. In general, loans under the CIRR-system are guaranteed by the EKN.

#### **Total credit exposures for SEK covered by guarantees**

Skr bn	Year ended December 31,	
	2017	2016
Government export credit agencies	151.3	151.8
of which covered corporate exposures	101.1	97.0
of which covered exposures to financial institutions	0.4	2.6
of which covered exposures to regional governments	0.5	0.6
of which covered sovereign exposures	49.3	51.6

As of December 31, 2017, government export credit agencies guaranteed 46.2 percent of SEK's total credit exposures.

If a guarantee or credit default swap is entered into for risk-mitigating purposes, the instrument protects a pre-defined amount of SEK's exposure with respect to the principal amount of the underlying loan (and in some cases interest) as long as the issuer of the guarantee or credit default swap is financially sound. The protected amount is ordinarily 75–100 percent of the principal amount. Most of the counterparties against whom SEK accepts net exposures are rated by one or more of the internationally recognized rating agencies.

For information regarding SEK's gross and net credit exposures to counterparties, broken down by geography and type of counterparty (taking into account applicable guarantees but not collateral), see Note 27 to the Consolidated Financial Statements.

### **Loan Maturities**

SEK's historical role and competitive advantage (and one that continues today) has been in the provision of long-term financing in order to promote the Swedish export industry. Since many of the projects the export industry engages in are long-term projects, both with regard to disbursement periods and repayment periods, SEK's loans often have longer terms than those of loan products offered by commercial banks. However, SEK also meets its customers' needs by providing short-term financing when required. Consequently, SEK's loan maturities range from very short-term loans (with terms of three to six months) to loans for as long as 20–30 years. Under the CIRR-system, loan maturities generally range from one year up to 20–30 years.

### **Currency**

SEK extends loans in different currencies, depending on the needs of its borrowers. Before the Group makes any loan commitment, it ensures that the currency in which the loan is to be funded is expected to be available for the entire loan period at an interest rate (taking into account the costs of foreign exchange derivatives) that, as of the day the commitment is made, results in a margin that the Group deems sufficient. The Group borrows, on an

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aggregate basis, at maturities corresponding to or exceeding those of prospective loans. Accordingly, the Group may decide not to hedge particular loan commitments due to movements in interest rate risk until sometime after they are made. Interest rate risks associated with such unhedged commitments are monitored closely and may not exceed interest rate risk limits established by the Board. SEK's policies are described in Note 30 to the Consolidated Financial Statements.

The following table shows the currency breakdown of loan offers accepted for loans with maturities exceeding one year for each year in the two-year period ending December 31, 2017.

Currency in which loan is denominated	Percentage of loan offers accepted	
	2017	2016
Swedish kronor	34%	35%
Euros	14%	13%
U.S. dollars	50%	48%
Other	2%	4%
<b>Total</b>	<b>100%</b>	<b>100%</b>

## **Credit Support for Loans Outstanding**

The Group's policies with regard to counterparty exposures are described in detail in Note 30 to the Consolidated Financial Statements.

The following table illustrates the counterparties for the Group's loans and guarantees outstanding as of December 31, 2017 and December 31, 2016. Although most loans fall into more than one category for any given loan, this table only reflects the counterparty (either the borrower or the guarantor) that SEK believes to be stronger in terms of creditworthiness.

	2017	2016
Loan credit exposure to Swedish State guarantees via EKN (A)	35%	34%
Loan credit exposure to Swedish credit institutions (B)	4%	4%
Loan credit exposure to foreign bank groups or governments (C)	15%	22%
Loan credit exposure to Swedish counterparties, primarily corporations (D)	30%	27%
Loan credit exposure to municipalities	3%	3%
Loan credit exposure to other foreign counterparties, primarily corporations	13%	10%
<b>Total</b>	<b>100%</b>	<b>100%</b>

(A) EKN guarantees are in substance insurance against losses caused by the default of a foreign borrower or buyer in meeting its contractual obligations in connection with the purchase of Swedish goods or services. In the case of a foreign private borrower or buyer, coverage is for "commercial" and, in most cases, "political" risks. Coverage for "commercial" risk refers to losses caused by events such as the borrower's or buyer's insolvency or failure to make required payments within a certain time period (usually six months). Coverage for "political" risk refers to losses caused by events such as a moratorium, revolution or war in the importing country or the imposition of import or currency control measures in such country. Disputed claims must be resolved by a court judgment or arbitral award, unless otherwise agreed by EKN. In the table above only the particular amount of any given total loan that is guaranteed is listed as such. The amount of any such loan that is not covered by the relevant guarantee is excluded. EKN is a State agency whose obligations are backed by the full faith and credit of Sweden.

(B) At December 31, 2017, loans in this category amounting to approximately 1 percent (2016: 1 percent) of total loans were obligations of the four largest commercial bank groups in Sweden, including guarantees in the form of bank guarantees or credit derivatives. The remaining 3 percent (2016: 3 percent) of total loans represented loans to various financial institutions and minor commercial banks in Sweden, including guarantees in the form of bank guarantees or credit derivatives.

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(C) At December 31, 2017, principally obligations of other Nordic, Western European or North American bank groups, together with obligations of Western European governments, including guarantees in the form of bank guarantees or credit derivatives.

(D) At December 31, 2017, approximately 12 percent (2016: 12 percent) of the total loan credit exposure represented loans to the 20 largest Swedish corporations.

See “— Lending Operations — General” for information on the geographical distribution of borrowers, see also Note 27 to the Consolidated Financial Statements.

### **Disclosure pursuant to Section 13(r) of the Securities Exchange Act of 1934**

SEK has not entered into any new business in or with Iran since 2005.

However, it was one of a number of minority sub-participants via assignment in a single legacy Euro-denominated financing arrangement dating back to 2005 that is led by a major European bank and guaranteed by a European government export credit agency. The purpose of the financing arrangement was to finance the acquisition by the National Petrochemical Company (“NPC”) of Iran of certain equipment exported from Germany. The obligations of NPC under the arrangement are secured by the assignment of certain receivables from oil products exported by NPC and its trading subsidiaries to buyers, mostly in Asia. No funds under the arrangement (which has a contractual maturity of 2019) have been provided to NPC since 2010 and the financing arrangement was prepaid full on December 29, 2017.

SEK’s only relationship to this legacy financing arrangement was as a holder (by means of an assignment by the lead bank) of a sub-participation interest representing less than 10 percent of the total facility. SEK’s acquisition of this minority sub-participation interest in 2005 did not violate the provisions of any sanctions or related regulatory regimes applicable to SEK at that time. SEK is not (and never has been) a party to the contractual arrangements with NPC, has never had any contact with NPC, nor has it ever had any involvement in the contractual arrangements related to, or in the physical settlement of, the oil product exports mentioned above.

During 2017, SEK’s sub-participation in this single legacy financing arrangement generated gross revenues of Euro 106.53 and net interest revenues of Euro 24.45. These amounts represent less than 0.03 percent of SEK’s gross revenues and net interest revenues for the year.

### **Swedish Government Supervision**

#### **Supervisory Authorities**

SEK operates as a credit market institution within the meaning of the Swedish Banking and Financing Business Act (2004:297). As such, it is, individually and on a consolidated basis, subject to supervision and regulation by Finansinspektionen (the Swedish FSA), which licenses and monitors the activities of credit market institutions to ensure their compliance with the Swedish Banking and Financing Business Act, including the regulations linked to it, and such institutions’ corporate charters.

Among other things, the Swedish FSA requires SEK to submit reports on a daily, monthly, quarterly, semi-annual and annual basis and may conduct periodic inspections. The Swedish FSA may also (but currently does not) appoint an external auditor to participate with SEK’s independent auditors in examining the Group’s and the Parent Company’s financial statements and the management of the Group.

The Swedish National Debt Office requires information from the credit institutions based on a resolution framework that came into force on February 1, 2016, the Resolution Act (2015:1016). The Resolution Act originates from the BRRD, which provides an EU-wide framework for the recovery and resolution of credit institutions, among others. The BRRD requires all EEA member states to provide their relevant resolution authorities with a set of tools to intervene sufficiently early and quickly in an unsound or failing institution so as to ensure the continuity of the institution’s critical financial and economic functions, while minimizing the impact of an institution’s failure on the broader economy and financial system. The information is used to set the minimum requirement for own funds and eligible liabilities for the credit institution. The Swedish National Debt Office’s has concluded that Swedish institutions, including SEK, have business activities that are critical to the

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Swedish financial system and have prepared plans that outline the measures that the Swedish National Debt Office intends to take in the event of resolution. The Swedish National Debt Office has also set a minimum requirement for own funds and eligible liabilities for those institutions. Pursuant to the Swedish National Debt Office's decision, the minimum requirement of total eligible liabilities and own funds for SEK is 7.1 percent, as calculated in accordance with the resolution regime. The requirement applies from January 1, 2018, and at the time of introduction was well met by SEK.

The Swedish National Audit Office may audit the activities that are conducted by the Swedish State in the form of limited companies if the State as owner has a controlling influence over the activities. The State has controlling influence over the activities of the Parent Company, which is a limited company. Accordingly, the Swedish National Audit Office may appoint an Authorized Public Accountant, in order to get access to the same information as the external auditors, but has not yet done so.

As a credit market institution, SEK is also subject to prudential regulations relating to, among other things, its capital adequacy, its maximal exposure to any group of interconnected clients and its liquidity position.

### **Capital adequacy regulations**

As of January 1, 2014, the revised capital adequacy rules of the Basel Committee, referred to as Basel III, came into force within the European Union. Basel III was introduced by a legislative package consisting of the Capital Requirements Regulation (CRR)(1) and the Capital Requirements Directive (CRD IV)(2). The CRR is directly applicable in Sweden and contains detailed requirements pertaining to capital adequacy, liquidity, large exposures, leverage ratio and supervisory reporting. The CRD IV was incorporated into Swedish legislation as of August 2, 2014 and covers areas such as principles for prudential supervision, internal assessments of risk and capital, corporate governance, capital buffers, sanctions and remuneration. In November 2016, the EU Commission presented a proposal to revise the CRD IV and the CRR. The proposal includes, along with other changes, a binding leverage ratio as well as a binding net stable funding ratio. The Basel Committee recently adopted the 2017 Revisions to the Basel III capital framework. The main objective of the 2017 Revisions is to reduce variability of risk-weighted assets within the banking system. The 2017 Revisions include an output floor, altered standardized approaches for credit risk and operational risk, constraints on the use of internally modelled approaches and changes in leverage ratio requirements. It is planned to enter into force on January 1, 2022. From a Swedish perspective, the 2017 Revisions must first be implemented through EU legislation before they could impact SEK's applicable capital requirements.

The current regulations introduced by the CRR and CRD IV replace regulations based on the previous revision of the Basel accord, Basel II, which had been the prevailing standard since 2007, as it was incorporated into EU and Swedish legislation. However, on several topics, Basel II rules are still partially or completely in force due to transitional periods in the CRR or CRD IV. The CRR, as amended, and the CRD IV, as incorporated into national legislation, apply to credit institutions, including SEK, within Sweden and the European Union.

The main structure of Basel III, consists of three "Pillars", as follows:

(i) *Pillar 1* deals with minimum capital requirements for credit risks, credit valuation adjustment risks and market risks as well as for operational risks, based on explicit calculation rules. Under Pillar 1, an institution must at all times have own funds that in size and composition are sufficient to meet those minimum capital requirements. The capital requirements and the own funds are calculated in accordance with the CRR. Pillar 1 allows institutions to choose between some alternative methods based on their level of development. For credit risk, the standardized approach is the simplest approach, containing risk weights, all of which are established by national authorities. Institutions can expand upon the supervisory authorities' risk weights by using risk assessments from recognized credit rating agencies such as Moody's, Standard & Poor's and Fitch. The next level of sophistication under Pillar 1 regarding credit risk is called the foundation internal rating-based (IRB) approach. Under the foundation IRB approach, the risk weights, and therefore the capital requirements, are partially based on institutions' internal risk

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(1) Regulation (EU) no 575/2013 of the European Parliament and of the Council of June 26, 2013, on prudential requirements for credit institutions and investment firms and amending Regulation (EU) no 648/2012.

(2) Directive 2013/36/EU of the European Parliament and of the Council of June 26, 2013, on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing directives 2006/48/EC and 2006/49/EC.

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classifications. SEK's permission to base its capital requirement for credit risk on the IRB approach covers most of the company's exposures.

(ii) Pillar 2 pertains to national supervisory authorities' evaluation of risks and describes requirements for institutions' processes for risk and capital management. It also establishes the supervisory authorities' functions and powers. Further, under Pillar 2 each financial institution must identify risks and assess risk management from a wider perspective, to supplement the capital requirements calculated within the scope of Pillar 1. This Internal Capital Adequacy and Liquidity Assessment Process (ICAAP) also takes qualitative risks into account. SEK annually assesses the development of its future capital and liquidity requirements and available capital primarily in connection with the update of its three-year business plan. Furthermore, each quarter, the Swedish FSA publishes the result of its assessments on the capital adequacy reflecting additional requirements for risks not covered by the first pillar for the ten largest financial institutions in Sweden, including SEK. This publication covers additional estimates of concentration risk, sovereign risk, market risk and pension risk. Moreover, it reflects the ICAAP, where the additional risks are included and evaluated annually.

(iii) Pillar 3 concerns, and places requirements on, openness and transparency and how institutions, in a broad sense, should report their operations to the market and the public. The disclosure of capital and risk management must follow the requirements of the CRR and some additional regulations issued in Sweden, most notably the Swedish FSA's regulations FFFS 2014:12 regarding prudential requirements and capital buffers. SEK reported in accordance with Pillar 3 for the first time in the Annual Report for 2007. Since 2008, SEK has also published a separate report in accordance with Pillar 3: "*Capital Adequacy and Risk Management Report, Pillar 3*".

## **Liquidity standards**

As mentioned above, the CRR also introduces new liquidity standards: the liquidity coverage ratio (LCR) and net stable funding ratio (NSFR). The LCR requires that a bank holds enough high quality liquid assets to cover its projected net cash outflows over a 30-day stress scenario. The EU Commission has adopted a delegated act on LCR. The detailed LCR rules came into force on October 1, 2015 with phase-in of 60 percent in 2015, 70 percent in 2016, 80 percent in 2017 and 100 percent in 2018. The NSFR requires that a bank maintain a stable borrowing profile in relation to the composition of its assets and off-balance sheet activities under both normal and stressed conditions. However, minimum requirements will not come into force until 2019 at the earliest. The EU Commission's proposal to revise the CRR would fully implement the NSFR.

## **Measures of capital adequacy**

The principal measure of capital adequacy, according to the current standard (Basel III as implemented by the CRR), is a capital-to-risk exposure amount ratio, which compares the own funds, as defined in the CRR, to the total of risk-weighted exposures, that is assets and off-balance sheet items measured according to the risk level.

According to the CRR, own funds consist of three components with different levels of quality from a loss absorption perspective:

- the highest quality is the **Common Equity Tier 1 capital**, which includes equity capital after certain adjustments and deductions;
- the next level is the **Additional Tier 1 capital** which, subject to detailed requirements, consists of certain types of highly subordinated, perpetual debt or hybrid capital (**Tier 1 capital** is the sum of Common Equity Tier 1 capital and Additional Tier 1 capital); and
- **Tier 2 capital** constitutes the third level and consists of, subject to detailed requirements, certain types of subordinated debt that, among other things, must have an original maturity of no less than five years.

The **minimum total capital ratio requirement** under Pillar 1 is 8.0 percent, a requirement that has not changed with the CRR. However, the CRR introduced additional requirements on the higher quality components of capital, with a minimum requirement of 4.5 percent and 6.0 percent relating to Common Equity Tier 1 capital and Tier 1 capital, respectively. According to the CRR's transitional rules regarding the Basel I floor, which were applicable until the end of 2017, a capital requirement for total own funds should be calculated in parallel, on the basis of the Basel I rules. To the extent that the capital requirement calculated based on the Basel I based rules exceeds the capital requirement based on the CRR, the capital requirement under the Basel I based rules constitutes the minimum capital requirement. Other transitional arrangements, according to the CRR, have no

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significant effect on SEK, since the Swedish FSA has required financial institutions, including SEK, to fulfill them as from January 1, 2014.

Capital ratios	Minimum Capital Requirement		Minimum Capital Requirement including Buffers Requirement		SEK Capital Ratios	
	2017	2016	2017	2016	2017	2016
Common Equity Tier 1 capital ratio	4.5%	4.5%	8.4%	8.0%	20.6%	22.1%
Tier 1 capital ratio	6.0%	6.0%	9.9%	9.5%	20.6%	22.1%
Total capital ratio	8.0%	8.0%	11.9%	11.5%	23.0%	25.1%

In addition to these minimum ratios, SEK must meet certain **capital buffers requirements**. Failure to meet the additional buffers requirements triggers, among other things, restrictions on distributions. SEK is also expected to cover the supplementary capital requirements estimated under the second pillar. SEK's policy is to maintain own funds well in excess of both the regulatory minimum requirements under the first pillar and the supplementary capital requirements under the second pillar.

The main reason for the decrease in **SEK's capital ratios** as of December 31, 2017 was due to the fact that SEK transferred from the standardized approach to apply the IRB approach to exposures to central and regional governments and to multilateral development banks in 2017. See Note 26 to the Consolidated Financial Statements for further details on the capital adequacy and capital buffers of SEK.

## Large exposures

According to the CRR, a large exposure refers to an exposure that accounts for at least 10 percent of an institution's eligible capital, which effectively for SEK is the total of own funds.

As percentage of	2017	2016
Large exposures as percentage of the own funds	230.6%	199.0%

The aggregate amount of SEK's large exposures as of December 31, 2017 consisted of risk-weighted exposures to 18 different counterparties, or counterparty groups, the majority of which relate to combined exposures for which more than one counterparty is responsible for the same payments.

In order to monitor large exposures, SEK has defined internal limits, which are monitored daily, along with other limits.

## C Organizational Structure

SEK organizes its activities in one Lending function which serves all customers with all products within SEK's product range. The Lending function is responsible for all customer relations contacts and cooperates with a Credit function and a Treasury group. SEK also maintains a risk control unit and a compliance function as well as staff and support functions.

## **Risk Control, Compliance and Internal Audit**

SEK maintains a risk control unit and a compliance function which operate independently of the business areas. See also Note 30 to the Consolidated Financial Statements. In November 2011, upon the recommendation of the Audit Committee, SEK's Board decided, that the independent internal audit function would be outsourced to an external company beginning in 2012. SEK's Board appointed KPMG to be responsible for the independent internal audit function and they commenced their assignment in January

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2012. Their assignment was extended for 2013, 2014, 2015, 2016, 2017 and 2018 as well. In appointing an external party to perform the internal audit, SEK benefits from significant competence and experience in auditing SEK's compliance with applicable regulations, particularly those regarding capital adequacy and the company's internal risk model. SEK's Risk and Compliance Committee, of which the Chief Executive Officer (CEO) is the chairman, has overall responsibility to establish the internal rules for the internal control of the financial reporting and follow-up compliance with the internal control regulations.

### **D      Property, Plant and Equipment**

SEK's current headquarters, which occupy approximately 4,490 square meters of office space in central Stockholm, are leased. SEK also leases office space in Gothenberg, which occupies approximately 14 square meters.

### **ITEM 4A. UNRESOLVED STAFF COMMENTS**

None.

### **ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS**

#### **A      Operating Results**

A major part of SEK's operating profit derives from net interest revenues, which are earned mainly on loans to customers, but also to a lesser extent on liquidity investments. Funding for these assets comes from equity and from securities issued in international capital markets. Accordingly, the key determinants of SEK's operating profit are: the interest rate on interest-bearing assets, the interest rate of issued securities, the outstanding volume of interest-bearing assets and the proportion of assets financed by equity.

SEK issues debt instruments with terms that may be fixed, floating or linked to various indices. SEK's strategy is to economically hedge these terms at floating rates with the aim of matching the terms of its debt-financed assets. The quality of SEK's operating profit, its relatively stable credit ratings and its public role have enabled SEK to achieve borrowing at levels that are competitive within the market. Another factor affecting net interest revenues is the size of the resolution fee, which SEK is required to pay to a fund to support the recovery of credit institutions.

In addition to net interest revenues, another key influence on SEK's operating profit has been changes in the fair value of certain assets, liabilities and derivatives. The factors that mainly impact unrealized changes in fair value are credit spreads on own debt and cross-currency basis spreads. The credit spread on own debt is related to SEK's creditworthiness, as perceived by its investors. Cross-currency basis spread is the deviation in the nominal interest rate between two currencies in a currency interest rate swap caused by the difference between the base interest rate of the currencies.

Operating expenses also have an important impact on SEK's operating profit. Operating expenses are mainly affected by personnel expenses, including employee incentive schemes such as the new variable remuneration program for certain permanent employees, spending on information technology and other administrative expenses.

Total other comprehensive income is mainly affected by effects attributable to cash-flow hedges.

SEK's general business model is to hold financial instruments measured at fair value to maturity. The net fair value changes that occur are mainly related to changes in credit spreads on SEK's own debt and basis spreads and are recognized in net results of financial transactions. The changes could be significant in a single reporting period, but are not expected to affect profit over time, since the changes in the instrument's market value will be zero if it is held to maturity and is a performing instrument. When financial instruments are not held to maturity,

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realized gains and losses can occur, for example, when SEK repurchases its own debt, or if lending is repaid early and the related hedging instruments are terminated prematurely.

For Critical Accounting Policies and Estimates and Recent Accounting Pronouncements Issued and Other Accounting Related Announcements, see Note 1 to the Consolidated Financial Statements.

### **Assets and Business Volume**

Skr bn	As of December 31,		
	2017	2016	Changes in percent
Total Assets	264.4	299.4	-12%
Liquidity Investments	55.7	72.3	-23%
Loans outstanding and disbursed	195.1	208.7	-7%
-Percentage in the CIRR-system	26%	24%	

Liquidity investments and outstanding loans decreased compared to the end of 2016. Liquidity investments decreased during the fourth quarter of 2017 due to early redemption of structured debt related to the Nikkei Index and the strong performance of the Japanese stock market. SEK has not replaced this debt yet because of continued strong new lending capacity. Maturities and repayments caused outstanding loans to decrease, which was not significantly offset by the new lending because new lending was primarily attributable to export credits of which only a small portion had been disbursed as of December 31, 2017.

### **New lending (offers accepted)**

Skr billion	As of December 31,		
	2017	2016	2015
Lending to Swedish exporters (1)	21.6	18.1	19.3
of which CIRR-system	—	—	—
Lending to exporters' customers (2)	67.7	36.7	85.3
of which CIRR-system	36.9	10.8	50.8
<b>Total</b>	<b>89.3</b>	<b>54.8</b>	<b>104.6</b>

(1) Of which Skr 0.7 billion (year-end 2016: Skr 0.1 billion) had not been disbursed at period-end.

(2) Of which Skr 35.1 billion (year-end 2016: Skr 8.3 billion) had not been disbursed at period-end.

The high level of new lending in 2017 was due to a number of large export credits and high demand in SEK's various product areas from different parts of the Swedish export industry. In 2015, the new lending was extremely high due to new lending to the Brazilian government to purchase Saab's Gripen aircraft amounting to Skr 41.9 billion.

### **Binding offers outstanding of lending**

Skr bn	As of December 31,	
	2017	2016
Volume of binding offers outstanding	1.2	4.6
CIRR loans as percentage of volume of binding offers outstanding	52%	63%

Commitment of undisbursed loans amounted to Skr 89.3 billion in 2017 (year-end 2016: Skr 54.8 billion).

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### Counterparty Risk Exposures

SEK's exposures to central and regional governments as well as to financial institutions have decreased as exposures to corporates have increased. For information, see the table "Total net exposures" in Note 27 to the Consolidated Financial Statements.

#### Total counterparty exposure

Counterparty Risk Exposures in Skr bn	As of December 31,	
	2017	2016
Central governments	167.1	173.7
Regional governments	11.4	19.9
Multilateral development banks	0.0	1.9
Public Sector Entity	0.4	—
Financial institutions	38.6	45.2
Corporates	109.7	100.0
<b>Total counterparty exposure</b>	<b>327.2</b>	<b>340.7</b>

#### Other exposures and risks

SEK's hedging transactions are expected to be effective in offsetting changes in fair value attributable to hedged risks. The determination of the gross value of certain items in the statements of financial position, particularly derivatives and issued unsubordinated securities, which effectively hedge each other, requires complex judgments regarding the most appropriate valuation technique, assumptions and estimates.

If different valuation models or assumptions were used, or if assumptions have changed, a different result may arise. Excluding the impact on the valuation of spreads on SEK's own debt and basis spreads (which can be significant), such changes in fair value would generally offset each other, with little impact on the value of net assets.

SEK maintains a conservative policy with regard to market exposures, interest rate risks, currency risks and operational risks. For quantitative and qualitative information about risks and exposures, see Note 27 and Note 30 to the Consolidated Financial Statements.

### Results of Operations

#### Net Interest Revenues

Skr bn, average	2017	2016	%	2015	%
Total loans	201.9	206.9	-2%	211.7	-2%
Liquidity investments	64.0	65.5	-2%	72.7	-10%
<b>Interest-bearing assets</b>	<b>265.9</b>	<b>272.4</b>	<b>-2%</b>	<b>284.3</b>	<b>-4%</b>
Interest-bearing liabilities	241.0	245.4	-2%	259.9	-6%

#### 2017 compared to 2016

Net interest revenues amounted to Skr 1,683 million (2016: Skr 1,747 million), a decrease of 4 percent compared to the previous year. Net interest revenues were affected negatively by a higher resolution fee of Skr 193 million (2016: Skr 102 million), which SEK is required to pay to a fund to support the recovery of credit institutions. The higher fee was partially offset by higher market interest rates and lower borrowing costs.

#### 2016 compared to 2015

Net interest revenues amounted to Skr 1,747 million (2015: Skr 1,662 million), an increase of 5 percent compared to the previous year. Borrowing costs margin decreased compared to the previous year, while average margin on interest-bearing assets increased as a result of somewhat higher lending margins. In addition, the average market interest rate slightly increased year-on-year. This was offset by a lower average volume of interest-bearing assets.

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### **Commission earned and commission incurred**

#### *2017 compared to 2016*

Commission earned and commission incurred amounted to Skr -28 million (2016: Skr -29 million). Commission earned amounted to Skr 3 million (2016: Skr 3 million). Commission incurred amounted to Skr -31 million (2016: Skr -32 million).

#### *2016 compared to 2015*

Commission earned and commission incurred amounted to Skr -29 million (2015: Skr -6 million). Commission earned amounted to Skr 3 million (2015: Skr 2 million). Commission incurred amounted to Skr -32 million (2015: Skr -8 million).

### **Net results of Financial Transactions**

#### *2017 compared to 2016*

Net results of financial transactions amounted to Skr -102 million (2016: Skr -110 million), mainly due to unrealized losses related to changes in the fair value of the credit spreads on SEK's own debt, where increased credit spreads have had a negative effect on net profit. This was partially offset by unrealized gains related to the fair value of currency swaps.

#### *2016 compared to 2015*

Net results of financial transactions amounted to Skr -110 million (2015: Skr 400 million), which was primarily due to unrealized losses in value attributable to currency swaps and basis spreads. This was offset by a positive impact from repurchases and early redemption of SEK's own debt. During the previous year, the change in fair value of SEK's debt, which originated from changes in SEK's credit spread, made a positive contribution. Unrealized gains on financial instruments at fair value, which are included in hedges, also had a positive impact the previous year.

### **Operating expenses**

Skr mn	2017	2016	%	2015	%
Personnel expenses	-320	-308	4%	-295	4%
<i>of which provision to the EIS</i>	7	4		6	
Other administrative expenses	-232	-236	-2%	-164	44%
Depreciation and impairment of non-financial assets	-45	-46	-2%	-98	-53%
<b>Total Operating expenses</b>	<b>-597</b>	<b>-590</b>	<b>1%</b>	<b>-557</b>	<b>6%</b>

#### *2017 compared to 2016*

Operating expenses increased somewhat compared to the previous year, mainly due to increased personnel expenses, which were partially offset by a decrease in other administrative expenses. In 2017, a provision of Skr 7 million was made for the individual variable remuneration ("IVR") in the system, compared to a reversal of Skr 4 million in 2016 for the previous employee incentive scheme ("EIS"). Beginning in 2017, SEK introduced a system in which SEK could offer permanent employees with customer or business responsibility, with the exception of members of the executive management, the possibility of IVR. The outcome at Company level is capped at a maximum of two months' salary, calculated on the basis of all company employees entitled to IVR.

#### *2016 compared to 2015*

The increase in other administrative expenses was primarily due to intensive development work on methods and processes for market risk measurement. This led to development of IT systems with increased use of consultants. Furthermore, a larger proportion of this expenditure was expensed compared to previous year. There was no provision taken for the employee incentive scheme in 2016 (2015: Skr - million). However, a Skr 4 million reversal of earlier provisions for the employee incentive scheme was recorded in 2016 (2015: Skr 6 million). The yield from the scheme for employees was based on return on equity, and must not exceed two months' salary. For 2016, the scheme covered all permanent employees with the exception of the CEO, other members of the executive management and employees working in risk and compliance functions.

In autumn 2016, the Board decided that the existing employee incentive scheme would cease to apply from the end of 2016. In parallel, the Board decided to implement the IVR system described above.

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### **Depreciation and impairment of Non-financial Assets**

#### *2017 compared to 2016*

Depreciation and impairment of non-financial assets amounted to Skr -45 million, which was in line with previous year.

#### *2016 compared to 2015*

The decrease in depreciation and impairment of non-financial assets was due to a Skr -55 million impairment of intangible assets taken in the previous year.

### **Net Credit Losses**

#### *2017 compared to 2016*

Net credit losses amounted to Skr 51 million (2016: Skr -16 million). In 2017, a provision of Skr -59 million was made for anticipated credit losses relative to individually-assessed counterparties. During 2017, a previous reserved loss of Skr 47 million was realized. The collectively-assessed credits reserve decreased by Skr 80 million during the year. The decrease was due to improvements in the assessment basis in preparation for the introduction of the new process under IFRS 9 beginning in 2018 (see Notes 1 and 9 to the Consolidated Financial Statements). The collectively-assessed credits reserve amounted to Skr 90 million at December 31, 2017 (year-end 2016: Skr 170 million).

#### *2016 compared to 2015*

Net credit losses amounted to Skr -16 million (2015: Skr 36 million). The year-on-year change was mainly attributable to the reversal in 2015 of Skr 70 million from the collectively-assessed credits reserve (formerly known as the portfolio-based reserve). The collectively-assessed credit reserve amounted to Skr 170 million at December 31, 2016 (year-end 2015: Skr 170 million).

### **Taxes**

#### *2017 compared to 2016*

Tax costs amounted to Skr -235 million (2016: Skr -222 million), of which Skr -262 million (2016: Skr -382 million) consisted of current tax and Skr 27 million (2016: Skr 156 million) consisted of deferred tax (see Note 10 to the Consolidated Financial Statements). The effective tax rate was 23.3 percent (2016: 22.2 percent), while the nominal tax rate for 2017 was 22.0 percent (2016: 22.0 percent). The difference between the nominal tax rate and the effective tax rate is primarily due to the fact that the interest expense for subordinated loans beginning in 2017 is no longer deductible due to a change in the Swedish tax rules that became effective as of January 1, 2017.

#### *2016 compared to 2015*

Tax costs amounted to Skr -222 million (2015: Skr -348 million), of which Skr -382 million (2015: Skr -348 million) consisted of current tax and Skr 156 million (2015: Skr 0 million) consisted of deferred tax (see Note 10 to the Consolidated Financial Statements). The effective tax rate is 22.2 percent (2015: 22.7 percent), while the nominal tax rate for 2016 was 22.0 percent (2015: 22.0 percent).

### **Operating and net profit**

#### *2017 compared to 2016*

Operating profit amounted to Skr 1,007 million (2016: Skr 1,002 million). Operating profit increased due to an improvement in net credit losses, which was largely offset by a decrease in net interest revenues. Net profit amounted to Skr 772 million (2016: Skr 780 million).

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### *2016 compared to 2015*

Operating profit amounted to Skr 1,002 million (2015: Skr 1,535 million), mainly due to a decrease in Net results of financial transactions from Skr 400 million to Skr -110 million. Net profit amounted to Skr 780 million (2015: Skr 1,187 million).

### **Other comprehensive income**

Skr mn	2017	2016	2015
Items to be reclassified to operating profit	-124	-123	-225
of which available-for-sale securities	-33	46	-8
of which other comprehensive income effects related to cash-flow hedges	-91	-169	-217
Items not to be reclassified to operating profit	-4	-26	49
<b>Other comprehensive income before tax</b>	<b>-128</b>	<b>-149</b>	<b>-176</b>

### *2017 compared to 2016*

A major part of the items to be reclassified to operating profit related to cash flow hedges. The effect was related to reclassification from other comprehensive income to net interest revenues due to the fact that hedging instruments previously were included in cash flow hedges. Items not to be reclassified to operating profit were related to revaluation of defined benefit pensions.

### *2016 compared to 2015*

Many of the items to be reclassified to operating profit were related to previously terminated cash flow hedges. These items were reclassified from other comprehensive income to net interest revenues. Items not to be reclassified to operating profit were related to revaluation of defined benefit pensions. The negative impact was caused by the lower discount rate.

## **B Liquidity, Capital Resources and Borrowing**

SEK's policy for liquidity and borrowing risk requires that for all credit commitments outstanding as well as agreed but undisbursed credits, there must be borrowing available through maturity. For CIRR loans, which SEK manages on behalf of the Swedish State, the company counts its credit facility of Skr 125 billion with the Swedish National Debt Office, which in December 2017 was extended for 2018, as available borrowing, despite the fact that no funds have been drawn under this facility. As a consequence, SEK continues to have a high level of liquid assets and a low borrowing risk. The aggregate volume of funds and equity exceeded the aggregate volume of loans outstanding and loans committed during each future time period. Accordingly, SEK considers all loan commitments to be funded through maturity. As of December 31, 2017, SEK had 15 months of available funds to meet potential disbursements under new lending agreements, as compared to nine months as of December 31, 2016. See the section titled "Liquidity risk and refinancing risk" in Note 27 to the Consolidated Financial Statements and the Liquidity risk discussion in Note 30 to the Consolidated Financial Statements.

### **Borrowing**

Skr bn	2017	2016
New borrowing	82.4	70.4
Repurchase of own debt	2.7	4.1
Early redemption of borrowing	36.0	10.9

Capital markets in 2017 were stable with high liquidity. SEK completed several public financing transactions during the year as well as a large volume of structured debt, mainly in the Japanese Uridashi market. SEK's borrowing over the course of the year took place in a total of 12 different currencies across a number of different geographic markets. Japan and North America were the largest borrowing markets in 2017, but SEK also undertook significant new borrowing in Europe outside the Nordic countries.

During the fourth quarter, an unusually high volume of structured debt was redeemed as a consequence of an

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upswing in the Japanese stock market. In combination with the maturity and disbursement of new lending, the unusually high volume of structured debt redemption has led to a reduction in liquidity investments. However, SEK continues to have strong liquidity for new lending, and it believes it remains well-prepared to meet the future financing needs of the Swedish export industry.

### Debt Maturities

The following table illustrates SEK's debt maturity profile for different types of senior and subordinated debt. Repayments are assumed to occur on the maturity date and reflect nominal amounts.

#### Debt Maturities:

Skr million	2018	2019	2020	2021	2022	Thereafter	Total
Senior debt	49,285	52,250	42,046	15,830	28,326	37,096	224,833
<i>of which fixed-rate</i>	30,495	35,148	31,192	10,322	20,241	14,125	141,523
<i>of which variable-rate</i>	12,232	15,416	10,854	3,460	8,085	22,971	73,018
<i>of which formula-based</i>	6,557	1,687	—	2,048	—	—	10,292
Subordinated debt	—	—	—	—	—	2,040	2,040
<i>of which fixed rate</i>	—	—	—	—	—	2,040	2,040
<i>of which variable rate</i>	—	—	—	—	—	—	—
<b>Total debt</b>	<b>49,285</b>	<b>52,250</b>	<b>42,046</b>	<b>15,830</b>	<b>28,326</b>	<b>39,136</b>	<b>226,873</b>

Skr million	As of December 31,	
	2017	2016
Fixed-rate (1)	141,523	139,661
Variable-rate (1)	10,292	33,463
Formula-based (1)	73,018	79,823
<i>of which interest rate-linked</i>	69,928	44,552
<i>of which currency-linked</i>	2,198	11,221
<i>of which equity-linked</i>	779	23,906
<i>of which commodity-linked</i>	113	144
<i>of which credit-linked</i>	—	—
<b>Total senior debt</b>	<b>224,833</b>	<b>252,948</b>

(1) As of December 31, 2017 the interest rate ranges for fixed-rate senior debt and variable-rate senior debt were 0 percent to 10 percent (2016: 0 percent to 9 percent) per annum, respectively. The wide range of interest rates reflects the fact that the debt is issued in many different currencies and with different maturities. Due to the exceptionally low interest rate levels in 2017 SEK has also experienced negative variable interest rates on its funding, especially funding denominated in Swiss Francs and Japanese Yen.

SEK's economic hedges are expected to be effective in offsetting changes in fair values attributable to hedged risks. Certain assets and liabilities in such hedges require complex judgments regarding the most appropriate valuation models and assumptions. The gross values of certain assets and liabilities (primarily derivative and senior securities issued by SEK), which effectively hedge each other, are affected by this complexity. If different valuation models or assumptions were employed instead of those used in the valuations in this report, or if assumptions were changed, this could produce different results regarding the gross value of such securities issued and hedging derivatives. Changes in the fair value of derivatives will usually be offset by changes in the fair value of securities issued, and the connected change in the fair value will thus not have a material effect on either results or equity except the impact on valuation of credit spreads on SEK's own debt and basis spreads.

The outstanding volume of debt with remaining maturities of one year or less decreased during 2017. At December 31, 2017, outstanding debt with remaining maturities of one year or less amounted to Skr 49 billion, compared with Skr 70 billion at December 31, 2016.

### Contractual Commitments

For maturity analysis of SEK's financial assets and liabilities as of December 31, 2017, see the table entitled "Contractual Flows" in Note 27 to the Consolidated Financial Statements.

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### **C Trend Information**

SEK's future development is based on a number of factors, some of which are difficult to predict and generally beyond the company's control. Some significant factors for 2017 are presented below:

- Despite favorable access to other financing solutions, demand for SEK's financing offerings is healthy.
- During the year, SEK continued its efforts to reach new clients and to broaden its business with existing clients. Solicitation of new clients has been successful and SEK has concluded deals with new clients including large companies and medium-sized companies, the latter being a relatively new customer group.
- During 2017, SEK worked together with other export promotion agencies on the Swedish government's Team Sweden initiative. SEK also works with other government export promotion agencies to improve the communication with companies, especially in providing information on the Swedish export credit system.
- In 2017, SEK concluded internal efforts to improve methods and implement new systems for risk measurement. Due to these efforts, SEK now has a stable foundation for more effective risk management.
- SEK has adopted the Equator Principles, a globally recognized framework for assessing and managing environmental and societal risks in conjunction with financing projects.
- During the year, credits were granted to six larger international projects where SEK conducted separate sustainability reviews in line with international guidelines for export credits. In 2017, new lending that qualified for classification as green loans, as per SEK's definition, amounted to Skr 2.4 billion, which was below the target of Skr 3.0 billion.
- In collaboration with clients and business partners, SEK has continued to clarify its commitment to human rights in conjunction with export credits.

For additional information on the trends affecting SEK and the risks it faces, see the discussions under "Business Volume" above and the "Risk Factors" in Item 3.

### **D Certain Off-Balance Sheet Arrangements**

In 2017, SEK had a credit facility in place with the Swedish National Debt Office of up to Skr 125 billion. To date, SEK has not utilized the credit facility. The credit facility can only be utilized for loans covered by the CIRR-system. In December 2017, the Swedish Parliament confirmed that the credit facility will continue to be available in 2018 in an amount up to Skr 125 billion.

## **ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES**

The Board of Directors of the Parent Company (the "Board") is responsible for the management of the Parent Company.

The Parent Company's Articles of Association currently provide that the Board shall consist of six to eight directors. The State, as holder of all the shares, elects the directors. The Chairman of the Board is appointed at each Annual General Meeting. The Board may appoint a Vice Chairman of the Board.

The Board meets at least six times a year.

The members of the Board are elected at each Annual General Meeting to serve for a term of one year, which expires at the next Annual General Meeting. An Annual General Meeting is required to be held not later than June 30 of each year.

Certain information with respect to the Parent Company's directors and executive officers is set forth below. Unless otherwise indicated, such information is given as of the date of this report.

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### **A Director and senior management**

#### **A1. The Board**

##### **Board of Directors and Executive Officers**

Name	Age(1)	Position(1)
Lars Linder-Aronson	64	Chairman of the Board and Director
Cecilia Ardström	52	Director
Jan Belfrage(2)	73	Director
Anna Brandt(5)	56	Director
Reinhold Geijer(3)	64	Director
Hans Larsson(3)	56	Director
Susanne Lithander	56	Director
Lotta Mellström	47	Director
Ulla Nilsson	70	Director
Teppo Tauriainen(4)	56	Director
Magnus Uggla(2)	65	Director
Catrin Fransson	55	Chief Executive Officer
Per Åkerlind	55	Head of Treasury & Capital Management & Executive Vice President
Karl Johan Bernerfalk	45	General Counsel
Stefan Friberg	49	Chief Risk Officer
Theresa Hamilton Burman	55	Chief Credit Officer
Johan Henningsson	52	Head of Sustainability
Petra Könberg(6)	48	Head of Marketing & Business Development
Jane Lundgren Ericsson	52	Head of Lending
Ingela Nachtweij	51	Acting Head of IT
Sirpa Rusanen	53	Chief Human Resources Officer
Susanna Rystedt	53	Chief Administrative Officer
Edvard Unsgaard(7)	43	Head of Communication

(1) As of December 31, 2017

(2) Resigned March 22, 2017

(3) From March 22, 2017

(4) Resigned November 21, 2017

(5) From November 21, 2017

(6) From April 18, 2017

(7) Resigned April 18, 2017

Mr. Linder-Aronson was appointed director in May 2011. He is currently Chairman of the Board at Nordisk Renting AB. He serves as a director of Facility Labs AB and Morco Förvaltning AB. He has previously served as Managing Director at Enskilda Securities AB and Deputy Managing Director at Skandinaviska Enskilda Banken AB.

Ms. Ardström was appointed director in May 2011. She is currently Member of the Board at Guldsilén AB and Stockholms Stads Brandförsäkringskontor AB. She has previously served as Chief Financial Officer and Head of Asset Management at Länsförsäkringar AB, Head of Treasury at Tele2 Group and Head of Asset Management and CIO of Folksam Group.

Ms. Brandt was appointed director in November 2017. She is currently Sweden's Ambassador to Dublin (based in Stockholm). She has previously served as Executive Director and Member of the Board at the World Bank, European Bank for Reconstruction and Development (EBRD), and European Investment Bank (EIB), Ambassador for Agenda 2030 at the Ministry for Foreign Affairs and Sweden's Ambassador to Nairobi.

Mr. Geijer was appointed director in March 2017. He is currently Chairman of the Board at BTS Group AB and a Board Member of The British Swedish Chamber of Commerce BSCC, The Sweden American Foundation, Eterna Invest AB, Zacco A/S and Livförsäkringsaktiebolaget Skandia. He has previously served as Chief Executive Officer at The Royal Bank of Scotland, Nordic Branch, Chief Executive Officer at Nordisk Renting AB, Executive Vice President at Telia AB and Chief Executive Officer at Swedbank. He has also previously

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worked in Ericsson Radio Systems AB, SSAB Swedish Steel and Weyerhaeuser Integrated Forest Company, USA.

Mr. Larsson was appointed director in March 2017. He is currently Chief Executive Officer at Linderyd Advisory AB and Lunda Advisory AB. He serves as Chairman of the Board of Nordnet AB and Linderyd Advisory AB and as Board Member at Intrum Justitia AB. He has previously served as Head of Group Strategy & Business Development at SEB, Executive Vice President and Chief of Staff at Lindorff Group and Board Member at Nordax AB and Nordax Bank AB.

Ms. Lithander was appointed director in April 2015. She is currently CFO at BillerudKorsnäs AB. She has previously served as VP Finance, Projects at SCA Group, CEO at Mercuri International Group and as VP Head of Advisory Services at Ericsson, BU Global Services.

Ms. Mellström was appointed director in May 2011. She is currently Investment Director and Senior Adviser at the Division for State-Owned Enterprises at the Ministry of Enterprise and Innovation. She serves as Board Member at Swedavia AB, Jernhusen AB and SOS Alarm Sverige AB. She has previously served as Management consultant at Resco AB and Controller at Sydkraft Group and ABB Group.

Ms. Nilsson was appointed director in July 2011. She is currently President and CEO at the Swedish Chamber of Commerce in London. She has served at Skandinaviska Enskilda Banken AB, Global Head of SEB Futures in London, Chairman of Enskilda Futures Limited in London, Head of Trading & Capital Markets in Singapore, Head of Treasury in Luxemburg and Skånska Banken.

### **A.2 Management — Executive Officers**

Ms. Fransson has been Chief Executive Officer since April 2014. Prior to that she held several positions within Swedbank between 2000 and 2013; member of group executive committee (2004-2013), Head of Group Products (2013), Head of Retail Banking Sweden (2010-2012), Head of Customer Offerings & Products (2007-2010), Region Manager — Northern Region (2004-2007), CRM Manager (2000-2002), and several positions at Föreningsparbanken; Area Manager Stockholm (2003-2004) and various management positions (1997-2000).

Mr. Åkerlind has been Executive Vice President and Head of Treasury & Capital Management since 2015. Prior to that he served as Executive Director, Chief Operating Officer since January 2011. Prior to that he was Executive Director, CFO and Head of Capital Markets since June 2002. Prior to that he served as Executive Director, Treasurer and Head of Debt Capital Markets beginning in 1997. Prior to that he served in various capacities within the Debt Capital Markets group, beginning in 1990.

Mr. Bernerfalk has been Executive Director, General Counsel since 2015. Previously he was Head of Legal Lending since 2007. Prior to that he served as legal counsel of SBAB and served as legal counsel with leading Swedish law firms.

Mr. Friberg has been Executive Director, Chief Risk Officer since May 2015. Previously he held the position as Head of Group Risk Control at Skandinaviska Enskilda Banken (“SEB”) from 2008. Prior to that he served as Head of Credit Portfolio Management at SEB from 2006. Prior to that he held various positions in Trading within SEB and Nordea, primarily in Derivatives Trading, since 1996.

Ms. Hamilton Burman has been Executive Director, Chief Credit Officer since August 2015. Previously she held several positions within Swedbank e.g. Regional Credit Manager, Head of Corporate Banking, Head of Credit analysis. In addition she has been a director representing Swedbank in several of its subsidiaries such as Swedbank Financial Services AB, Swedbank Card Services AB and some partly owned saving banks and the credit bureau UC AB.

Mr. Henningsson has been Executive Director, Head of Sustainability since January 2015 and has served as Head of Sustainability since 2010. Previously he was a Director at SEK Financial Advisors (2006-2009). Prior to that, he served, among other professions, as Head of Corporate Sales at ABN Amro Bank Stockholm Branch and Head of Treasury Management at N&G Financial Management.

Ms. Könberg has been Executive Director, Head of Marketing & Business Development since April 2017. Prior to that she served as Head of Internal communications (2016-2017) and Head of consumer communications

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(2014-2016) at Telia. Before that she served as Head of communications, Group Products at Swedbank (2013-2014) and prior to that she served in other capacities at Swedbank.

Ms. Lundgren Ericsson has been Executive Director, Head of Lending since January 2015. Prior to that she was Deputy Chief Operating Officer (2011-2014), Executive Director since April 2005 and served as Chief Executive Officer, AB SEK Securities (2002-2014). Previously she served as SEK's Head of Legal and Transaction Management, beginning in 1993 and held the position for seven years.

Ms. Nachtweij was Executive Director, Acting Head of IT from January 2017 to January 2018. Prior to that, she has served as Senior Director, Senior specialist and Head of Operations at Treasury and Capital Management within SEK beginning in 2010. From 2003 to 2010 she served as Adviser and Head of Back Office at Sveriges Riksbank, and before that she served in other capacities at Enskilda Securities, SEB and Sparbanken Finans, beginning in 1991.

Ms. Rusanen has been Executive Director, Chief Human Resources Officer since 2005. Prior to that, she served as Human Resource Manager at Ericsson, beginning in 1997.

Ms. Rystedt has been Executive Director, Chief Administrative Officer since March 2009. Prior to that, she served as Head of Business Development & IT at SEB Life beginning in 2005. From 2002 to 2005, she served as Head of IT at SEB Trygg Liv, and before that she served in other capacities at SEB Trygg Liv and Enskilda Securities and as a member of the Group Staff within the SEB Group, beginning in 1990.

SEK hired a full-time Head of IT in February 2018, Ms. Madeleine Widaeus.

## **B Compensation of Directors and Officers**

<b>Remuneration, Skr mn</b>	<b>2017</b>	<b>2016</b>	<b>2015</b>
Aggregate remuneration of all directors and executive officers as a group(1)	27.1	24.3	22.8
Chairman of the Board	0.7	0.7	0.6
Each director(2)	0.0-0.3	0.0-0.2	0.0-0.3
CEO Catrin Fransson(3)	4.7	4.6	4.5
Other executive officers of the Parent Company(4)	20.2	17.9	16.5
Pension plan with an insurance company on behalf of all executive officers	7.1	6.3	5.9

(1) In the form of salaries, fees and other benefits in the case of executive officers. In the form of fees and other benefits in the case of directors.

(2) Since April 29, 2010, remuneration is not paid from the company to the representatives on the Board who are employed by the owner, the Swedish State.

(3) Remuneration and other benefits. The CEO did not receive any variable compensation.

(4) Remuneration and other benefits.

For information on amounts set aside or accrued by SEK to provide employee pension benefits, see also Note 5 to the Consolidated Financial Statements.

## **C Board Practices**

### **Activities and Division of Responsibility within the Board**

The Board is responsible for the organization and the administration of SEK's affairs, of which sustainability forms an integral part. The Board is also tasked with ensuring that the company's financial statements, as well as its sustainability reporting, are prepared in accordance with legislation, applicable accounting standards and other requirements. The Board must continually assess SEK's financial position and ensure that SEK is structured in such a way that its accounting, management of funds and SEK's other financial circumstances are governed by satisfactory controls. The Board adopts the operating targets and strategies for the operations, including sustainability, and issues general internal regulations in policies and instructions, in which

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sustainability issues are integrated. The Board ensures that an efficient system is in place to monitor and control SEK's operations. In addition, the Board is tasked with appointing, and dismissing if necessary, the CEO and the Chief Risk Officer, and deciding on the remuneration of these individuals and other members of executive management.

The Board's work follows the rules of procedure and the Board's annual plan, each of which is adopted each year at a statutory Board meeting. The Board met on 11 occasions in 2017. The CEO attends all Board meetings except those addressing matters in which there is a conflict of interest, such as when evaluating the CEO's work or determining the CEO's compensation. The rules of procedure govern such matters as reporting to the Board, the frequency and form of the meetings of the Board, and delegation and assessment of the work of the Board and the CEO. In addition to this, the Board monitors financial developments and has ultimate responsibility for internal control, compliance and risk management.

The Board is responsible for a well thought-out and firmly established policy and strategy for dealing with respect for the environment, social responsibility, human rights, corruption as well as equal opportunities and diversity.

The Chairman of the Board leads the work of the Board and is responsible for ensuring that the other members of the Board are provided with the necessary information.

When required, the Chairman of the Board participates in important meetings and represents the company in ownership matters. The tasks of the Chairman of the Board conform to applicable legislation and the rules of procedure of the Board. Auditors are invited to participate at meetings of the Board at least once a year. The auditors appointed by the Annual General Meeting have attended one of the meetings of the Board. The General Counsel acts as secretary to the Board.

The Board has established a credit committee (the body that deals with credit-related matters), a finance and risk committee (the body that deals with other financial matters besides those relating to credits as well as risk issues), an audit committee (the body that deals with the company's financial reporting, internal control, etc.) and a remuneration committee (the body that deals with certain remuneration matters). Besides the Board committees and the work for which the Chairman is responsible, work is not divided within the Board.

### **Appointing the Board and Auditors**

The nomination procedure for Board members complies with the State's ownership policy and is conducted and coordinated by the Division for Corporate Governance and Analysis at the Swedish Ministry of Enterprise and Innovation. A working group analyzes the skills requirements based on the composition of the Board as well as the company's operations, status, future challenges and completed Board training. Any recruitment needs are then established and the recruitment process initiated. The State's ownership policy sets out that the government seeks to achieve an even gender balance and the target is a minimum of 40 percent board representation for both women and men. Boards with six to eight directors elected by the general meeting of shareholders must include at least three persons of each gender. Directors are to be selected from a broad recruitment base with the aim of utilizing the expertise of women and men, as well as of individuals with various backgrounds and experience. Discrimination based on gender, transgender identity or expression, ethnic affiliation, religion or other belief, disability, sexual preference or age is prohibited.

SEK carries out a suitability assessment of Board members and senior executives pursuant to the regulatory framework issued by the European Banking Authority (EBA). SEK's assessment of potential new Board members is based on the owner having identified the candidate in question according to a job specification. The owner is informed of the outcome following SEK's assessment. When the procedure is complete, the nominations are disclosed publicly in accordance with the provisions of the Swedish Corporate Governance Code.

At the Annual General Meeting in April 2017, Öhrlings PricewaterhouseCoopers AB ("PwC") was appointed as external auditors, with Peter Nyllinge as principally responsible auditor for a period of one year. The Board has decided to propose PwC as SEK's auditors for 2018 at the next Annual General Meeting.

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In 2017, SEK's Board and committees adopted the following policies and instructions:

<b>Policy documents</b>	<b>Issued by</b>
The Board's rules of procedure	The Board
Authorization and Delegation Rules	The Board
Financial Reporting Instruction	The Board
Code of Conduct	The Board
Sustainable Business Policy	The Board
Risk Policy	The Board
Credit Policy	The Board
Remuneration Policy	The Board
Instruction for the CEO	The Board
Instruction for the Chief Risk Officer, CRO	The Board
Instruction for the Internal Audit function	The Board
Instruction for the Compliance function	The Board
Instruction for the assessment of the suitability of Board members, the CEO and senior executives	Remuneration Committee
Financing Strategy	Finance and Risk Committee
Liquidity Strategy	Finance and Risk Committee
Limits for market and liquidity risks	Finance and Risk Committee
Credit Instruction	Credit Committee
The Board's rules of procedure	The Board
Authorization and Delegation Rules	The Board
Financial Reporting Instruction	The Board

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### **Board's work during the year**

During the year, the Board's work has largely focused on monitoring how the company is adapting operations to meet new regulatory frameworks. The project to improve measurement of market risk was completed at the beginning of the fall of 2017 following over two years of intensive efforts. The Board has also addressed questions pertaining to the company's adaptations to new accounting policies, reporting to regulatory bodies and resolution regulations.

The Board held its annual strategy meeting in early summer 2017. The focus was on the company's long-term efforts to substantially broaden the customer base and provide a digital customer offering.

Representatives of the Swedish FSA attended the Board meeting in April 2017 and presented their work and assessment of SEK. On the same occasion, the Board decided to wind down SEK's subsidiaries, Venantius AB and VF Finans AB.

In autumn 2017, the Board visited SEK's Gothenburg office and met clients and business partners in Gothenburg and Borås. The Board also adopted a new business plan for the company for the 2018—2021 period.

In addition to the scheduled meetings in 2017, the Board participated in targeted training activities on four occasions. The training encompassed the regulatory framework for the CIRR-system, an in-depth review of new regulations, a presentation of how the company manages market risks as well as a presentation of the rules pertaining to and the company's measures to combat money laundering and terrorism financing, including anti-corruption.

### **Quality assurance of financial reporting**

To ensure correct and reliable financial reporting, SEK has developed a management system for financial reporting based on the Committee of Sponsoring Organizations of the Treadway Commission (COSO) framework for internal control (2013 version). This internal control framework is divided into five components: Control Environment, Risk Assessment, Control Activities, Information and Communication, and Monitoring Activities.

### **Evaluation of the work of the Board and the senior executives**

A separate assessment of the work of the Board and executive management is carried out once a year under the leadership of the Chairman. The results of this assessment were reported to the Board and, by the Board's Chairman, to the owner, the Swedish State. An evaluation is also performed by the owner in conjunction with the nomination of Board members. The Chairman and Board members check assessments regularly during the year.

### **The Board Committees**

The Board has established the following committees. Credit Committee, Finance and Risk Committee, Remuneration Committee and Audit Committee. The Board's rules of procedure include establishing annual instructions for all of its committees. The minutes from each committee are reported at meetings of the Board by the respective committee's chairman.

#### **Credit Committee**

Ulla Nilsson (Chairman), Anna Brandt, Reinhold Geijer and Lars Linder-Aronson

- Ensure the Board's involvement in decision-making regarding credit risks.
- Prepare matters relating to credits and credit decisions that are of fundamental or otherwise significant importance to the company, and also to make decisions regarding credits in accordance with the delegation rules determined by the Board, in which sustainability aspects are included.

#### **Finance and Risk Committee**

Cecilia Ardström (Chairman), Lars Linder-Aronson, Hans Larsson and Ulla Nilsson

- Ensure that the company can identify, measure, manage, report internally and control the risks to which it is or can be expected to be exposed.
- Prepare matters pertaining to general policies, strategies and risk appetite in all risk and capital-related issues, where sustainability risk is a component, as well as regarding overall issues concerning the company's financial operations.
- Set limits for such risk and capital-related matters that the Board delegates to the Committee to

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determine, and to establish measurement methods and limits concerning market and liquidity risk, in addition to models for valuing financial instruments.

### **Remuneration Committee**

Lars Linder-Aronson (Chairman), Susanne Lithander and Lotta Mellström

- Prepare matters relating to employment terms and conditions, salaries, pensions and other benefits for the CEO and the executive management, and general issues relating to salaries, pensions and other benefits.
- Prepare proposals regarding the remuneration policy for decision by the Board.
- Prepare proposals on salaries for other individuals in management positions for whom the Board determines the terms of remuneration.
- Evaluate compliance with the Annual General Meeting's resolutions on remuneration.

### **Audit Committee**

Lotta Mellström (Chairman), Cecilia Ardström, Lars Linder-Aronson and Susanne Lithander

- Monitor the company's financial reporting and submit recommendations and proposals aimed at assuring the reliability of the company's reporting.
- Monitor the efficiency of the company's internal control, internal audit and risk management in terms of the financial reporting.
- Evaluate the audit process and, through the Chairman of the Board, inform the company's owner about the results of the evaluation.
- Keep informed about the audit of the annual accounts and the consolidated financial statements, as well as the conclusions of the Supervisory Board of Public Accountants' quality control.
- Assist in the preparation of proposals regarding the selection of auditors for resolution by the Annual General Meeting.

### **Attendance at Board and committee meetings in 2017**

	Total	Board of Remuneration		Finance and Risk Committee	Credit Committee	Audit Committee
		Directors	Committee			
Number of meetings	45	11	4	8	15	7
Lars Linder-Aronson	45	11	4	8	15	7
Cecilia Ardström(1)	23	11	0	8	0	4
Jan Belfrage(2)	6	3	0	0	3	0
Anna Brandt(3)	3	1	0	0	2	0
Reinhold Geijer(4)	18	7	0	0	11	0
Hans Larsson(5)	11	6	0	5	0	0
Susanne Lithander	13	6	2	0	0	5
Lotta Mellström	21	10	4	0	0	7
Ulla Nilsson(6)	33	11	0	8	14	0
Teppo Tauriainen(7)	19	8	0	0	11	0
Magnus Uggla(8)	6	3	0	3	0	0

(1)Cecilia Ardström was elected as a member of the Audit Committee on March 22, 2017.

(2)Jan Belfrage stepped down from the Board and the Credit Committee on March 22, 2017.

(3)Anna Brandt was elected as a Director of the Board and as a member of the Credit Committee on November 21, 2017.

(4)Reinhold Geijer was elected as a Director of the Board and as a member of the Credit Committee on March 22, 2017.

(5)Hans Larsson was elected as a member of the Finance and Risk Committee on March 22, 2017.

(6)Ulla Nilsson was elected as Chairman of the Credit Committee on March 22, 2017.

(7)Teppo Tauriainen stepped down from the Board and the Credit Committee on November 21, 2017.

(8)Magnus Uggla stepped down from the Board and the Finance and Risk Committee on March 22, 2017.

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### **D Employee Relations**

	<b>2017</b>	<b>2016</b>	<b>2015</b>
Average employees	252	260	251
of which female	121	122	115
of which male	131	138	136
Employees at year-end	250	256	263

The total number of employees is small in relation to the volume of lending because the number of lending transactions is relatively small and the administration and documentation of loans are in many cases handled by the banks participating in the transactions. The Group has not experienced any strikes or labor disputes and considers its employee relations to be strong.

For more information, see “Personnel Expenses” in Note 5 to the Consolidated Financial Statements.

Members of the Board, the CEO, and other executive officers have no share ownership in the Parent Company or Subsidiaries and no options have been granted to them with respect to the Parent Company’s shares. There are no arrangements for involving the employees in the capital of the Parent Company, including any arrangement that involves the issue or grant of options, shares or securities of the Parent Company.

### **ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS**

#### **A Major Shareholders**

As of December 31, 2017, the total number of shares outstanding was 3,990,000. Since June 30, 2003, the Swedish State has been the sole (100 percent) owner of SEK. The State owns all of the shares.

The following table sets forth the share ownership of the Parent Company:

<b>Shareholder</b>	<b>Ownership %</b>	<b>Number of shares</b>
Kingdom of Sweden	Appr. 100.00	3,990,000

#### **Ownership and governance**

SEK is owned by the Swedish State. The State exerts its influence at the Parent Company’s general meetings and through representation on the Board.

The governance of SEK is divided between the shareholder, the Board and the CEO, in accordance with the Swedish Companies Act, the Articles of Association, and the Board’s procedural rules. The Board appoints the CEO, who conducts ongoing management in accordance with the Board’s guidelines and instructions.

The State as shareholder has decided that State-owned companies should observe the Swedish Corporate Governance Code.

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### **B Transactions with related parties**

SEK defines related parties for the Consolidated Group as:

- the shareholder, i.e. the Swedish State
- companies and organizations that are controlled through a common owner, the Swedish State
- key management personnel
- other related parties

The Swedish State owns 100 percent of the Parent Company's share capital. By means of direct guarantees extended by the Swedish National Debt Office and the EKN, 35 percent of the Group's outstanding loans as of December 31, 2017, were guaranteed by the State (year-end 2016: 36 percent). SEK administers for compensation the CIRR-system. See Note 1(d) and Note 25 to the Consolidated Financial Statements.

In order to further enhance the ability of SEK to promote the Swedish export industry, on February 5, 2009, the State decided to provide SEK with access to a credit facility via the Swedish National Debt Office, an action that was approved by the Swedish Parliament and has been renewed for subsequent terms since then. In December 2014, the credit facility was extended for 2015. It amounted to Skr 80 billion and was only available for loans covered by the CIRR-system. The Swedish Parliament also decided not to extend the government's previous authority to enable SEK to purchase state guarantees on commercial terms for new borrowing of up to Skr 250 billion. In December 2015, the credit facility was extended for 2016, though the facility amount was changed to Skr 125 billion. The same amount was further extended in December 2016 for 2017 and in December 2017 for 2018. SEK has never utilized the credit facility or its previous ability to purchase state guarantees.

SEK enters into transactions in the ordinary course of business with entities that are partially or wholly-owned or controlled by the State. SEK also extends export credits (in the form of direct or pass-through loans) to entities related to the State. Transactions with such parties are conducted on the same terms (including as to interest rates and repayment schedules) as transactions with unrelated parties.

Key management personnel include the following persons:

- The Board
- The President and CEO
- Other members of the Executive Management

For information about remuneration and other benefits to key management personnel, see Note 5 to the Consolidated Financial Statements. Other related parties include close family members of key management personnel as well as companies which are controlled by key management personnel or controlled by close family members to key management personnel.

See also Note 28 to the Consolidated Financial Statements for further details on related-party transactions.

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### **ITEM 8. FINANCIAL INFORMATION**

#### **A Consolidated Financial Statements and Other Financial Statements**

See Item 18, "Financial Statements."

##### **Legal Proceedings**

There is no material pending or, to the Group's knowledge, threatened, legal or governmental proceedings to which the Group is or would be a party or to which any of its property is or would be subject.

##### **Dividend Policy**

The Board resolved for each year, as listed in the table below, that the corresponding amount was to be paid to the sole shareholder, the Swedish State, in relation to the fiscal year of each such year.

	<b>In relation to the respective years</b>		
	<b>2017</b>	<b>2016</b>	<b>2015</b>
Dividend	Skr 232 mn	Skr 234 mn	Skr 356 mn
-of which per share	Skr 58.05	Skr 58.65	Skr 89.22

For additional details regarding equity, see the Consolidated Statement of Equity.

#### **B Significant Changes**

Except as otherwise disclosed in this report, there has been no significant change in SEK's financial position since December 31, 2017.

### **ITEM 9. THE OFFER AND LISTING**

#### **A Nature of Trading Market**

The Parent Company's shares, all of which are owned by the State, are not listed on any exchange in Sweden or outside Sweden.

All issues of SEK's U.S. medium term notes listed on securities exchanges in the United States are set forth on the cover of this Report. Certain global issues of such notes are listed on European exchanges.

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	As of December 31, 2017
Notes listed on European exchanges of which:	
-Listed on the Irish Stock Exchange	1.125% Global Notes due April 5, 2018, Floating Rate Global Notes due October 4, 2018, Floating Rate Global Notes due January 14, 2019, 1.25% Global Notes due April 12, 2019, 1.875% Global Notes due June 17, 2019, 1.125% Global Notes due August 28, 2019, 1.50% Global Notes due May 15, 2020 1.875% Global Notes due June 23, 2020, 1.750% Global Notes due August 28, 2020 1.750% Global Notes due March 10, 2021 1.875% Global Notes due February 28, 2022 and 1.875% Global Notes due July 31, 2022

Other issues of SEK's Medium Term Notes are traded in the over-the-counter market.

## **ITEM 10. ADDITIONAL INFORMATION**

### **A The Share Capital**

The share capital of the Parent Company shall be not less than Skr 1,500 million and not more than Skr 6,000 million. No shareholder is obliged to make additional capital contributions to the Parent Company solely as a result of being a shareholder.

Shareholders' rights may only be changed by a majority (and in certain cases a qualified majority) of the shares represented at a general meeting of the shareholders. However, all resolutions passed at a general meeting of the shareholders are subject to mandatory provisions under Swedish law (for practical purposes, primarily the Swedish Companies Act). In particular, there are rules protecting minority shareholders and there is a general principle that all shares and shareholders shall be treated equally.

#### **Annual General Meeting**

The Annual General Meeting is held once a year not later than six months following the end of the preceding fiscal year. Notices convening an Annual General Meeting or any other general meeting called to resolve upon any amendment of the Articles of Association, shall be issued not earlier than six weeks and not later than four weeks prior to the meeting. Notices convening a general meeting, in cases other than those set forth in the preceding sentence, shall be issued not earlier than six weeks and not later than three weeks prior to the meeting. Each person entitled to vote at an Annual General Meeting shall have the right to vote all the shares owned and represented by that person. There are no restrictions on the rights of non-Swedish nationals to own shares or vote their shares at the Annual General Meeting.

Swedish law provides that, in matters other than elections, resolutions are passed by a simple majority of the votes cast, except that (among other exceptions):

- a resolution to amend the Articles of Association (except as described in the following paragraphs) requires a majority of at least two-thirds of the votes cast as well as at least two-thirds of the shares represented at the meeting;
- a resolution to amend the Articles of Association that reduces any existing shareholder's rights to profits or other assets, restricts the transferability of issued shares or alters the legal relationship between issued shares, normally requires the unanimous approval of the

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shareholders present or represented at the meeting and representing at least nine-tenths of all shares issued; and

- a resolution to amend the Articles of Association for the purpose of limiting the number of shares which a shareholder may vote at an annual general meeting normally requires the approval of shareholders representing at least two-thirds of the votes cast and at least nine-tenths of the shares represented at the meeting.

In elections, the person receiving the most votes is deemed to have been elected.

## **B Memorandum and Articles of Association**

Set forth below is a brief summary of certain significant provisions of the Parent Company's Articles of Association and Swedish law. This description does not purport to be complete and is qualified by reference to the Articles of Association, which are incorporated by reference, as an exhibit to this annual report.

### **Registration**

The Parent Company's registry number with the Swedish Company Registry (Sw. Bolagsregistret) of the Swedish Companies Registration Office (Sw. Bolagsverket) is 556084-0315.

### **Purpose**

Under Article 3 of the Articles of Association, the Parent Company's objective is to engage, on commercial grounds, in Swedish and international financing activities in accordance with the Swedish Banking and Financing Business Act (2004:297) in order to promote activities of Swedish interest, directly or indirectly related to the Swedish export industry, including Swedish infrastructure, and further to otherwise strengthen the internationalization and competitiveness of Swedish industry. The Parent Company's financing activities include, but are not limited to: (i) borrowing funds, for example by accepting deposits from the general public or issuing bonds or other comparable debt instruments; (ii) granting and intermediating loans, for example in the form of loans secured by charges over real property or claims; (iii) issuing guarantees and assuming similar obligations; (iv) the holding of securities and the conduct of trading in securities; and (v) to engage in securities operations in accordance with the Swedish Securities Market Act (2007:528).

### **Certain Powers of Directors**

Under the Swedish Companies Act (2005:551), the Board is ultimately responsible for the Parent Company's organization and the management of its affairs.

All members of the Board shall, if possible, be given the opportunity to participate in the deliberations relating to a matter and be given sufficient information to do so. A resolution of the Board requires the participation of a majority of the members of the Board and the approval of the higher of (i) a majority of the participating members of the Board and (ii) more than a third of the total number of the members of the Board. However, the Board may delegate the authority to borrow and lend funds on behalf of the Parent Company to the CEO or another employee, acting singly or jointly, provided that such financing transaction does not contravene any fundamental policy of the Parent Company and is not otherwise of great significance to the Parent Company. There are no legal requirements applicable to any member of the Board requiring the ownership of shares in the Parent Company, or requiring retirement at a certain age.

Although the Articles of Association do not address voting by directors on matters in which they are interested, under the Swedish Companies Act, a director may not take part in the Board's deliberations with respect to any of the following:

1. agreements between such director and the Parent Company;
2. agreements between the Parent Company and third parties, where such director has a material interest in the matter that may conflict with the interests of the Parent Company; or

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3. agreements between the Parent Company and a legal entity that such director himself, or together with someone else, may represent.

Under the Swedish Companies Act, the Parent Company may not lend funds to shareholders or directors.

Under Swedish law, the CEO and at least half of the Board must be resident in a European Economic Area country unless exempted by the Swedish Companies Registration Office. Under Swedish law, a director's term of office may not be more than four years, but the Parent Company's Articles of Association require one-year terms. A director may, however, serve any number of consecutive terms. Directors elected at a general meeting of the shareholders may be removed from office at another general meeting of the shareholders, and vacancies on the Board, except when filled by a deputy director, may only be filled by a resolution of shareholders. Each year, if not otherwise stipulated in the Parent Company's Articles of Association, one director is elected Chairman of the Board by resolution of the Board (unless elected by the shareholders) at the statutory meeting following the Board's appointment.

### **C Material Contracts**

The Parent Company is a party to certain material contracts, as defined in the Instructions to Item 10.C of Form 20-F. Such contracts are either filed with this annual report or incorporated by reference herein. Please see Item 19 herein.

### **D Exchange Controls and Other Limitations Affecting Security Holders**

There are currently no Swedish exchange control laws or laws restricting the import or export of capital. No approvals are necessary under Swedish law to enable the Group, at the times and in the manner provided in the Group's debt securities and the indentures or other instruments pursuant to which such securities have been issued, to acquire and transfer out of Sweden all the amounts necessary to pay in full the principal of and/or interest on such securities, and any additional amounts payable with respect thereto, and no external approval is required for any prepayment of such securities.

Under Swedish law and the Parent Company's Articles of Association, there are no limitations on the right of non-resident or foreign owners to hold debt securities issued by the Parent Company.

### **E Swedish Taxation**

The following summary outlines certain Swedish tax consequences relating to holders of SEK's debt securities. The summary is based on the laws of Sweden as currently in effect and is intended to provide general information only. The summary does not address, among other things, situations where debt securities are held in an investment savings account (*Sw. investeringssparkonto*), the tax consequences in connection with a relevant authority's exercise of bail-in tools and/or any other powers under the Resolution Act, the tax consequences in connection with any impairment of the debt securities, or the rules regarding reporting obligations for, among others, payers of interest. Investors should consult their professional tax advisors regarding Swedish and other tax consequences (including the applicability and effect of tax treaties for the avoidance of double taxation) of acquiring, owning and disposing of debt securities in their particular circumstances.

#### **Holders not tax resident in Sweden**

Payments of any principal amount or any amount that is considered to be interest for Swedish tax purposes to the holder of any debt security should not be subject to Swedish income tax, provided that such holder (i) is not resident in Sweden for Swedish tax purposes and (ii) does not have a permanent establishment in Sweden to which the debt securities are effectively connected.

However, if that the value of or the return on the debt securities is deemed equity-related for Swedish tax purposes, private individuals who have been residents of Sweden for tax purposes due to a habitual abode in

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Sweden or a stay in Sweden for six consecutive months at any time during the calendar year of disposal or redemption or the ten calendar years preceding the year of disposal or redemption are liable for capital gains taxation in Sweden upon disposal or redemption of such debt securities. In a number of cases though, the applicability of this rule is limited by the applicable tax treaty for the avoidance of double taxation.

Swedish withholding tax, or Swedish tax deduction, is not imposed on payments of any principal amount or any amount that is considered to be interest for Swedish tax purposes, except for certain payments of interest (and other returns on debt securities) to a private individual (or an estate of a deceased individual) who is resident in Sweden for Swedish tax purposes (see “Holders tax resident in Sweden” below).

### **Holders tax resident in Sweden**

In general, for Swedish corporations and private individuals (and estates of deceased individuals) with residence in Sweden for Swedish tax purposes, all capital income (for example income that is considered to be interest for Swedish tax purposes and capital gains on debt securities) will be taxable. Specific tax consequences may be applicable to certain categories of corporations, for example life insurance companies. Moreover, specific tax consequences may be applicable if, and to the extent that, a holder of debt securities realizes a capital loss on the debt securities and any currency exchange gains or losses.

If amounts that are deemed as interest for Swedish tax purposes are paid by Euroclear Sweden AB or by another legal entity domiciled in Sweden, including a Swedish branch of a non-Swedish corporation, to a private individual (or an estate of a deceased individual) with residence in Sweden for Swedish tax purposes, Swedish preliminary taxes are normally withheld by Euroclear Sweden AB or the legal entity on such payments. Swedish preliminary taxes should normally also be withheld on other returns on debt securities (but not capital gains), if the return is paid out together with such a payment of interest referred to above.

### **F Documents on Display**

The Parent Company files reports and other information with the SEC. For a fee, members of the public may request copies of these documents by writing to the SEC. Such documents may also be read and copied at the SEC’s public reference room in Washington, D.C.:

100 F Street, N. E.  
Washington, D.C. 2054

Please call the SEC at 1-800-SEC-0330 for further information on its public reference rooms, including those in New York and Chicago. The Parent Company’s filings are also available on the SEC’s website at <http://www.sec.gov>.

### **ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISKS**

All information about Quantitative and Qualitative Disclosures about Market Risks are included in Note 27 and Note 30 to the Consolidated Financial Statements.

### **ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES**

Not applicable.

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**PART II**

**ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES**

None.

**ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS**

None.

**ITEM 15. CONTROLS AND PROCEDURES**

**A Disclosure Controls and Procedures**

Management, including the Chief Executive Officer, the Head of Treasury and Capital Management & Executive Vice President, and the Chief Administrative Officer have evaluated the effectiveness of SEK's disclosure controls and procedures (as defined in Rule 13a—15(e) under the Exchange Act) as of December 31, 2017. The Group's disclosure controls and procedures are designed to ensure that information required to be disclosed in the reports the Parent Company files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the applicable rules and forms, and that it is compiled and communicated to the Parent Company's management, including the Chief Executive Officer, Head of Treasury and Capital Management & Executive Vice President, and the Chief Administrative Officer as appropriate to allow timely decisions regarding required disclosure.

Based upon that evaluation, management, including the Chief Executive Officer, the Head of Treasury and Capital Management & Executive Vice President, and the Chief Administrative Officer concluded that the Group's internal control over financial reporting described in the Management's Report on Internal Control over Financial Reporting below, and the Group's disclosure controls and procedures were effective as of December 31, 2017.

**B Management's Report on Internal Control over Financial Reporting**

Management, including the Chief Executive Officer, the Head of Treasury and Capital Management & Executive Vice President, and the Chief Administrative Officer, is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of SEK's financial statements for external purposes in accordance with IFRS.

Internal control over financial reporting includes policies and procedures that: (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Group; (ii) provide reasonable assurance that transactions are recorded as necessary to permit the preparation of financial statements in accordance with IFRS; (iii) provide reasonable assurance that receipts and expenditures are being made only in accordance with the authorization of management and directors of the Group; and (iv) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Group's assets that could have a material effect on the financial statements.

Due to its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness for future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with policies and

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procedures may deteriorate.

Management, including the Chief Executive Officer, the Head of Treasury and Capital Management & Executive Vice President, and the Chief Administrative Officer, assessed the effectiveness of SEK's internal control over financial reporting as of December 31, 2017, based on criteria set forth in "Internal Control — Integrated Framework" issued in 2013 by the Committee of Sponsoring Organizations of the Treadway Commission, and using the information contained in the Interpretive Release No.33—8810, "Commission Guidance Regarding Management's Report on Internal Control Over Financial Reporting Under Section 13(a) or 15 (d) of the Securities Exchange Act of 1934," issued by the U.S. Securities and Exchange Commission. Management concluded that, as of December 31, 2017, SEK's internal control over financial reporting was effective based on these criteria.

### **C Attestation Report of the Registered Public Accounting Firm**

Because SEK is a "non-accelerated filer", this annual report is not required to include an attestation report of the SEK's registered public accounting firm regarding internal control over financial reporting.

### **D Changes in Internal Control over Financial Reporting**

There have been no changes in the Group's internal control over financial reporting that occurred during the year ended December 31, 2017, that have materially affected, or are reasonably likely to materially affect, SEK's internal control over financial reporting.

### **ITEM 16A. AUDIT COMMITTEE FINANCIAL EXPERT**

The Audit Committee of the Parent Company's Board was established in January 2008. This committee, whose members are Lotta Mellström (Chairman), Cecilia Ardström, Lars Linder-Aronson and Susanne Lithander, has a mandate to, *inter alia*, supervise the Group's financial reporting and review the work of its independent auditors. While the members of the Audit Committee have varying degrees of financial and accounting experience, the committee has not concluded that any of its members is an "audit committee financial expert" within the meaning of the regulations adopted under the Sarbanes-Oxley Act of 2002.

The Parent Company has not found it necessary to designate an audit committee financial expert because the Group is under the supervision of the Swedish FSA. Accordingly, SEK believes that there is the opportunity for meaningful independent review of its financial statements by qualified experts (at the Swedish FSA), in addition to the independent review performed by the Parent Company's external auditor.

### **ITEM 16B. CODE OF ETHICS**

The Group has ethical guidelines in place that apply to all employees including all executive officers. The guidelines are consistent with, and also in some respects more restrictive than, applicable Swedish regulations. The ethical guidelines are designed to deter wrongdoing and promote:

- honest and ethical conduct, including the ethical handling of actual and apparent conflicts of interest between personal and professional relationships; and
- compliance with applicable governmental laws, rules and regulations.

Although these ethical guidelines do not meet the definition of "code of ethics" in the regulations adopted pursuant to the Sarbanes-Oxley Act of 2002, primarily because they do not specifically address matters relating to the Parent Company's disclosure in reports and documents filed with the SEC and in other public communications, the Parent Company believes that its ethical guidelines are sufficient to regulate the conduct of SEK's executive officers, including its principal executive officer, its principal financial officer and its principal accounting officer. The guidelines have also been specifically designed to comply with relevant Swedish regulations and guidelines (including the Swedish Governance Code), which is why SEK has not attempted to alter them to comply with the Sarbanes-Oxley Act of 2002.

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The Code of conduct is available on SEK's website, [www.sek.se/en/code-of-conduct-2](http://www.sek.se/en/code-of-conduct-2). Information available on or accessible through SEK's website is not incorporated herein by reference.

### **ITEM 16C. PRINCIPAL ACCOUNTANT FEES AND SERVICES**

The following table sets forth, for the years ending December 31, 2017 and 2016, the fees billed from the Parent Company's independent auditors, Öhrlings PricewaterhouseCoopers AB for 2017 and Ernst & Young AB for 2016.

Skr mn	2017	2016
<b>Öhrlings PricewaterhouseCoopers AB (2016):</b> <b>Ernst &amp; Young AB)</b>		
Audit fee(1)	8	10
Audit related fee(2)	0	0
Tax related fee(3)	0	0
Other fees(4)	1	1
<b>Total</b>	<b>9</b>	<b>11</b>

(1) Fees related to audit of annual financial statements and reviews of interim financial statements.

(2) Fees charged for assurance and related services that are related to the performance of audit or review of the financial statements and are not reported under (1).

(3) Fees for professional services rendered by the principal independent auditors for tax compliance and tax advice.

(4) Fees for products and services rendered by the principal independent auditors, other than the services reported in (1) through (3) above.

In the financial statements remuneration to auditors is mainly included in Other administrative expenses. No additional fees have been billed by the principal auditors.

See also Item 16G herein for information about corporate governance as it relates to the external auditors of the Parent Company.

### **ITEM 16D. EXEMPTION FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES**

Prior to 2008, the Board as a whole comprised the Parent Company's audit committee for the purposes of Rule 10A-3 under the Securities Exchange Act of 1934. In January 2008, the Board established a separate Audit Committee; which currently has four directors as members. See Item 6 "Directors, Senior Management and Employees — Board Practices — Committees — Audit Committee." Each of the members of the Board, and thus the Audit Committee, is a representative or designee of the Swedish State. As its sole owner, the Swedish State is an affiliate of the Parent Company. However, no member of the Board is an Executive Officer of the Parent Company. Thus, although no member of the Board or the Audit Committee satisfies the non-affiliate requirement of the independence standard for audit committee members described in Rule 10A-3(b)(1)(ii)(B) under the Securities Exchange Act of 1934, the Parent Company relies, as to each member of the Board and the Audit Committee, on the exemption from this requirement for foreign governmental representatives described in Rule 10A-3(b)(1)(iv)(E). The Parent Company does not believe that its reliance on the above exemption materially adversely affects the ability of the Audit Committee to act independently and to satisfy its duties.

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### **ITEM 16E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS.**

None.

### **ITEM 16F. CHANGE IN REGISTRANT'S CERTIFYING ACCOUNTANT**

Not applicable.

### **ITEM 16G. CORPORATE GOVERNANCE**

As a result of the listing of certain of its debt securities on NYSE ARCA, SEK is subject to Rule 10A-3 under the Exchange Act. Rule 10A-3, with which SEK complies fully, sets out certain requirements with respect to the independence of audit committee members and with respect to audit committees' duties, powers and responsibilities. Rule 10A-3 contains certain exemptions for foreign issuers, however, and SEK avails itself of certain of these exemptions. In particular: (i) as noted in Item 16D above, it relies on Section (b)(1)(iv)(E) of the Rule (applicable to audit committee members that are representatives or designees of a foreign government, which all of SEK's audit committee members are) to satisfy the independence requirement set forth in Section (b)(1)(ii) (B) of the Rule; and (ii) it relies on the "Instructions" accompanying the Rule, which provide that, to the extent that a foreign issuer's home-country legal requirements conflict with the prescriptions of the Rule concerning the duties, powers or responsibilities of audit committees (i.e., due to the assignment of such duties, powers or responsibilities to another corporate body under local law), it is sufficient to allocate to the audit committee advisory powers, or powers and/or responsibilities concerning the making of proposals to the relevant decision-making body. Regarding the foregoing, Section (b) (2) of the Rule states that an issuer's audit committee should be directly responsible for the appointment, compensation, retention and oversight of external auditors. Under Swedish law, these powers are reserved to the Parent Company's shareholder. Thus, the charter for SEK's audit committee gives the committee an advisory role (to the shareholder) with respect to the aforesaid (but does not make the committee directly responsible).

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### PART III

#### **ITEM 17. FINANCIAL STATEMENTS**

Not applicable.

#### **ITEM 18. FINANCIAL STATEMENTS**

The Group's Consolidated Financial Statements prepared in accordance with Item 18 of Form 20-F begin on page F-1 of this annual report.

##### Consolidated Financial Statements

<u>Report of Independent Registered Public Accounting Firm</u>	F-1
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#### **ITEM 19. EXHIBITS**

- 1.1 Articles of Association of the Registrant in effect as of the date of this annual report (filed as Exhibit 1.1 to the Company's Annual Report on 20-F (No. 001-08382) for the year ended December 31, 2014 and incorporated herein by reference).
- 2.1 Indenture, dated as of August 15, 1991, between the Company and J.P. Morgan Trust Company, National Association (as successor in interest to the First National Bank of Chicago) as Trustee, providing for the issuance of debt securities, in one or more series, by the Company (filed as Exhibit 4(a) to the Company's Report of Foreign Issuer on Form 6-K (No. 001-08382) dated September 30, 1991 and incorporated herein by reference).
- 2.2 First Supplemental Indenture dated as of June 2, 2004 between the Company and J.P. Morgan Trust Company, National Association (filed as Exhibit 4(b) to the Company's Registration Statement on Form F-3 (No. 333-131369) dated January 30, 2006 and incorporated herein by reference).
- 2.3 Second Supplemental Indenture, dated as of January 30, 2006, between the Company and J.P. Morgan Trust Company, National Association (filed as Exhibit 4(c) to the Company's Registration Statement on Form F-3 (No. 333-131369) dated January 30, 2006 and incorporated herein by reference).
- 2.4 Third Supplemental Indenture, dated as of October 23, 2008, relating to the Debt Securities (filed as Exhibit 4 to the Company's Report of Foreign Issuer on Form 6-K dated October 23, 2008 (No. 001-08382) and incorporated herein by reference).
- 2.5 Fourth Supplemental Indenture, dated as of March 8, 2010, relating to the Debt Securities (filed as Exhibit 4(f) to the Company's Post-Effective Amendment (No. 333-156118) to the Company's Registration Statement on Form F-3, filed by the Company on March 10, 2010 and filed as Exhibit 2.8 to the Company's Annual Report on Form 20-F (No. 001-08382) for the year ended December 31, 2009, filed by the Company on March 31, 2010 and incorporated herein by reference).
- 2.6 Fiscal Agency Agreement dated March 30, 2017 relating to an unlimited aggregate principal amount of debt securities authorized to be issued under the Company's Program for the Continuous Issuance of Debt Instruments (filed herewith).

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- 2.7 Deed of Covenant dated April 4, 2014 relating to an unlimited aggregate principal amount of securities of SEK authorized to be issued under the Company's Program for the Continuous Issuance of Debt Instruments (filed as Exhibit 2.6 to the Company's Annual Report on 20-F (No. 001-08382) for the year ended December 31, 2014, and incorporated herein by reference).
- 2.8 ASX Austraclear Registry and IPA Services Agreement dated February 29, 2016 relating to an unlimited principal amount of debt securities authorized to be issued under the Company's Australian Dollar Debt Issue Programme (filed herewith).
- 2.9 Third Note Deed Poll dated 29 February, 2016 relating to an unlimited principal amount of debt securities authorized to be issued under the Company's Australian Dollar Debt Issue Program (filed herewith).
- 7.1 Statement of Calculation of Ratios of Earnings to Fixed Charges (filed herewith).
- 8.1 List of Subsidiaries (filed herewith).
- 12.1 Certifications pursuant to Rule 13a-14(a) or Rule 15d-14(a) under the Securities Exchange Act of 1934 (filed herewith).
- 13.1 Certifications pursuant to 18 U.S.C. Section 1350, as adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (filed herewith).
- 14.1 Consent of Independent Registered Public Accounting Firm (filed herewith).

Pursuant to Instruction 2(b) (i) in the "Instructions as to Exhibits" in Form 20-F, various instruments defining the rights of holders of long-term debt securities issued by the Company are not being filed herewith because such debt securities are not registered with the Commission and the total amount of debt securities authorized under each such instrument does not exceed 10 percent of the total assets of the Company. The Company hereby agrees to furnish a copy of any such instrument to the Commission upon request.

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**Report of Independent Registered Public Accounting Firm**

To the Board of Directors and shareholder of Aktiebolaget Svensk Exportkredit (Swedish Export Credit Corporation)

***Opinion on the Financial Statements***

We have audited the accompanying consolidated statement of financial position of Aktiebolaget Svensk Exportkredit (Swedish Export Credit Corporation) and its subsidiaries as of December 31, 2017, and the related consolidated statements of comprehensive income, changes in equity and cash flows for the year then ended, including the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2017, and the results of their operations and their cash flows for the year then ended in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board.

The consolidated financial statements of the Company as of December 31, 2016 and for each of the two years in the period ended December 31, 2016 were audited by other auditors whose report dated February 24, 2017 expressed an unqualified opinion on those consolidated financial statements.

***Basis for Opinion***

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit of these consolidated financial statements in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audit provides a reasonable basis for our opinion.

/s/ Öhrlings PricewaterhouseCoopers AB

Stockholm, Sweden  
February 26, 2018

We have served as the Company's auditor since 2017.

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### Consolidated Statement of Comprehensive Income

Skr mn	Note	2017	2016	2015
Interest revenues		3,896	3,188	2,835
Interest expenses		-2,213	-1,441	-1,173
<b>Net interest revenues</b>	<b>2</b>	<b>1,683</b>	<b>1,747</b>	<b>1,662</b>
Net fee and commission expense	3	-28	-29	-6
Net results of financial transactions	4	-102	-110	400
<b>Total operating income</b>		<b>1,553</b>	<b>1,608</b>	<b>2,056</b>
Personnel expenses	5	-320	-308	-295
Other administrative expenses	6	-232	-236	-164
Depreciation and impairment of non-financial assets	7	-45	-46	-98
<b>Total operating expenses</b>		<b>-597</b>	<b>-590</b>	<b>-557</b>
<b>Operating profit before net credit losses</b>		<b>956</b>	<b>1,018</b>	<b>1,499</b>
Net credit losses	9	51	-16	36
<b>Operating profit</b>		<b>1,007</b>	<b>1,002</b>	<b>1,535</b>
Tax expenses	10	-235	-222	-348
<b>Net profit(1)</b>		<b>772</b>	<b>780</b>	<b>1,187</b>
<b>Other comprehensive income related to:</b>				
Items to be reclassified to profit or loss				
<i>Available-for-sale securities</i> (2)		-33	46	-8
<i>Derivatives in cash-flow hedges</i> (2)		-91	-169	-217
Tax on items to be reclassified to profit or loss	10	27	27	49
<b>Net items to be reclassified to profit or loss</b>		<b>-97</b>	<b>-96</b>	<b>-176</b>
Items not to be reclassified to profit or loss				
<i>Revaluation of defined benefit plans</i>		-4	-26	49
Tax on items not to be reclassified to profit or loss	10	1	6	-11
<b>Net items not to be reclassified to profit or loss</b>		<b>-3</b>	<b>-20</b>	<b>38</b>
<b>Total other comprehensive income</b>		<b>-100</b>	<b>-116</b>	<b>-138</b>
<b>Total comprehensive income(1)</b>		<b>672</b>	<b>664</b>	<b>1,049</b>
Skr				
Basic and diluted earnings per share(3)		193	195	297

(1) The entire profit is attributable to the shareholder of the Parent Company.

(2) See the Consolidated Statement of Changes in Equity.

(3) The average number of shares in 2017 amounts to 3,990,000 (2016: 3,990,000; 2015: 3,990,000).

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### Consolidated Statement of Financial Position

Skr mn	Note	December 31, 2017	December 31, 2016
<b>Assets</b>			
Cash and cash equivalents	11, 12	1,231	7,054
Treasuries/government bonds	11, 12	4,382	3,687
Other interest-bearing securities except loans	11, 12	39,807	49,901
Loans in the form of interest-bearing securities	11, 12	41,125	46,222
Loans to credit institutions	9, 11, 12	23,198	26,190
Loans to the public	8, 9, 11, 12	141,111	147,909
Derivatives	12, 14	7,803	12,005
Property, plant, equipment and intangible assets	7	88	123
Other assets	16	3,556	4,167
Prepaid expenses and accrued revenues	17	2,091	2,184
<b>Total assets</b>		<b>264,392</b>	<b>299,442</b>
<b>Liabilities and equity</b>			
Borrowing from credit institutions	12, 18	2,317	3,756
Senior securities issued	12, 18	222,516	249,192
Derivatives	12, 14	16,480	22,072
Other liabilities	19	826	2,374
Accrued expenses and prepaid revenues	20	2,063	2,036
Deferred tax liabilities	10	531	559
Provisions	5, 21	45	51
Subordinated securities issued	12, 22	2,040	2,266
<b>Total liabilities</b>		<b>246,818</b>	<b>282,306</b>
Share capital		3,990	3,990
Reserves		30	130
Retained earnings		13,554	13,016
<b>Total equity</b>	23	<b>17,574</b>	<b>17,136</b>
<b>Total liabilities and equity</b>		<b>264,392</b>	<b>299,442</b>

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### Consolidated Statement of Changes in Equity

Skr mn	Equity	Share capital	Reserves			Retained earnings
			Hedge reserve	Fair value reserve	Defined benefit plans	
Opening balance of equity January 1, 2015	16,157	3,990	398	5	-19	11,783
Net profit for the year	1,187					1,187
Other comprehensive income related to:						
Items to be reclassified to profit or loss						
<i>Available-for-sale securities</i>	-8			-8		
<i>Derivatives in cash-flow hedges</i>						
Reclassified to profit or loss	-217		-217			
Tax on items to be reclassified to profit or loss	49		47	2		
Items not to be reclassified to profit or loss						
<i>Revaluation of defined benefit plans</i>	49				49	
Tax on items not to be reclassified to profit or loss	-11				-11	
<b>Total other comprehensive income</b>	<b>-138</b>		<b>-170</b>	<b>-6</b>	<b>38</b>	
<b>Total comprehensive income</b>	<b>1,049</b>		<b>-170</b>	<b>-6</b>	<b>38</b>	<b>1,187</b>
Dividend	-378					-378
<b>Closing balance of equity 2015(1),(2)</b>	<b>16,828</b>	<b>3,990</b>	<b>228</b>	<b>-1</b>	<b>19</b>	<b>12,592</b>
Net profit for the year	780					780
Other comprehensive income related to:						
Items to be reclassified to profit or loss						
<i>Available-for-sale securities</i>	46			46		
<i>Derivatives in cash-flow hedges</i>						
Reclassified to profit or loss	-169		-169			
Tax on items to be reclassified to profit or loss	27		37	-10		
Items not to be reclassified to profit or loss						
<i>Revaluation of defined benefit plans</i>	-26				-26	
Tax on items not to be reclassified to profit or loss	6				6	
<b>Total other comprehensive income</b>	<b>-116</b>		<b>-132</b>	<b>36</b>	<b>-20</b>	
<b>Total comprehensive income</b>	<b>664</b>		<b>-132</b>	<b>36</b>	<b>-20</b>	<b>780</b>
Dividend	-356					-356
<b>Closing balance of equity 2016(1),(2)</b>	<b>17,136</b>	<b>3,990</b>	<b>96</b>	<b>35</b>	<b>-1</b>	<b>13,016</b>
Net profit for the year	772					772
Other comprehensive income related to:						
Items to be reclassified to profit or loss						
<i>Available-for-sale securities</i>	-33			-33		
<i>Derivatives in cash-flow hedges</i>						
Reclassified to profit or loss	-91		-91			
Tax on items to be reclassified to profit or loss	27		20	7		
Items not to be reclassified to profit or loss						
<i>Revaluation of defined benefit plans</i>	-4				-4	
Tax on items not to be reclassified to profit or loss	1				1	
<b>Total other comprehensive income</b>	<b>-100</b>		<b>-71</b>	<b>-26</b>	<b>-3</b>	
<b>Total comprehensive income</b>	<b>672</b>		<b>-71</b>	<b>-26</b>	<b>-3</b>	<b>772</b>
Dividend	-234					-234
<b>Closing balance of equity 2017(1),(2)</b>	<b>17,574</b>	<b>3,990</b>	<b>25</b>	<b>9</b>	<b>-4</b>	<b>13,554</b>

(1) The entire equity is attributable to the shareholder of the Parent Company.

(2) See Note 23 to the Consolidated Financial Statements.

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### Statement of Cash Flows in the Consolidated Group

Skr mn	2017	2016	2015
<b>Operating activities</b>			
Operating profit(1)	1,007	1,002	1,535
<i>Adjustments for non-cash items in operating profit</i>			
Provision for credit losses - net	-51	16	-36
Depreciation and impairment of non-financial assets	45	46	98
Exchange-rate differences	0	0	22
Unrealized changes in fair value	110	195	-396
Other	170	30	18
Income tax paid	-365	-276	-580
<b>Total adjustments for non-cash items in operating profit</b>	<b>-91</b>	<b>11</b>	<b>-874</b>
Increase (-)/decrease (+) in lending	3,394	10,864	14,373
Increase (-)/decrease (+) in bonds and securities held	6,738	-9,041	28,448
Other changes in assets and liabilities — net	-1,598	-54	469
<b>Cash flow from operating activities</b>	<b>9,450</b>	<b>2,782</b>	<b>43,951</b>
<b>Investing activities</b>			
Capital expenditures	-10	-39	-66
<b>Cash flow from investing activities</b>	<b>-10</b>	<b>-39</b>	<b>-66</b>
<b>Financing activities</b>			
Senior debt	115,040	87,989	69,355
Repayments of debt	-86,266	-70,829	-74,546
Repurchase and early redemption of own long-term debt	-38,693	-14,523	-41,006
Derivatives	-4,931	-182	-2,071
Dividend paid	-234	-356	-378
<b>Cash flow from financing activities</b>	<b>-15,084</b>	<b>2,099</b>	<b>-48,646</b>
<b>Net cash flow for the period</b>	<b>-5,644</b>	<b>4,842</b>	<b>-4,761</b>
<b>Cash and cash equivalents at beginning of the year</b>	<b>7,054</b>	<b>2,258</b>	<b>7,099</b>
Net cash flow for the period	-5,644	4,842	-4,761
Exchange-rate differences on cash and cash equivalents	-179	-46	-80
<b>Cash and cash equivalents at end of year(2)</b>	<b>1,231</b>	<b>7,054</b>	<b>2,258</b>
<i>of which cash at banks</i>	<i>600</i>	<i>916</i>	<i>294</i>
<i>of which cash equivalents</i>	<i>631</i>	<i>6,138</i>	<i>1,964</i>

(1) Interest payments received and expenses paid.

Interest payments received	3,965	2,975	2,990
Interest expenses paid	2,139	1,229	1,273

(2) Cash and cash equivalents include, in this context, cash at banks that can be immediately converted into cash and short-term deposits for which the time to maturity does not exceed three months from trade date. See Note 11 to the Consolidated Financial Statements.

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### **Note 1a. Significant accounting policies**

The accounting policies set out below have been applied consistently to all periods presented in these consolidated financial statements, unless otherwise stated.

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- [\*\*\(c\) Changes to accounting policies and presentation\*\*](#)
- [\*\*\(d\) Basis of consolidation\*\*](#)
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#### **(a) Reporting entity**

AB Svensk Exportkredit (“SEK” or “the Parent Company”) is domiciled in Sweden. The address of the company’s registered office is Klarabergsviadukten 61—63, P.O. Box 194, SE-101 23 Stockholm, Sweden. The Consolidated Group as of December 31, 2017 encompasses SEK and its wholly owned subsidiary Venantius AB, including the latter’s wholly owned subsidiary VF Finans AB (the “Subsidiaries”). These are jointly referred to as the “Consolidated Group” or the “Group”. Venantius AB is no longer engaged in any active business; Venantius AB, together with its wholly owned subsidiary, is being wound down.

#### **(b) Basis of presentation**

##### ***(i) Statement of compliance***

The consolidated accounts have been compiled in accordance with International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board (IASB). The IFRS standards applied by SEK are all endorsed by the European Union (EU). Additional standards, consistent with IFRS, are imposed by the Swedish Annual Accounts Act for Credit Institutions and Securities Companies (1995:1559) (ÅRKL), Recommendation RFR 1, Supplementary Accounting Principles for Groups, issued by the Swedish Financial Reporting Board (RFR), and the accounting regulations of the Swedish FSA (FFFS 2008:25), all of which have been complied with in preparing the Consolidated Financial Statements, of which these notes form a part. SEK also follows the Swedish Government’s general guidelines regarding external reporting in accordance with the State’s ownership policy and guidelines for state-owned companies. The accounting policies of the Parent Company match those used in the preparation of the Consolidated Financial Statements, except as stated in Note 1a, section (q) below.

Certain additional disclosures required by applicable regulations or legislation are included in the notes, or with reference to the “Risk and Capital Management” section of Note 30 to the Consolidated Financial Statements. Such information is deemed to be incorporated herein by reference.

The Consolidated Financial Statements and the Parent Company’s annual report were approved for issuance by SEK’s Board of Directors on February 22, 2018. The Group’s Statements of Comprehensive Income and Financial Position and the Parent Company’s income statement and balance sheet will be subject to approval by SEK’s shareholder at the Annual General Meeting to be held on April 24, 2018.

##### ***(ii) Basis of measurement***

The Consolidated Financial Statements have been prepared on an amortized cost basis, subject to the following exceptions:

all derivatives are measured at fair value, financial instruments — measured at fair value through profit or loss — are measured at fair value, available-for-sale financial assets, are measured at fair value, when applying hedge accounting at fair value, amortized cost is adjusted in the Consolidated Financial Statements based on the underlying hedged item, to reflect changes in fair value with regard to the hedged risk.

##### ***(iii) Functional and presentation currency***

SEK has determined that the Swedish krona (Skr) is the Parent Company’s functional and presentation currency under IFRS. Significant factors are that SEK’s equity is denominated in Swedish kronor, its performance is evaluated based on a result expressed in Swedish kronor, and that a large portion of SEK’s expenses, especially personnel expenses, other expenses and taxes, are denominated in Swedish kronor. SEK manages its foreign currency risk by hedging exposures between the Swedish kronor and other currencies.

##### ***(iv) Going concern***

SEK’s Board of Directors and management have made an assessment of SEK’s ability to continue as a going concern and are satisfied that SEK has the resources to continue operations for the foreseeable future. The Board of Directors and management are not aware of any material uncertainties that could cast significant doubt upon SEK’s ability to continue as a going concern. Therefore, the financial statements continue to be prepared on a going-concern basis.

### **(c) Changes to accounting policies and presentation**

In all significant respects, the accounting policies, bases of calculation and presentation are unchanged compared with the 2016 Annual Report, except for the Consolidated Statement of Cash Flows. Cash flows related to derivative transactions are presented net under financing activities. Previously, these were allocated between operating activities and financing activities. The amendments to IAS 7 — Statement of Cash Flows contain new disclosure requirements applying to changes in financing activities that previously had been disclosed separately in conjunction with the Consolidated Statement of Cash Flows. SEK has also applied the amendments in the ÅRKL, the Code and the Swedish Government's general guidelines regarding external reporting in accordance with state's ownership policy and guidelines for state-owned companies pertaining to sustainability and diversity disclosures. In addition to the above changes, certain amounts reported in prior periods have been restated to conform to the current presentation. SEK analyzes and assesses the application and impact of changes in financial reporting standards that are applied within the Group. Changes that have not been named are either not applicable to SEK or have been adjudged to not have a material impact on SEK's financial reporting.

### **(d) Basis of consolidation**

The Consolidated Financial Statements encompass the Parent Company and all subsidiaries, meaning companies over which the Parent Company has control and that are impacted by the company's results. The Consolidated Financial Statements have been prepared using the purchase method. The financial statements of subsidiaries are included in the Consolidated Financial Statements from the date that control commences until the date that control ceases. The accounting policies of subsidiaries are consistent with Group policies. Intra-group transactions and balances, and any unrealized gains and losses arising from intra-group transactions, are eliminated in preparing the Consolidated Financial Statements. Unless otherwise stated or when it is clear from the context, the information in these notes relates to the Consolidated Group and the Parent Company. Consolidation of SEK pursuant to the supervisory regulations does not differ from the consolidation made in the Consolidated Financial Statements. Since no subsidiary is an institute pursuant to the CRR definition, subsidiaries are not subject to the supervisory regulations on an individual basis. No current or anticipated material restrictions to prompt transfer of own funds or repayment of liabilities among the parent or its subsidiaries have been identified.

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### **(e) Segment reporting**

Segments are identified based on internal reporting to the CEO who serves as the chief operating decision maker. SEK has one segment, lending, based partly on the company's assignment from the owner, which is to ensure access to financial solutions for the Swedish export industry on commercial and sustainable terms, and partly on how governance and earnings monitoring of the business are conducted. Accordingly, no segment reporting has been prepared. Disclosures regarding the geographic breakdown and revenue per product group are presented in Note 2.

### **(f) Recognition of operating income**

#### ***(i) Net interest income***

Interest revenue and interest expense related to all financial assets and liabilities, regardless of classification, are recognized in net interest income. Interest revenue and interest expense are recognized gross, with the exception of interest revenue and interest expenses related to derivatives, which are reported on a net basis. Interest for derivatives used to hedge borrowing is recognized as interest expense and interest on all derivatives used to hedge assets is recognized as interest revenue, regardless of whether the contracts' net interest is positive or negative. This reflects the real interest expense of borrowing after taking economic hedges into account. Negative effective interest rates on assets are recognized as interest expense and negative effective interest rates on liabilities are recognized as interest revenue. Interest revenue and interest expense are calculated and recognized based on the effective interest rate method or based on a method that results in interest revenue or interest expense that is a reasonable approximation of the result that would be obtained using the effective interest method as the basis for the calculation. The effective interest rate is regarded as an integral part of the effective interest rate of a financial instrument (usually fees received as compensation for risk). The effective interest rate is equivalent to the rate used to discount contractual future cash flows to the carrying amount of the financial asset or liability. In addition to interest revenue and interest expense, net interest income, where these are recognized as interest expense, includes the resolution fee (formerly called the stability fund fee) and guarantee commissions that are comparable to interest.

Pursuant to the company's assignment as stated in its owner instruction issued by the Swedish government, SEK administers credit granting in the Swedish system for officially supported export credits (CIRR system). SEK receives compensation from the Swedish government in the form of an administration fee, which is calculated based on the principal amount outstanding. SEK has determined that the CIRR system should be considered an assignment whereby SEK acts as an agent on behalf of the Swedish government, rather than being the principal in individual transactions. Accordingly, interest revenue, interest expense and other costs pertaining to CIRR system assets and liabilities are not recognized in SEK's Statement of Comprehensive Income. The administrative compensation received by SEK from the Swedish government is recognized as part of interest income in SEK's Statement of Comprehensive Income since the commission received in compensation is equivalent to interest. Any income for SEK that arises from its credit arranger role is recognized in SEK's Statement of Comprehensive Income under net interest income.

All assets and liabilities related to the CIRR system are respectively included in the Consolidated Statement of Financial Position and in the Parent Company's balance sheet since SEK bears the credit risk for the lending and acts as the counterparty for lending and borrowing. Unrealized revaluation effects on derivatives related to the CIRR system are recognized net under other assets.

#### ***(ii) Net fee and commission expense***

Commissions earned and commissions incurred are recognized as net fee and commission expense in SEK's Statement of Comprehensive Income. The gross amounts of commissions earned and commissions incurred are disclosed in the notes to the financial statements. The recognition of commissions earned depends on the purpose for which the fee is charged. Fees are either recognized as revenue when services are provided or accrued over the period of a specific business transaction. Commissions incurred are transaction-based, and are recognized in the period in which the services are received. Guarantee commissions that are comparable to interest and fees that comprise integrated components of financial instruments, and therefore included in the effective interest rate, are not recognized as commissions and are instead included under net interest income.

#### ***(iii) Net results of financial transactions***

Net results of financial transactions include realized gains and losses related to all financial instruments and unrealized gains and losses on all financial instruments measured at fair value, except for the types of financial instruments for which the change is to be recognized in other comprehensive income. Gains and losses include gains and losses related to currency exchange effects, interest-rate changes, changes in credit spreads on SEK's own debt, changes in basis-spreads and changes in the credit rating of the counterparty to the financial contract. The item also includes market value changes attributable to hedged risks and derivatives in fair-value hedges. Realized gains and losses from financial instruments measured at amortized cost, such as interest rate compensation received and realized gains/losses from the repurchase of issued own debt, are recognized as they arise directly under net results of financial transactions.

### **(g) Foreign currency transactions**

Monetary assets and liabilities in foreign currencies have been translated into the functional currency (Swedish krona) at the exchange rates applicable on the last day of each reporting period. Revenues and costs in foreign currencies are translated into Swedish kronor at the exchange rate prevailing on the dates that they arise. Any changes in the exchange rates between the relevant currencies and the Swedish krona relating to the period between the dates that they arise and the date of settlement are recognized as currency exchange effects. Currency exchange effects on the nominal amounts of financial assets and liabilities measured at fair value are recognized as currency exchange effects, although the currency exchange effect on the change in fair value that arises due to other components is not separated. Currency exchange effects are included as a component of net results of financial transactions.

### **(h) Financial instruments**

#### ***(i) Recognition and derecognition in the statement of financial position***

When recognizing financial instruments, trade date accounting is applied for the recognition and derecognition of securities bought, securities issued and derivatives. Other financial instruments are recognized in the statement of financial position and derecognized from this on the relevant settlement date. The difference between the carrying amount of a financial liability or an asset (or part of a

financial liability or an asset) that is extinguished or transferred to another party and the consideration paid is recognized in the Statement of Comprehensive Income under net results of financial transactions. A financial asset or liability is recognized in the statement of financial position only when SEK becomes a party to the contractual provisions of the instrument. A financial asset is derecognized from the statement of financial position when the contractual rights to receive the cash flows from the asset cease or when the asset is transferred and the transfer qualifies for derecognition. A financial liability (or part of a financial liability) is derecognized from the statement of financial position only when it is extinguished, such as when the obligation specified in the contract is discharged, canceled or expires. In the case of renegotiated financial assets, such as lending, the asset is derecognized from the statement of financial position when the terms of the loan are deemed to be substantially different. The terms are deemed to be substantially different when the present value of the cash flows under the new terms, including any fees paid net of any fees received and discounted using the original effective interest rate, differs by not less than 10 percent from the discounted present value of the remaining cash flows for the original debt instrument. A change of currency or counterparty are deemed substantially different terms. Should the renegotiated loan entail terms that are substantially different, it is recognized as a new loan.

***(ii) Measurement on initial recognition***

When financial instruments are initially recognized, they are measured at fair value plus, in the case of financial assets or financial liabilities not carried at fair value through profit or loss, any transaction costs that are directly attributable to the acquisition or issuance of the financial asset or financial liability.

***(iii) Offsetting***

Financial assets and liabilities are offset and presented in the statement of financial position when the Group has a legal right to offset the amounts and intends either to settle on a net basis or to realize the asset and settle the liability simultaneously. Derivative assets and derivatives liabilities in relation to central clearing counterparties are not offset since these do not add up to material amounts. Refer to Note 14 to the Consolidated Financial Statements for further information about the offsetting of financial assets and financial liabilities.

***(iv) Classification of financial assets and liabilities***

Financial assets are categorized in three categories for valuation purposes: loans and accounts receivable, financial assets at fair value through profit or loss and available-for-sale financial assets. Financial liabilities are categorized in two categories for valuation purposes: financial liabilities at fair value through profit or loss and other financial liabilities.

*Loans and accounts receivable* This category is used for loans and loans in the form of interest-bearing securities that are not listed in an active market. Transactions in the category of loans and receivables are measured at amortized cost, using the effective interest rate method. The balance sheet items Cash and cash equivalents, Loans to credit institutions, Loans to the public and Loans in the form of interest-bearing securities are included in this category. When one, or multiple, derivatives are used to hedge a currency and/or interest-rate risk relating to a loan or receivable, fair-value hedge accounting is applied. Hedge accounting is not applied for hedging lending in the CIRR system.

*Financial assets at fair value through profit or loss.* There are two main subcategories in the category of financial assets at fair value through profit or loss: financial assets designated upon initial recognition at fair value through profit or loss; and assets held for trading. Where two or more derivatives hedge both interest-rate and credit exposures in an asset, such transactions may be classified

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irrevocably as a financial assets at fair value through profit or loss. Making such designations eliminates or significantly reduces an accounting mismatch that would otherwise arise from measuring assets or liabilities or recognizing the gains or losses on them on different bases. Derivatives are always classified as financial assets or liabilities at fair value through profit or loss, except when they are subject to hedge accounting. Assets classified as held-for-trading comprised solely derivatives held for economic hedging.

*Available-for-sale financial assets.* This category is used for interest-bearing securities included in SEK's liquidity investments. Transactions classified as available-for-sale financial assets are carried at fair value, with unrealized changes in value recognized in other comprehensive income. If assets are sold, changes in fair value are transferred from other comprehensive income to profit or loss.

*Financial liabilities at fair value through profit or loss.* There are two main subcategories in the category of financial liabilities at fair value through profit or loss: financial liabilities designated upon initial recognition at fair value through profit or loss and financial liabilities held-for-trading. Securities issued by SEK containing embedded derivatives are in their entirety irrevocably classified as financial liabilities at fair value through profit or loss. Derivatives are always classified as financial assets or liabilities at fair value through profit or loss, except when they are subject to hedge accounting. Liabilities classified as held-for-trading solely comprised derivatives held for economic hedging.

*Other financial liabilities.* All senior securities issued by SEK other than those classified as financial liabilities at fair value through profit or loss are classified as other financial liabilities and measured at amortized cost, using the effective interest rate method. Where one or more derivative is used to hedge currency, interest rate and/or other exposures, fair-value hedge accounting is applied. Subordinated debt is classified as other financial liabilities and is subject to fair-value hedge accounting. When applying fair-value hedge accounting on subordinated debt, hedging is applied to the subordinated debt for the period corresponding to the derivative's time to maturity, when the maturities do not coincide.

### **(v) Presentation of certain financial instruments in the statement of financial position**

The presentation of financial instruments in the statement of financial position differs in certain respects from the categorization of financial instruments made for valuation purposes. Loans in the form of interest-bearing securities comprise loans granted to customers that are contractually documented in the form of interest-bearing securities, as opposed to bilateral loan agreements, which are classified in the statement of financial position either as loans to credit institutions or loans to the public. All other financial assets that are not classified in the statement of financial position as loans in the form of interest-bearing securities are presented as cash and cash equivalents, treasuries/government bonds, other interest-bearing securities except loans or derivatives.

### **(vi) Presentation of certain financial instruments**

*Derivatives.* In the ordinary course of its business, SEK uses various types of derivatives for the purpose of hedging or eliminating SEK's interest-rate, currency-exchange-rate or other exposures. Derivatives are always classified as financial assets or liabilities at fair value through profit or loss, except in connection with hedge accounting. Where SEK decides to categorize a financial asset or liability at fair value through profit or loss, the purpose is always to avoid the mismatch that would otherwise arise from the fact that the changes in the value of the derivative, measured at fair value, would not match the changes in value of the underlying asset or liability, measured at amortized cost.

*Guarantees.* SEK holds financial guarantees in connection with certain loans. Such guarantees are ordinarily accounted for as guarantees in accordance with SEK's established accounting policy and are therefore not recognized in the Consolidated Statement of Financial Position (except for the deferred costs of related guarantee fees paid in advance for future periods). When SEK classifies a risk-mitigating instrument as a financial guarantee, SEK always owns the specific asset whose risk the financial guarantee mitigates and the potential amount that SEK can receive from the counterparty under the guarantee represents only the actual loss incurred by SEK related to its holding. Premiums on financial guarantees are accrued and recognized as interest expense in net interest income. Credit default swaps are recognized at fair value at fair value through profit or loss.

*Embedded derivatives.* In the ordinary course of its business, SEK issues or acquires financial assets or financial liabilities that frequently contain embedded derivatives. When financial assets or liabilities contain embedded derivatives, where the financial characteristics and risks of the instrument's unique components are not related, the entire instrument is irrevocably classified as financial assets or financial liabilities measured at fair value through profit or loss, and thus does not separate the embedded derivatives.

*Leasing assets.* In the ordinary course of its business, SEK acquires leases that are classified as finance leases (as opposed to operating leases). When making such a classification, all aspects of the leasing contract, including third-party guarantees, are taken into account. Any lease payment that is received from a lessee is divided into two components for the purposes of measurement: one component constituting a repayment of the loan and the other component recognized as interest income.

*Committed undisbursed loans and binding offers.* Committed undisbursed loans and binding offers, disclosed under the heading "Commitments" in Note 24 are measured as the undiscounted future cash flows concerning loan disbursements related to loans committed but not yet disbursed at the reporting period end date, as well as binding offers.

*Repurchased debt.* SEK repurchases its own debt from time to time. Gains or losses that SEK realizes when repurchasing own debt instruments are recognized in the Statement of Comprehensive Income as a component of Net results of financial transactions.

### **(vii) Hedge accounting**

SEK applies hedge accounting in cases where derivatives are used to create economic hedging and the hedge relationship is eligible for hedge accounting, with the exception of lending within the CIRR system, for which hedge accounting is not applied. The method used for hedge accounting is either fair-value hedge accounting or cash-flow hedge accounting. In order to be able to apply hedge accounting, the hedge relationships must be highly effective in offsetting changes in fair values attributable to the hedged risks, both at inception of the hedge and for the remaining tenor. If hedge efficiency does not fall within established boundaries, the hedge relationship is terminated.

*Fair-value hedge accounting.* Fair-value hedge accounting is used for transactions in which one or several derivatives are used to hedge the interest-rate risk that has arisen from a fixed-rate financial asset or liability. When applying fair-value hedging, the hedged

item is revalued at fair value with regard to the risk being hedged. SEK defines the risk being hedged in fair-value hedge accounting as the risk of a change in fair value with regard to a chosen reference rate (referred to as interest-rate risk). The hedging instrument may consist of one or several derivatives that exchange fixed interest for floating interest in the same currency (interest-rate derivatives) or one or several instruments that exchange fixed interest in one currency for floating interest in another currency (interest and currency derivatives), in which case the currency risk is a part of the fair value hedge.

If a fair-value hedge relationship no longer fulfills the requirements for hedge accounting, the hedged item ceases to be measured at fair value and is measured at amortized cost, and the previously recognized fair-value changes for the hedged item are amortized over the remaining tenor of the previously hedged item.

*Cash flow hedges.* Cash flow hedge accounting is used for transactions in which one or several derivatives hedge risk for variability in the cash flows from a floating-rate financial asset or liability. When hedging cash flows, the hedged asset or liability is measured at amortized cost and changes in fair value in the hedging instrument are recognized in other comprehensive income. When the hedged cash flow is recognized in profit or loss, the value changes in the hedging instrument in the Statement of Comprehensive Income are reclassified from other comprehensive income to profit or loss. SEK defines the risk hedged in a cash flow hedge as the risk of variability of cash flows with regard to a chosen reference rate (referred to as cash flow risk). The hedging instrument may consist of one or several derivatives that exchange floating interest for fixed interest in the same currency (interest-rate derivatives) or one or several derivatives that exchange floating interest in one currency for fixed interest in another currency (interest and currency derivatives).

If a cash flow hedge relationship no longer fulfills the requirements for hedge accounting, or if the designation is revoked and accumulated gains or losses related to the hedge have been recorded in equity, such gains or losses remain in equity and are amortized through other comprehensive income to net interest income over the remaining tenor of the previously hedged item.

#### ***(viii) Principles for determination of fair value of financial instruments***

The best evidence of fair value is prices in an active market. Fair-value measurements are categorized using a fair-value hierarchy. The financial instruments carried at fair value in the statement of financial position have been categorized under the three levels of the fair-value hierarchy according to IFRS that reflect the significance of inputs. The categorization of these instruments is based on the lowest level of input that is significant to the fair value measurement in its entirety. SEK uses the following hierarchy for determining and disclosing the fair value of financial instruments, based on valuation techniques:

Level 1: quoted (unadjusted) prices in active markets for identical assets or liabilities;

Level 2: valuation models for which all inputs with a significant effect on the recorded fair value are observable, either directly or indirectly; and

Level 3: techniques which use inputs which have a significant effect on the recorded fair value that are not based on observable market data.

SEK recognizes transfers between levels of the fair-value hierarchy in the beginning of the reporting period in which the change has occurred.

For all classes of financial instruments (assets and liabilities), fair value is established by using internally established valuation models, externally established valuation models or observable market prices. If the market for a financial instrument is not active, fair value is established by using a valuation technique. The objective of using a valuation technique is to establish what the transaction price would have been at the measurement date in an arm's length exchange based on normal business terms and conditions.

Valuation techniques include using recent arm's length market transactions between knowledgeable, willing parties, if available.

Reference to the current fair value of another instrument that is substantially the same can also be used. If the aforementioned are not available, discounted cash flow analysis or option pricing models may be used for assessing the instrument's value. Periodically, the valuation techniques are calibrated and tested for validity using prices from observable current market transactions in the same instruments, or based on any available observable market data, or compared with the counterparty's prices.

In calculating fair value with valuation models, SEK seeks to use liquid, observable market quotes (market data) as far as possible, to best reflect the market's view on prices. These market quotes

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are used, directly or indirectly, for the calculation of fair value. Examples of the indirect use of market data are:

the derivation of discount curves from observable market data, which is then interpolated to calculate the non-observable data points; and

model parameters in quantitative models, which are used to calculate the fair value of a structured product, where the model is calibrated so that available market data can be used to recreate observable market prices on similar instruments.

In some cases, due to low liquidity in the market, there is no access to observable market data. In these cases, SEK follows market practice by basing its valuations on:

historically observed market data. One example is when no observable market data exists for a specific date, the previous day's market data is used in the valuation; and

similar observable market data. One example is if there are no observable market prices for a bond it can be valued through a credit curve based on observable prices for instruments with the same credit risk.

For observable market data, SEK uses third-party information based on purchased contracts (such as Reuters and Bloomberg). This type of information can be divided into two groups, with the first group consisting of directly observable prices and the second of market data calculated from the observed prices.

Examples from the first group are — for various currencies and maturities — currency rates, stock prices, share index levels, swap prices, future prices, basis spreads and bond prices. The discount curves that SEK uses, which are a cornerstone of valuation at fair value, are constructed from observable market data.

Examples from the second group are the standard forms of quotes, such as call options in the foreign exchange market quoted through volatility, which is calculated so that the “Black-Scholes model” recreates observable prices. Further examples from this group are — for various currencies and maturities — currency volatility, swap volatility, cap/floor volatilities, stock volatility, dividend schedules for equities and credit derivative spreads. SEK continuously assures the high quality of market data, and a thorough validation of market data is exercised quarterly in connection with the financial reporting.

For transactions that cannot be valued based on observable market data, the use of non-observable market data is necessary. Examples of non-observable market data are discount curves created using observable market data that are then extrapolated to calculate non-observable interest rates, correlations between different underlying market parameters and volatilities at long maturities. Correlations that are non-observable market data are calculated from time-series of observable market data. When extrapolated market data such as interest rates are used they are calculated by setting the last observable node as a constant for longer maturities. Non-observable market data, such as SEK's own credit rating, are assessed based on recently completed emissions by SEK, or if no continuous flow of new transactions exist, spreads against other issuers, in those cases in which observable prices in the secondary market are unavailable.

The valuation models applied by SEK comply with accepted methods for pricing financial instruments. Fair value adjustments are applied by SEK when there are additional factors that market participants take into account and that are not captured by the valuation model. The independent risk function assesses the level of fair-value adjustments to reflect counterparty risk, SEK's own credit rating and other non-observable parameters, where relevant.

Significant models for the valuation of financial instruments must receive annual approval from the Board's Finance and Risk Committee. The use of a valuation model demands a validation and thereafter an approval. Validation is conducted by the independent risk function. Analysis of significant non-observable market data, fair-value adjustments and significant changes in fair values of level 3-instruments are reviewed on quarterly basis by plausibility checks. The valuation result is analyzed and approved by persons responsible for valuation and accounting, and discussed with the Audit Committee quarterly in connection with SEK's interim reports.

### ***(ix) Determination of fair value of certain types of financial instruments***

*Derivatives.* Derivatives are recognized at fair value, and fair value is calculated based on internally established valuation models, external valuation models, prices furnished by external parties or market prices. When calculating fair value for derivative instruments, the impact on the fair value of the instrument related to credit risk (own or counterparty) is based on publicly quoted prices on credit default swaps of the counterparty or SEK, if such prices are available.

*Issued debt instruments.* When calculating the fair value of issued debt instruments, the effect on the fair value of SEK's own credit risk is assessed based on internally established models founded on observations from different markets. The models used include both observable and non-observable parameters for valuation.

*Issued debt instruments that are compound financial instruments with embedded derivatives.* SEK issues debt instruments in many financial markets. A large portion of these are compound financial instruments with embedded derivatives. SEK's policy is to hedge the risks in these instruments using derivatives in order to obtain effective financial hedges. The entire compound financial instruments are irrevocably classified as financial liabilities measured at fair value through profit or loss, and accordingly derivatives are not separated. As there are no quoted market prices for these instruments, valuation models are used to calculate fair value.

### ***(x) Impairment testing of financial assets***

SEK impairment tests loans and other financial assets as described below. Loans and other financial assets are identified as impaired if there is objective evidence of impairment and an impairment test indicates a loss.

Provisions for incurred impairment losses, mainly in the category loans and receivables, are recorded if and when SEK determines it is probable that the counterparty to a loan or another financial asset held by SEK, along with existing guarantees and collateral, will fail to cover SEK's full claim. Such determinations are made for each individual loan or other financial asset. Objective evidence consists of the issuer or debtor suffering significant financial difficulties, outstanding or delayed payments or other observable facts which suggest a measurable decrease in expected future cash flows. If there is objective evidence that an impairment loss on a loan or other receivable has been incurred, the amount of the impairment is measured as the difference between the asset's carrying amount and the present value of estimated future cash flows (excluding future credit losses that have not been incurred) discounted to the relevant

period end at the financial asset's original effective interest rate. The impairment is recognized in profit or loss.

After an individual determination, and if no objective evidence exists for impairment of an individually assessed financial asset, regardless of whether it is material or not, the company includes the asset in a group of financial assets with similar credit risk characteristics and determines, collectively, the need for the impairment of such assets based on quantitative and qualitative analyses. The need for impairment is related to loan losses in the portfolio that have occurred as of the period-end date but which have not yet been identified as individual loan losses.

Impairment of an asset's carrying amount is made to a reserve account which, in the Consolidated Statement of Financial Position, reduces the line item to which it relates.

Charge-offs are recorded when a loss has been confirmed, that is that it is evident that it is highly unlikely that any remaining part of SEK's claim on a counterparty will be reimbursed within the foreseeable future and when there exists no guarantee or collateral covering the claim. Charge-offs may also be made once bankruptcy proceedings have been concluded and a final loss can be established, taking into account the value of any assets held by the bankruptcy estate and SEK's share of these assets.

Recoveries are recorded only if there is virtual certainty of collection, such as in the aftermath of a bankruptcy proceeding when the payment due to SEK has been finally determined.

When a loan is classified as impaired, is past due or is otherwise non-performing, the interest is accounted for in the same manner as the impairment of the principal amount. Accordingly, the interest related to any portion of a loan that is expected to be repaid in the future is recorded in earnings, discounted at the original effective interest rate, while the interest related to any portion of a loan that is not expected to be collected is not recorded in earnings.

Restructured loan receivables pertain to loan receivables where SEK has granted concessions to the borrower as a result of the borrower's deteriorated financial position. Following a restructure, normally, the loan receivable is no longer considered doubtful if the obligation is being met in compliance with the new terms and conditions. Concessions granted in connection with loan restructuring are regarded as credit losses.

If and when a decline in the fair value of an available-for-sale financial asset has been recognized in other comprehensive income and there is objective evidence that the asset is impaired, the cumulative loss that has been recognized is removed from other comprehensive income and recognized in profit or loss, even though the financial asset has not been derecognized in the statement of financial position.

#### **(i) Tangible assets**

Items of property and equipment are measured at cost, less accumulated depreciation and accumulated impairment losses. Cost includes expenditures that are directly attributable to the acquisition of the asset. Tangible assets are depreciated using the straight-line method over their estimated useful lives. Average useful lives, depreciation methods and residual values are evaluated and tested annually. No depreciation is carried out from the time that an asset is classified as an asset held-for-sale.

#### **(j) Intangible assets**

Intangible assets comprise mainly the capitalized portion of investments in IT systems. Expenses that are directly attributable to large investments in the development of IT systems are recognized as intangible assets if they are expected to generate future economic benefits. The capitalized portion of investments in IT systems includes expenses related to the intangible asset, such as consulting fees and expenses for Group personnel who have contributed to producing the intangible asset. Each intangible asset is amortized using the straight-line method over an estimated useful life from the date the asset is available for use. Average useful lives are evaluated and reconsidered on a yearly basis. An annual impairment test is performed on intangible assets not yet used.

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### **(k) Employee benefits**

SEK sponsors both defined-benefit and defined-contribution pension plans.

#### ***(i) Defined-contribution plans***

A defined-contribution pension means that the size of the premium is predetermined, such as is the case with the BTP1 and BTPK plans. A defined-contribution plan is a post-employment benefit plan under which an entity pays fixed contributions into a separate legal entity and has no legal or constructive obligation to pay further amounts. Obligations for contributions to defined-contribution pension plans are recognized as an employee benefit expense in profit or loss at the rate at which they are accrued by employees providing services to the entity during a period. Prepaid contributions are recognized as an asset to the extent that a cash refund or a reduction in future payments is available.

#### ***(ii) Defined-benefit plans***

Defined-benefit pension plans means that the pension benefit is predetermined, such as is the case with the BTP2 plan. Defined-benefit plans are post-employment benefit plans other than defined-contribution plans. The present value of the net obligation for defined-benefit plans is calculated separately for each plan by estimating the amount of future benefits that employees have earned in return for their service in the current and prior periods. The net obligation is recognized in the balance sheet at its present value less the fair value of any plan assets.

The cost for defined-benefit plans is allocated over the employee's service period. The calculation is performed annually by independent actuaries. The obligations are valued at the present value of the expected future disbursements, taking into consideration assumptions such as expected future pay increases, rate of inflation and mortality rates. The discount rate used is the equivalent of the interest rate on the reporting date for Swedish mortgage bonds, with a remaining term approximating that of the actual commitments. Changes in actuarial assumptions and experience-based adjustments to obligations may result in actuarial gains or losses. These actuarial gains and losses are reported together with the difference between the actual and expected return on pension assets in other comprehensive income as incurred. Service cost, gains/losses from changes in plans, and the interest net of pension assets and liabilities are recognized in profit or loss. The companies of the Group participate in various collective pension plans covering all employees. Sufficient information is available to allow the calculation of SEK's proportionate share in the defined-benefit liabilities, assets and the costs for these plans. The future costs of the plans may change accordingly if the underlying assumptions of the plans change.

### **(l) Equity**

Equity in the Consolidated Group consists of the following items: share capital; reserves; retained earnings; and net profit for the year. Reserves consist of the following items: the reserve for fair-value changes in respect of available-for-sale assets (fair-value reserve); the reserve for fair-value changes in respect of derivatives in cash-flow hedges (hedge reserve); and the reserve for remeasurement in respect of defined-benefit pension plans (reserve for defined-benefit pension plans).

### **(m) Taxes**

Income tax on the profit or loss for the year comprises current and deferred taxes. Current tax is tax expected to be payable on taxable income for the fiscal year. Deferred tax includes deferred tax in the untaxed reserves of the individual Group companies and deferred taxes on other temporary fiscal differences. Deferred tax is calculated with an expected tax rate of 22.0 percent (2016: 22.0 percent). Deferred tax is calculated on all taxable temporary differences, regardless of whether a given temporary difference is recognized in profit or loss, or through other comprehensive income. A temporary difference is the difference between the recognized and fiscal values of an asset or a liability.

### **(n) Earnings per share**

Earnings per share are calculated as net profit divided by the average number of shares. There is no dilution of shares.

### **(o) Statement of cash flows**

The statement of cash flows shows inflows and outflows of cash and cash equivalents during the year. SEK's statement of cash flows has been prepared in accordance with the indirect method, whereby operating profit is adjusted for effects of non-cash transactions such as depreciation and credit losses. The cash flows are classified under operating, investing and financing activities. Cash and cash equivalents include cash at banks where amounts can be immediately converted into cash and short-term deposits where the time to maturity does not exceed three months from the acquisition date.

### **(p) Critical accounting policies, assumptions and estimates**

When adopting and applying the Group's accounting policies, in certain cases, the management makes judgments and estimates that have a significant effect on the amounts recognized in the financial statements. These estimates are based on past experience and assumptions that the company believes are fair and reasonable. These estimates and the judgments behind them affect the reported amounts of assets, liabilities, income and expenses as well as disclosures. Actual outcomes can later differ from the estimates and the assumptions made. SEK assesses that the judgments made related to the following critical accounting policies are the most significant:

Functional currency of the Parent Company; and

That SEK should be regarded as an agent with respect to the CIRR system.

Furthermore, SEK has identified the following key sources of estimation uncertainty when applying IFRS:

Fair value assessments of certain financial instruments; and Provisions for probable credit losses.

#### ***(i) Functional currency of the Parent Company***

SEK has established that the Swedish krona (Skr) is its functional currency under IFRS. Large portions of its assets, liabilities and related derivatives are denominated in foreign currencies. Under IFRS, both assets and liabilities are translated at closing exchange rates and the differences between historical book values and current values are recognized as currency exchange effects in the Statement of Comprehensive Income. These differences largely offset each other, causing the net result not to be of a material amount in relation to total assets and liabilities in foreign currency. This reflects the economic substance of SEK's policy of holding assets financed by liabilities denominated in, or hedged into, the same currency. See Note 27 to the Consolidated Financial Statements for information on SEK's positions in foreign currency.

***(ii) That SEK should be regarded as an agent with respect to the CIRR system.***

SEK has determined that the CIRR system should be considered to be an assignment whereby SEK acts as an agent on behalf of the Swedish government rather than being the principal in the individual transactions. This assessment has been made based on a number of factors, such as: (i) although it does in form, SEK does not in substance bear the risks and benefits associated with ownership; (ii) SEK does not have discretion in establishing prices; and (iii) SEK receives compensation in the form of a fixed commission. SEK has consequently presented the economic activities of the CIRR system on a net basis in profit or loss, rather than the gross amounts collected, in accordance with the owner instruction from the State. If SEK were regarded as a principal with respect to the CIRR system, all revenues and expenses in the CIRR system would be regarded as revenues and expenses of SEK. However, the net effect on SEK's operating profit would be unchanged. For information on the CIRR system, refer to Note 25 to the Consolidated Financial Statements.

***(iii) Fair value assessments of certain financial instruments***

SEK recognizes a large part of the balance sheet at fair value, primarily interest-bearing securities recognized on the lines Treasuries/Government bonds and Other interest-bearing securities except loans, derivatives and issued (senior) debt. When financial instruments are recognized at fair value, these amounts are calculated on the basis of market prices, valuation models, valuations conducted by external parties and discounted cash flows. SEK's financial instruments are predominantly not subject to public trading and quoted market prices are not available. When recognizing the amounts for assets, liabilities and derivatives, as well as income and expenses, it is necessary to make assumptions and assessments regarding the fair value of financial instruments and derivatives, particularly if they comprise unquoted or illiquid securities or other instruments of debt. Should the conditions underlying these assumptions and assessments change, the recognized amounts would also change. Refer to Note 27 to the Consolidated Financial Statements for further information about the impact on the value of financial assets and liabilities of a one percentage point movement in the market interest rate. Other valuation models or assumptions could produce different valuation results. SEK makes judgments regarding what the most appropriate valuation techniques are for the different financial instruments based on their categories. In all cases, the decision is based on a professional assessment pursuant to SEK's accounting and valuation policies. The use of a valuation model demands a validation and thereafter an approval, in addition to approval of all models at least annually. The valuation models applied by SEK comply with accepted methods for pricing financial instruments. Fair-value adjustments are applied when there are additional factors that market participants take into account and that are not captured by the valuation model. A CVA (Credit Value Adjustment) and DVA (Debt Value Adjustment) are made to reflect the counterparty's credit risk and SEK's own credit rating, which affects the fair value of the derivatives (see Note 13 to the Consolidated Financial Statements, for fair value

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changes related to credit risk.)

When financial assets or liabilities are recognized at fair value, the instruments are recognized at their full fair value, including any credit spreads. When quoted market prices are not available for such instruments, certain assumptions must be made about the credit spread of either the counterparty or one's own credit spread, depending on whether the instrument is an asset or a liability.

Developments in the financial markets have to some extent affected the prices at which SEK's debt is issued. These changes, which are different in different markets, have been included in the calculation of fair value for these liabilities. SEK issues debt instruments in many financial markets. A large portion of these are compound financial instruments with embedded derivatives. SEK's policy is to hedge the risks in these instruments using derivatives with corresponding structures in order to obtain effective economic hedges. Such compound financial instruments are classified as financial liabilities measured at fair value. As there mostly are no market quotes for this group of transactions, valuation models are used to calculate fair value. The gross value of these instruments and derivatives, which effectively hedge each other, requires complex judgments regarding the most appropriate valuation technique, assumptions and estimates. If other valuation models or assumptions are used, or if assumptions are changed, this could produce other valuation results. Excluding the impact on the valuation of credit spreads on SEK's own debt and basis spreads, such changes in fair value would generally offset each other.

SEK uses derivative instruments to mitigate and reduce risks attributable to financial assets and liabilities. In order to mitigate counterparty risk, i.e. the form of credit risk generated from derivative transactions, SEK enters into such transactions only with counterparties with good credit ratings. Moreover, SEK endeavors to enter into ISDA Master Agreements with Credit Support Annexes (CSAs) with its counterparties. This means that the highest allowed risk level is established in advance, regardless of what changes in market value may occur. Derivatives are measured at fair value with reference to listed market prices where available. If market prices are not available, valuation models are used instead. SEK uses a model to adjust the fair value of the net exposure for changes in SEK's or the counterparty's credit quality. The models use directly observable market parameters if such are available.

As of December 31, 2017, financial assets and liabilities for which valuation models had been used, and where market inputs with a significant effect on the recorded fair value are observable (level 2) amounted to Skr 46 billion (2016: Skr 57 billion) and Skr 34 billion (2016: Skr 41 billion) (18 percent and (2016: 19 percent) 14 percent (2016: 14 percent) of total financial assets and total financial liabilities respectively). Financial assets and liabilities for which valuation included significant non-observable parameters (level 3) amounted to Skr 2 billion (2016: Skr 3 billion) and Skr 46 billion (2016: Skr 53 billion) (1 percent and (2016: 1 percent) 19 percent (2016: 19 percent) of total financial assets and total financial liabilities respectively). The assessment of non-observable parameters included in models for assessing market value are associated with subjectivity and uncertainty, which can impact the results recognized for specific positions. Despite SEK using appropriate valuation models which are consistent with those used in the market, other models and assumptions for determining the fair value of financial instruments could result in other fair value estimates on the reporting date. At December 31, 2017, the total minimum and maximum effects of changing one or more non-observable parameters to reflect the assumptions under other reasonable circumstances for level 3-instruments amounted to Skr -211 million (2016: Skr -227 million) and Skr 214 million (2016: Skr 227 million) respectively. Refer to Note 13 to the Consolidated Financial Statements for information regarding value changes for assets and liabilities if non-observable market parameters are changed and section (h) (viii) above for the Principles for determination of fair value of financial instruments.

### ***(iv) Provisions for probable credit losses***

Provisions for probable credit losses are recorded if and when SEK determines that it is probable that the obligation under a loan agreement or another asset from the counterparty and/or guarantees held and/or through calling up other collateral held, will fail to cover SEK's full claim. If the underlying assumptions for these internal models should change, this could result in a material change in provisions for probable credit losses.

Impairment is recognized as the difference between the carrying value of a loan and the discounted value of SEK's best estimate of future cash flows. This estimate takes into account a number of factors related to the borrower. The actual amounts of future cash flows and the dates they are received may differ from these estimates and consequently actual losses incurred may differ from those previously recognized. On December 31, 2017, SEK's total lending amounted to Skr 195 billion (2016: Skr 209 billion) and the related impairment reserve amounted to Skr 155 million (2016: Skr 244 million), of which the individual reserve accounted for Skr 65 million (2016: Skr 84 million). If, for example, the actual amount of total future cash flow were to be 10 percent higher or lower than the estimate, this would affect operating profit for the fiscal year ended December 31, 2017 by an additional approximately Skr 15 million (2016: Skr 20—30 million) and equity at the same date by approximately Skr 12 million (2016: Skr 16—24 million). A higher total future cash flow would affect operating profit and equity positively, while a lower total future cash flow would affect operating profit and equity negatively. See Note 9 and Section h (x) to the Consolidated Financial Statements above for additional information.

### **Note 1b. The following new standards and amendments to standards and interpretations not yet adopted are considered relevant to SEK**

#### **Contents:**

##### **IFRS 9 Financial instruments**

- (a) Changes in the classification and measurement of financial assets and liabilities
- (b) Changes in the impairment of financial assets
- (c) Changes in hedge accounting
- (d) IFRS 7R
- (e) Transition information

IFRS 15 Revenue from Contracts with Customers  
IFRS 16 Leases

#### **IFRS 9 Financial instruments**

IFRS 9 replaces IAS 39 Financial Instruments: Recognition and Measurement and enters force from January 1, 2018.

SEK will not be restating comparative periods. Comparative information for 2017 will be reported pursuant to IAS 39 and will not be comparable with the information presented for 2018. Differences arising from the introduction of IFRS 9 will be recognized directly in

retained earnings as of January 1, 2018. From January 1, 2018, SEK also applies IFRS 9 for hedge accounting. The quantitative effect of introducing IFRS 9 as of January 1, 2018 is disclosed in Section 1b (e) Transition information.

The impact of the transition to IFRS 9 on SEK is summarized as follows:

As of January 1, 2018 SEK has assessed liquidity investments, which were previously classified as available-for-sale assets. The conclusion was that these are included in a portfolio where the business model entails measurement at fair value and, accordingly, they are recognized at fair value through profit or loss (FVTPL). Those liquidity investments that were previously classified at fair value pursuant to the fair-value option (FVO) are also classified at FVTPL due to the portfolio's business model. Certain fixed-rate liquidity investments were subject to hedge accounting and, from January 1, 2018, these hedge accounting relationships have been terminated since liquidity investments are now measured at FVTPL.

SEK's lending meets the conditions for SPPI (as defined below) tests and uses a business model that aims to collect contractual cash flows, which means it will be measured at amortized cost.

SEK previously applied its own classification for derivatives in its hedge accounting. As of January 1, 2018, these are not separated into a separate category but instead are categorized together with other derivatives at FVTPL.

Gains and losses that arise from changes in SEK's own credit risk on liabilities classified in accordance with FVO are recognized in the Reserve for changes in own credit risk under Other comprehensive income and are not reclassified to profit or loss.

The principle applied for the impairment of exposures has changed from the approach based on incurred credit loss events under IAS 39, to instead be based on expected credit losses. IFRS 9 states that all assets measured at amortized cost, including credit commitments and financial guarantees, are to be tested for any impairment need, which differs from IAS 39, where collective provisions are not made for off-balance-sheet items or financial assets available-for-sale. The implementation of expected credit loss (ECL) models means lower initial impairment but is expected to entail higher volatility over time.

At December 31, 2017, the transition to IFRS 9 had a total impact on the Group's equity of Skr 14 million after taxes. IFRS 9 had no material impact on capital adequacy and large exposures.

The positive impact on equity from the transition to IFRS 9 is mainly attributable to the calculation of expected credit losses under IFRS 9 representing the probability of default at a specific point-in-time in an economic cycle (Point-in-Time PD). It is also due to greater inclusion under IFRS 9 of forward-looking information.

#### **(a) Changes in the classification and measurement of financial assets and liabilities**

While the existing categories for financial assets are being removed, the three valuation approaches are being kept: fair value through profit or loss (FVTPL); fair value through other comprehensive income (FVOCI); and amortized cost. To determine what to recognize and how to do so, a new evaluation model is being introduced, based on the business model, which is assessed at portfolio level, and type of cash flows, which is assessed at instrument level. The option remains on initial recognition of a transaction, to recognize financial instruments at FVTPL in cases where it eliminates or significantly reduces inconsistencies in valuations and accounting (FVO).

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The rules under IAS 39 are essentially transferred for the recognition of financial liabilities, with the exception of gains and losses arising from changes in SEK's own credit risk on liabilities classified in accordance with FVO. Under IFRS 9, these value changes are recognized in other comprehensive income. Recognition of embedded derivatives in financial liabilities remains unchanged.

From January 1, 2018, SEK will classify financial assets on the basis of the business model and type of cash flow (the asset's terms and conditions) as either:

Financial assets at amortized cost (AMC)

Financial assets at fair value through profit or loss (FVTPL)

Financial liabilities are measured at amortized cost or, if the liability is a derivative or when FVO is used, at FVTPL. The previous category Other financial liabilities has changed name to Financial liabilities measured at amortized cost (AMC), in other words, a financial liability is classified either as:

Financial liabilities at amortized cost (AMC)

Financial liabilities measured at fair value through profit or loss (FVTPL)

From January 1, 2018, SEK is not reclassifying financial assets, apart from exceptional cases that would change SEK's fundamental business model.

### ***(i) Financial assets at amortized cost (AMC)***

Prior to January 1, 2018, the balance sheet items Cash and cash equivalents, Loans to credit institutions, Loans to the public and Loans in the form of interest-bearing securities were recognized in the loans and receivables category, if the transaction was not listed in an active market, and was accordingly measured at amortized cost pursuant to the effective interest rate method.

From January 1, 2018, the balance sheet items Cash and cash equivalents, Loans to credit institutions, Loans to the public and Loans in the form of interest-bearing securities are recognized at amortized cost, provided that the following criteria are met by all assets:

The financial asset is included in a portfolio where the business model aims to collect contractual cash flows.

The terms and conditions for the financial asset entail that the cash flows received comprise solely payments of principal and interest (SPPI) on nominal amounts outstanding.

### **Evaluation of the business model**

The business model is based on SEK's overriding portfolio objective, and on how the company manages, monitors and evaluates the financial assets in the portfolio from both a business and a risk perspective.

The business model is established at a level (homogenous portfolio) that reflects how the asset is treated in relation to the objective/business goal.

The following parameters have been evaluated in relation to the liquidity portfolio:

Internal targets and governance of the liquidity portfolio, and documentation thereof;

Administration and commercial follow-up;

Risk management, follow-up and reporting;

Frequency, objective and volume in terms of noted sales; and

Remuneration models, and how these are impacted by valuation methods.

### **SPPI test**

IFRS 9 requires that SEK categorize financial assets based on the properties of the contractual cash flows, where the financial asset is held in a business model with the objective of holding assets to collect contractual cash flows (hold to collect).

The assessment of the properties of the contractual cash flows aims to identify if the contractual cash flows comprise solely payments of principal and interest, which is an SPPI test. Contractual cash flows that solely payments of principal and interest qualify as a basic lending arrangement, which is a prerequisite for measuring the instrument at amortized cost. SEK has prepared a tool for the implementation and documentation of evaluations and assessments of financial assets in the lending portfolios, whereby relevant factors are taken into consideration, such as the tenor of the interest rate in relation the interest-rate setting period, interest-rate cap/floor, index-linked coupon/interest, payment trigger, currency mismatch, government interest rates and early repayment.

### ***(ii) Financial assets and liabilities measured at fair value through profit or loss (FVTPL)***

Prior to January 1, 2018, financial assets that were irrevocably categorized to recognition at fair value through profit or loss; and assets held for trading were recognized in the category financial assets measured at fair value through profit or loss. When two or more derivatives hedge both interest-rate and credit exposures in an asset, such transactions were sometimes previously classified irrevocably as a financial assets at fair value through profit or loss (FVO), since making such designations eliminates or significantly reduces an accounting mismatch that would otherwise arise from measuring assets or liabilities or recognizing the gains or losses on them on different bases. Derivatives are always classified as financial assets or liabilities at fair value through profit or loss, except when they are subject to hedge accounting.

From January 1, 2018, SEK does not use FVO for financial assets. Derivatives are always measured at FVTPL. Interest-bearing securities included in SEK's liquidity investments, that is the balance-sheet items Treasuries/government bonds and Other interest-bearing securities except loans, are measured at fair value (FVTPL) and, accordingly, they are included in a portfolio, where the business model entails measurement at fair value. Liquidity investments were recognized under IAS 39 in the available-for-sale financial assets category and were measured at fair value with unrealized changes in fair value recognized in other comprehensive income.

Financial assets and liabilities measured at fair value through profit or loss (FVTPL) are recognized at fair value in the statement of financial position. Changes in fair value are recognized in profit or loss under the item Net results of financial transactions with the exception of gains and losses that arise from changes in SEK's own credit risk on liabilities classified in accordance with FVO. Such changes are recognized in the Reserve for changes in own credit risk under Other comprehensive income and are not reclassified to profit or loss.

**(b) Changes in the impairment of financial assets**

IFRS 9 entails a general change in the approach to the recognition of impairment of financial assets, since the principle applied for the impairment of exposures has changed from the approach based on incurred credit loss events under IAS 39; to instead be based on expected credit losses. SEK's calculation of the collectively-assessed credits reserve under IAS 39 was also based on a method using expected credit losses. IFRS 9 states that all assets measured at amortized cost, including credit commitments and financial guarantees, are to be tested for any impairment need, which differs from IAS 39, where collective provisions are not made for off-balance-sheet items or available-for-sale financial assets.

**(i) Overriding basis for the calculation of expected credit losses (ECL)**

The model for calculating ECL is based on an exposure being at one of three different stages. Initially, all exposures where at stage 1. Stage 1 also includes exposures where the credit risk is no longer significantly higher and which have therefore been reclassified from stage 2. In stage 1, the ECL calculation should correspond to provisions based on expected credit losses for the forthcoming 12-month period (12mECL). Where the credit risk has increased significantly since initial recognition, the exposure is moved to stage 2. Stage 2 also includes exposures where the counterparty/exposure is no longer in default and which have therefore been reclassified from stage 3, as well as a smaller portion of exposures that lack an initial rating and where the rating is below BBB. In stage 2, the provision is based on expected credit losses over the remaining lending period of the asset (LTECL). If the exposure moves into default, it is moved to stage 3, where the ECL calculation continues to be based on LTECL. 12mECL comprises the part of LTECL that arises from expected credit losses based on the probability of default (PD) within 12 months of the reporting date. Both LTECL and 12mECL are calculated on an individual basis.

SEK has chosen to use credit rating models for all exposures, in other words, to calculate expected credit losses (ECL) by using the probability of default (PD), loss given default (LGD) and exposure at default (EAD).

**(ii) Significant increase in credit risk**

A significant increase in credit risk is a relative assessment, whereby the credit quality at the reporting date is compared with the initial credit quality when the exposure was recognized. The starting point when assessing what should be included as criteria for the assessment of credit risk is the existing process for following up credit risk and credit risk management within SEK. All counterparties are given a risk rating, which means that risk classification forms the basis for follow-up should a significant increase in credit risk have occurred. Moreover, other indicators currently in use to follow up credit risk in exposures and of counterparties include the number of days past due, forbearance measures and other risk raising factors, such as deviations from covenants. These indicators are applied to assess credit risk and whether a significant increase in credit risk has occurred.

*Risk classification.* A significant increase in credit risk is defined based on a deterioration by a number of steps in the initial rating and where a separation is made between exposures with an initial rating of AAA to A - and others.

*Number of days past due.* SEK applies the presumption specifically stated in IFRS 9 and applies a more than 30-days-past-due criterion for receivables when assessing a significant increase in credit

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risk. All exposures that are more than 30-days-past-due will therefore be included in stage 2 and the LTECL will be calculated for these exposures. To ensure that there is no longer a significant increase in credit risk, a waiting period is applied following the resumption of payments and all past-due receivables being extinguished for the exposure. Appropriate waiting periods are assessed on an ongoing basis to, at any given time, ensure that a reasonable waiting period is set given SEK's exposures and payment structures.

*Forbearance measures.* Exposures encompassed by forbearance measures have a raised credit risk assessment and, therefore, will also be assessed as having a significant increase in credit risk on application of IFRS 9. Similar to the days-past-due criterion, a waiting period will be applied to ensure the exposure no longer has a raised credit risk at the time it is returned to stage 1. Appropriate waiting periods are assessed on an ongoing basis to, at any given time, ensure that a reasonable waiting period is set given SEK's exposures and the reasons the exposure was marked for forbearance.

*Other risk raising factors.* Other factors can exist that indicate an exposure or a counterparty has an increased credit risk, which are not captured by a change in the risk classification, days-past-due or forbearance measures. Examples of these include recurring waivers that impact credit risk, sector trends and extraordinary changes in the management and/or Board of Directors. To capture these risk-raising factors, the management can conduct a specific qualitative assessment of the significant increase in credit risk at a counterparty. Since this assessment comprises a qualitative expert assessment, the waiting period for any transfer to stage 1 will be taken into consideration in the assessment and no extra waiting period will be applied.

### **(iii) Default**

If the exposure moves into default, it is moved to stage 3, where the ECL calculation continues to be based on LTECL. Default is a key concept to the calculation of ECL, since ongoing assessments are made of how likely an exposure is to enter default and of the amount SEK is expected to lose on the exposure should it default.

In the financial reporting when applying IFRS 9, default is defined as:

SEK assesses that it is unlikely that the counterparty will meet its loan commitments in full, irrespective of whether collateral or guarantees are used, and independent of any overdue amount or the number of calendar days since they fell due for payment. This also includes special reasons, such as the risk counterparty's financial position or equivalent is such that it finds itself in a position which — from a creditor's perspective — does not correspond to any form of composition or insolvency procedure. This is termed "unlikely to pay."

The risk counterparty is more than 90 calendar days past due with the payment of a receivable.

If any exposure to a counterparty is deemed in default, all exposures to that counterparty are deemed in default. When an exposure or a counterparty that was previously classified as being in default no longer meets this definition, the exposure or counterparty should no longer be deemed in default. To ensure that default status no longer applies, a waiting period is applied after the moment the exposure or counterparty is no longer deemed to be in default and can accordingly return to stage 2.

### **(iv) Calculation of expected credit losses (ECL)**

The ECL is based on SEK's objective expectation of how much it will lose on the exposure given its knowledge on the reporting date and after taking into consideration what could occur in the future. The ECL is a probability-weighted amount that is determined by evaluating the outcome of several possible stages, and where the data taken into consideration comprises both information from previous conditions, the current conditions and forecasts of future economic conditions. The expected credit loss should be calculated on the gross counterparty, in other words the borrower, which means that the PD for the gross counterparty is used in the model.

Moreover, the LGD should incorporate actual future expectations, in other words, all cash flows including guarantees. The calculation of ECL is Point-in-Time and the included parameters PD, LGD and EAD are all Point-in-Time and should not be confused with the corresponding parameters for capital adequacy.

#### **Probability of default (PD)**

The probability of default (PD) is the likelihood that a counterparty defaults on one or more exposures on a one-year horizon (for stage 1) or for the entire lending period (for stages 2 and 3). When calculating expected credit losses under IFRS 9, PD represents the probability of default at a specific point-in-time in an economic cycle (Point-in-Time PD). The two most important data sources for PD models are Standard & Poor's and the World Bank's database, where we obtain default statistics and transition matrices as well as macroeconomic series and GDP growth forecasts. SEK has chosen to create a PD segmentation at both geographic and industry levels.

SEK's method entails three scenarios being prepared for each PD curve: a base scenario; a downturn scenario; and an upturn scenario.

The three scenarios are defined by a weight allocated to each scenario; the weights should add up to 1, in other words 100%. The World Bank's forecast forms the base scenario. The other scenarios are prepared quarterly by a cross-functional group at SEK, and are then adopted by the Board's Credit Committee. By allocating a weight to each PD curve, we define our expectations of future macroeconomic trends.

#### **Loss Given Default (LGD)**

Loss given default (LGD) is the amount expressed as a percentage of the credit exposure that on default, SEK expects to lose from the defaulting counterparty. The same segments are used for preparing the LGD as are used for the PD, with the addition of the division into large corporates and small and medium-sized enterprises for non-financial companies. Due to the low historic rate of default in SEK's lending, the LGD is modeled by using default data from Global Credit Data (GCD), with the exception of the Sovereign segment, where LGD is prepared based on a qualitative assessment.

When estimating expected losses in cash flows, collateral and other credit enhancements included in the terms and conditions are taken into consideration, subject to the prerequisite that they are not reported separately by the company. The LGD used for estimating ECL should take into consideration all cash flows that could be collected in the case of a default. These also include the cash flows that SEK can expect from collateral and guarantees included in the terms and conditions. Accordingly, the LGD takes into

consideration guarantees where the exposure guaranteed with a guarantee included in the terms and conditions unless an increased correlation between the borrower and the guarantee counterparty is deemed to exist.

#### **Exposure at default (EAD)**

The impairment requirement under IFRS 9 applies for all financial assets measured at amortized cost. Moreover, this encompasses accepted undisbursed binding offers and financial guarantees issued, which are recognized off balance sheet until used. In the above regard, an assessment is to be made of the scope of the default by the borrower on default, since only that amount should be included in the ECL estimate. These are generally termed credit conversion factors (CCF).

The ECL estimate is performed based on the appearance of the exposure at default, which means that the repayment structure and any expectations in terms of early repayment or extension clauses in the agreement need to be considered when assessing the EAD. Based on the completed analyses, contractual maturities are assessed given the repayment structures as being a good approximation of the expected maturities on which the ECL is to be estimated. No specific pattern exists regarding early repayment, which could possibly comprise the basis for another approach.

For existing facilities (accepted, undisbursed), two different credit conversion factors (CCFs) exist depending on when default occurs: (1) for default within one year, calculated using default data from GCD (2) for default after one year, calculated using internal default data. For binding offers regarding existing facilities, CCFs are based on historic internal data regarding the proportion of binding offers that are used. CCFs are used together with the preliminary repayment plan for both the utilized and unutilized portions of existing facilities to model the future exposure on default.

#### **(c) Changes in hedge accounting**

The new rules on hedge accounting allow entities to better reflect risk management activities in financial reporting. IFRS 9 opens opportunities to improve and simplify hedge accounting, which primarily impacts the administrative process for hedge accounting at SEK. The standard expands possibilities for hedging the risk components of non-financial items and allows the inclusion of more types of instruments in a hedge relationship. Moreover, the previous quantitative requirement of 80—125 percent in effect is removed. The three types of hedge relationships set out in IAS 39 (fair-value hedges, cash-flow hedges and hedges of net investment in a foreign operation) are unchanged in IFRS 9. The accounting for each type of hedge is also the same as in IAS 39. SEK only uses fair-value hedges.

A hedging relationship qualifies for hedge accounting only if all of the following criteria are met:

the hedging relationship consists only of eligible hedging instruments and eligible hedged items;  
at its inception there is formal designation and documentation of the hedging relationship and the entity's risk management objective and strategy for undertaking the hedge; and  
the relationship meets all of the hedge effectiveness requirements.

#### **(i) Aggregated exposures**

IFRS 9 permits an aggregated exposure that includes a derivative to be an eligible hedged item. This is a change from IAS 39 which explicitly prohibits a derivative from being designated as a hedged item (unless it is a written option designated as an offset to a purchased option).

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### (ii) Hedge effectiveness

The qualifying criteria in the IFRS 9 hedge accounting model significantly differ from those in IAS 39. To qualify for hedge accounting under IAS 39, the hedging instrument must be highly effective at achieving offsetting changes in fair value or cash flows attributable to the hedged risk both prospectively and retrospectively. To be highly effective, the level of offset must be between 80 percent and 125 percent. Entities must perform quantitative effectiveness tests on an ongoing basis to demonstrate that the hedging relationship qualifies for hedge accounting.

The IFRS 9 hedge accounting model employs a more principles-based approach. To qualify for hedge accounting, the hedge relationship must meet the hedge effectiveness criteria at the beginning of each hedged period which requires that:

- there is an economic relationship between the hedged item and the hedging instrument;
- the effect of credit risk does not dominate the value changes that result from that economic relationship; and
- the hedge ratio of the hedging relationship is the same as that actually used in the economic hedge.

### (iii) Rebalancing and discontinuation of hedge accounting

If a hedging relationship ceases to meet the hedge effectiveness requirement relating to the hedge ratio but the risk management objective for that designated hedging relationship remains the same, the hedge ratio of the hedging relationship must be adjusted (i.e. rebalances the hedge) so that it meets the qualifying criteria again. Hedge accounting is discontinued prospectively only when the hedging relationship (or a part of a hedging relationship) ceases to meet the qualifying criteria (after any rebalancing). This includes instances when the hedging instrument expires or is sold, terminated or exercised. Discontinuing hedge accounting can either affect a hedging relationship in its entirety or only a part of it (in which case hedge accounting continues for the remainder of the hedging relationship). Unlike under IAS 39, hedge accounting may not be voluntarily discontinued if the criteria for discontinuation are not met, in other words, the possibility for voluntarily discontinuing the hedging relationship is removed.

### (d) IFRS 7R

IFRS 7 Financial Instruments: Disclosures has been updated to reflect the differences between IFRS 9 and IAS 39. SEK will apply these updates together with IFRS 9 from January 1, 2018.

### (e) Transition information

The following tables illustrate the effect of implementing IFRS 9 in the statement of financial position and retained earnings, including the effect of replacing IAS 39's impairment model with an ECL model pursuant to IFRS 9.

The following table summarizes the effect on the classification and measurement of SEK's financial assets and liabilities as of January 1, 2018:

Skr mn Financial assets	Measurement category under IAS 39	Carrying amount under IAS 39	Reclassification	ECL	Carrying amount under IFRS 9	Measurement category under IFRS 9
Cash and cash equivalents	Loans and accounts receivable	1,231	—	0	1,231	AMC
Treasuries/government bonds(1)	Available-for-sale assets	4,382	4,382	—	4,382	FVTPL
Other interest-bearing securities except loans(1)	Available-for-sale assets Assets at fair value through profit or loss (FVO)	39,694 113	39,694 113	—	39,694 113	FVTPL
Loans in the form of interest-bearing securities	Loans and accounts receivable	41,125	—	-17	41,108	AMC
Loans to credit institutions	Loans and accounts receivable	23,198	—	-2	23,196	AMC
Loans to the public	Loans and accounts receivable	141,111	—	40	141,151	AMC
Derivatives(2)	Assets at fair value through profit or loss	7,803	—	—	7,803	FVTPL
<b>Total financial assets</b>		<b>258,657</b>	<b>44,189</b>	<b>21</b>	<b>258,678</b>	

Financial liabilities	Measurement category under IAS 39	Carrying amount under IAS 39	Reclassification	ECL	Carrying amount under IFRS 9	Measurement category under IFRS 9
Borrowings from credit institutions	Other financial liabilities	2,317	—	—	2,317	AMC
Borrowing from the public	Other financial liabilities	0	—	—	0	AMC
Senior securities issued	Financial liabilities at fair value through profit or loss (FVO)	63,421	—	—	63,421	FVTPL
Derivatives(2)	Other financial liabilities	159,095	—	—	159,095	AMC
Subordinated securities issued	Financial liabilities at fair value through profit or loss	16,480	—	—	16,480	FVTPL
Provisions(3)	Other financial liabilities	2,040	—	—	2,040	AMC
<b>Total financial liabilities</b>		<b>243,398</b>	<b>—</b>	<b>3</b>	<b>243,401</b>	

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(1) As of January 1, 2018, SEK has made an assessment of the liquidity investments that were previously classified as available-for-sale assets. The conclusion was that these are included in a portfolio where the business model entails measurement at fair value and, accordingly, they are recognized at fair value through profit or loss (FVTPL). Those liquidity investments that were previously classified at fair value pursuant to the fair-value option are also classified at FVTPL due to the portfolio's business model. Certain fixed-rate liquidity investments were already subject to hedge accounting and, from January 1, 2018, these hedge accounting relationships have been terminated since liquidity investments are now measured at FVTPL.

(2) SEK previously applied its own classification for derivatives in its hedge accounting. As of January 1, 2018, these will not be separated into an own category, and will instead be categorized together with other derivatives at FVTPL.

(3) Accumulated expected credit losses for non-financial items are reported under provisions in the statement of financial position.

**The following table illustrates the effect of IFRS on reserves and retained earnings:**

Skr mn	Reserves and retained earnings
<b>Reserve for changes in own credit risk</b>	
Closing balance under IAS 39 (December 31, 2017)	—
The impact of transferring value changes due to changes in credit risk to the Reserve for changes in own credit risk	-578
Tax	127
<b>Opening balance under IFRS 9 (January 1, 2018)</b>	<b>-451</b>
<b>Fair-value reserve</b>	
Closing balance under IAS 39 (December 31, 2017)	9
Reclassification of instruments from AFS to FVTPL	-12
Tax	3
<b>Opening balance under IFRS 9 (January 1, 2018)</b>	<b>—</b>
<b>Retained earnings</b>	
Closing balance under IAS 39 (December 31, 2017)	13,554
The impact of transferring value changes due to changes in credit risk to the Reserve for changes in own credit risk	451
Reclassification of instruments from AFS to FVTPL	9
Effect of IFRS 9 — ECL	18
Tax	-4
<b>Opening balance under IFRS 9 (January 1, 2018)</b>	<b>14,028</b>
<b>Total changes in equity on introduction of IFRS 9</b>	<b>14</b>

**The following table is a reconciliation of the closing balance for accumulated impairments under IAS 39 and the opening balance for accumulated impairments under IFRS 9.**

Skr mn	Impairment reserve under IAS 39 as of December 31, 2017	Revaluation	ECL IFRS 9 January 1, 2018
<b>Reserve for changes in own credit risk regarding:</b>			
Loans and receivables under IAS 39/financial assets at amortized cost under IFRS 9	155	-21	134
Available-for-sale assets under IAS 39/FVTPL pursuant to IFRS 9	—	—	—
<b>Total</b>	<b>155</b>	<b>-21</b>	<b>134</b>
Collateral provided and contingent liabilities	—	3	3
<b>Total</b>	<b>155</b>	<b>-18</b>	<b>137</b>

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### **IFRS 15 Revenue from Contracts with Customers**

In 2014, the IASB issued the new standard, IFRS 15, which describes a comprehensive model for the recognition of revenue from contracts with customers and which replaces current IFRS standards and interpretations for revenue recognition, such as IAS 18 Revenue. The standard is a five-step model, including accounting and measurement requirements, as well as new disclosures. The standard does not apply to financial instruments or leasing contracts. The standard is applicable from January 1, 2018.

SEK adopted the standard with retroactive application, and comparative figures for 2017 will not be recalculated. The adoption of IFRS 15 has not resulted in any transitional effect, and therefore does not affect equity. The standard is not expected to have any material impact on SEK's financial statements, capital adequacy or large exposures.

### **IFRS 16 Leases**

In January 2016, the IASB issued the new accounting standard for leases, with changes for lessees. All leases (with the exception of shortterm and low-value leases) are to be recognized as right-of-use assets subject to depreciation with corresponding liabilities in the lessee's balance sheet, and the lease payments recognized as repayments and interest expense. Lessor accounting remains essentially unchanged.

Further disclosures are also required. SEK's preliminary assessment is that the standard will primarily affect SEK's recognition of operational leases for rental premises, which will not have any material impact on SEK's financial statements, capital adequacy or large exposures.

The standard is applicable from January 1, 2019 and has not yet been approved by the EU.

Other IFRS standards or IFRS Interpretations Committee interpretations, or amendments, not yet effective are not expected to have any material impact on SEK's financial statements, capital adequacy or large exposures.

### **Note 2. Net interest revenues**

Skr mn	Consolidated Group		
	2017	2016	2015
<b>Interest revenues</b>			
Loans to credit institutions	789	546	544
Loans to the public	2,265	1,992	1,559
Loans in the form of interest-bearing securities	629	722	981
Interest-bearing securities excluding loans in the form of interest-bearing securities	458	364	395
Derivatives	-372	-552	-767
Administrative remuneration CIRR-system(1)	125	116	123
Other assets	2	0	0
<b>Total interest revenues(2)</b>	<b>3,896</b>	<b>3,188</b>	<b>2,835</b>
<b>Interest expenses</b>			
Interest expenses	-2,020	-1,339	-1,082
Resolution fee	-193	-102	-91
<b>Total interest expenses(3)</b>	<b>-2,213</b>	<b>-1,441</b>	<b>-1,173</b>
<b>Net interest revenues</b>	<b>1,683</b>	<b>1,747</b>	<b>1,662</b>
Skr mn	Consolidated Group		
	2017	2016	2015
<b>Interest revenues were related to:</b>			
Available-for-sale financial assets	426	292	225
Financial assets at fair value through profit or loss	253	93	-5
Derivatives used for hedge accounting	-253	-379	-470
Loans and receivables	3,470	3,182	3,085
<b>Total interest revenues(2)</b>	<b>3,896</b>	<b>3,188</b>	<b>2,835</b>
<b>Interest expenses were related to:</b>			
Available-for-sale financial assets	-93	-46	—
Financial liabilities at fair value through profit or loss	278	12	-156
Derivatives used for hedge accounting	1,479	2,452	2,484
Other financial liabilities	-3,877	-3,859	-3,501
<b>Total interest expenses(3)</b>	<b>-2,213</b>	<b>-1,441</b>	<b>-1,173</b>
<b>Net interest revenues</b>	<b>1,683</b>	<b>1,747</b>	<b>1,662</b>

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### Interest revenues geographical areas

Skr mn	Consolidated Group		
	2017	2016	2015
Sweden	1,724	1,358	1,353
Europe except Sweden	723	681	511
Countries outside of Europe	1,449	1,149	971
<b>Total interest revenues(2)</b>	<b>3,896</b>	<b>3,188</b>	<b>2,835</b>

### Interest revenues per productgroup

Skr mn	Consolidated Group		
	2017	2016	2015
Lending to Swedish exporters	1,398	1,500	1,517
Lending to exporters' customers(4)	1,251	1,042	978
Liquidity	1,247	646	340
<b>Total interest revenues(2)</b>	<b>3,896</b>	<b>3,188</b>	<b>2,835</b>

(1) Including administrative remuneration for concessionary loans by Skr 2 million (2016: Skr 2 million; 2015: Skr 2 million).

(2) Negative effective interest rates on debt are reported as interest income. During 2017 they amounted to Skr - million (2016: Skr — million; 2015: Skr - million). See Note 1a to the Consolidated Financial Statements for further information regarding negative interest rates.

(3) Negative effective interest rates on assets are reported as interest expense. During 2017 they amounted to Skr -62 million (2016: Skr -106 million). The negative effective interest rates were immaterial during 2015 and were therefore not presented in the annual report. See Note 1a to the Consolidated Financial Statements for further information regarding negative interest rates.

(4) In interest revenues for Lending to exporters' customers, Skr 123 million (2016: Skr 114 million; 2015: Skr 120 million) represent remuneration from the CIRR-system (see Note 25 to the Consolidated Financial Statements).

### Note 3. Net fee and commissions expense

Skr mn	Consolidated Group		
	2017	2016	2015
<b>Fee and commissions earned were related to(1)</b>			
Financial consultants' commissions	—	—	0
Other commissions earned	3	3	2
<b>Total</b>	<b>3</b>	<b>3</b>	<b>2</b>
<b>Commissions incurred were related to(1)</b>			
Depot and bank fees	-6	-7	-6
Brokerage	-4	-4	-2
Other commissions incurred	-21	-21	0
<b>Total</b>	<b>-31</b>	<b>-32</b>	<b>-8</b>
<b>Net fee and commissions expense</b>	<b>-28</b>	<b>-29</b>	<b>-6</b>

(1) Skr -24 million (2016: Skr -26 million; 2015: Skr -3 million) includes financial assets and liabilities not measured at fair value through profit or loss.

### Note 4. Net results of financial transactions

Skr mn	Consolidated Group		
	2017	2016	2015
<b>Derecognition of financial instruments not measured at fair value through profit or loss:</b>			
Available-for-sale financial assets	-17	—	—
Loans and receivables	16	4	-42
<b>Financial assets or liabilities at fair value through profit or loss:</b>			
Designated upon initial recognition (FVO)	-326	-2,779	4,526
Held-for-trading	278	2,699	-4,324
<b>Financial instruments under fair-value hedge accounting:</b>			
Net results of the hedging instrument	-999	-693	-290
Net results of the hedged item	946	661	536
Currency exchange-rate effects on all assets and liabilities excl. currency exchange-rate effects related to revaluation at fair value	0	-2	-6
<b>Total net result of financial transactions</b>	<b>-102</b>	<b>-110</b>	<b>400</b>

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SEK's general business model is to hold financial instruments measured at fair value to maturity. The net fair value changes that occur, mainly relate to changes in credit spreads on SEK's own debt and basis-spreads, and are recognized in net results of financial transactions. The changes could be significant in a single reporting period, but will not affect earnings over time since the changes in the instrument's market value will be zero if it is held to maturity and is a performing instrument. When financial instruments are not held to maturity, realized gains and losses can occur, for example when SEK repurchases its own debt, or if lending is repaid early and the related hedging instruments are terminated prematurely. These effects are presented under "Derecognition of financial instruments not measured at fair value through profit or loss", "Financial assets or liabilities at fair value through profit or loss" and "Financial instruments under fair-value hedge accounting".

### Note 5. Personnel expenses

Skr mn	Consolidated Group		
	2017	2016	2015
Salaries and remuneration to the Board of Directors and the Chief Executive Officers	-7	-6	-6
Salaries and remuneration to Senior Executives	-20	-18	-17
Salaries and remuneration to other employees	-162	-160	-141
Pensions	-58	-57	-62
Social insurance	-61	-58	-56
Other personnel expenses	-12	-9	-13
<b>Total personnel expenses</b>	<b>-320</b>	<b>-308</b>	<b>-295</b>

The combined total of the remuneration to senior executives, excluding the CEO of the Parent Company, amounted to Skr 20 million (2016: Skr 18 million; 2015: Skr 17 million). Of the remuneration to senior executives, Skr 20 million (2016: Skr 17 million; 2015: Skr 16 million) is pensionable. Of the remuneration to the CEOs of the Parent Company, Skr 5 million (2016: Skr 4 million; 2015: Skr 4 million) is pensionable. For all employees, excluding the CEO, SEK follows collective agreements between Banking Institution Employers' Organization (BAO) and trade unions.

Skr thousand	Fee, includes committee fee	Fixed remuneration	Other -benefits	Pension fee	Total	
					2017	2016
<b>Chairman of the Board of Directors:</b>						
Lars Linder-Aronson(4)	-745	—	—	—	—	-745
<b>Other members of the Board of Directors:</b>						
Cecilia Ardström	-344	—	—	—	—	-344
Jan Belfrage, resigned March 22, 2017	-72	—	—	—	—	-72
Anna Brandt, from November 21, 2017	—	—	—	—	—	—
Reinhold Geijer, from March 22, 2017	-213	—	—	—	—	-213
Hans Larsson, from March 22, 2017	-212	—	—	—	—	-212
Susanne Lithander	-263	—	—	—	—	-263
Lotta Mellström(5)	—	—	—	—	—	—
Ulla Nilsson	-273	—	—	—	—	-273
Teppo Tauriainen, resigned November 21, 2017(5)	—	—	—	—	—	—
Magnus Uggla, resigned March 22, 2017(4)	-46	—	—	—	—	-46
<b>Senior Executives:</b>						
Catrin Fransson, Chief Executive Officer (CEO)(6)	—	-4,638	-97	-1,372	-6,107	
Per Åkerlind, Head of Treasury and Capital Management and Executive Vice President	—	-3,278	-92	-1,159	-4,529	
Karl Johan Bernerfalk, General Counsel	—	-1,372	-18	-447	-1,837	
Stefan Friberg, Chief Risk Officer (CRO)	—	-2,908	-19	-465	-3,392	
Teresa Hamilton Burman, Chief Credit Officer (CCO)	—	-2,252	-11	-485	-2,748	
Johan Henningsson, Head of Sustainability	—	-1,191	-30	-435	-1,656	
Petra Könberg, Head of Marketing & Business Development, from April 18, 2017	—	-830	-20	-220	-1,070	
Jane Lundgren Ericsson, Head of Lending	—	-2,410	-98	-720	-3,228	
Ingela Nachtweij, Acting Chief Information Officer (CIO), from January 10	—	-1,520	-27	-414	-1,961	
Sirpa Rusanen, Chief Human Resources Officer (CHRO)	—	-1,415	-105	-536	-2,056	
Susanna Rystedt, Chief Administrative Officer (CAO)	—	-2,191	-112	-720	-3,023	
Edvard Unsgaard, Head of Communication, resigned April 18, 2017	—	-314	-8	-102	-424	
<b>Total</b>	<b>-2,168</b>	<b>-24,319</b>	<b>-637</b>	<b>-7,075</b>	<b>-34,199</b>	

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### Remuneration and other benefits to the Board of Directors and Senior Executives in the Consolidated Group 2016

	<b>Skr thousand</b>	<b>Fee, includes committee fee</b>	<b>Fixed remuneration (1)</b>	<b>Other -benefits(2)</b>	<b>Pension fees (3)</b>	<b>Total</b>
<b>Chairman of the Board of Directors:</b>						
Lars Linder-Aronson(4)		-669	—	—	—	-669
<b>Other members of the Board of Directors:</b>						
Cecilia Ardström		-216	—	—	—	-216
Jan Belfrage		-225	—	—	—	-225
Susanne Lithander		-240	—	—	—	-240
Lotta Mellström(5)		—	—	—	—	—
Ulla Nilsson		-244	—	—	—	-244
Jan Roxendal, resigned April 26, 2016(4)		-109	—	—	—	-109
Teppo Tauriainen(5)		—	—	—	—	—
Magnus Uggla, from April 26, 2016(4)		-186	—	—	—	-186
<b>Senior Executives:</b>						
Catrin Fransson, Chief Executive Officer (CEO)(6)		—	-4,487	-86	-1,332	-5,905
Per Åkerlind, Head of Treasury and Capital Management and Executive Vice President		—	-3,207	-86	-1,112	-4,405
Karl Johan Bernerfalk, General Counsel		—	-1,281	-11	-405	-1,697
Stefan Friberg, Chief Risk Officer (CRO)		—	-2,769	-12	-467	-3,248
Teresa Hamilton Burman, Chief Credit Officer (CCO)		—	-2,253	-12	-460	-2,725
Johan Henningsson, Head of Sustainability		—	-1,124	-12	-379	-1,515
Jane Lundgren Ericsson, Head of Lending		—	-2,355	-81	-616	-3,052
Sirpa Rusanen, Chief Human Resources Officer (CHRO)		—	-1,360	-91	-487	-1,938
Susanna Rystedt, Chief Administrative Officer (CAO)		—	-2,164	-41	-676	-2,881
Edvard Unsgaard, Head of Communication		—	-995	-11	-333	-1,339
<b>Total</b>		<b>-1,889</b>	<b>-21,995</b>	<b>-443</b>	<b>-6,267</b>	<b>-30,594</b>

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### Remuneration and other benefits to the Board of Directors and Senior Executives in the Consolidated Group

2015 Skr thousand	Fee, includes committee fee	Fixed remuneration(1)	Other-benefits(2)	Pension fees (3)	Total
<b>Chairman of the Board of Directors:</b>					
Lars Linder-Aronson(4)	-614	—	—	—	-614
<b>Other members of the Board of Directors:</b>					
Cecilia Ardström	-218	—	—	—	-218
Jan Belfrage	-217	—	—	—	-217
Lotta Mellström(5)	—	—	—	—	—
Ulla Nilsson	-236	—	—	—	-236
Jan Roxendal(4)	-327	—	—	—	-327
Teppo Tauriainen(5)	—	—	—	—	—
Susanne Lithander, from January 20, 2015	-209	—	—	—	-209
<b>Senior Executives:</b>					
Catrin Fransson, Chief Executive Officer (CEO)(6)	—	-4,379	-75	-1,295	-5,749
Karl Johan Bernerfalk, General Counsel	—	-1,281	-10	-412	-1,703
Teresa Hamilton Burman, Chief Credit Officer (CCO)	—	-910	-5	-186	-1,101
Stefan Friberg, Chief Risk Officer (CRO)	—	-1,688	-8	-282	-1,978
Johan Henningsson, Head of Sustainability	—	-1,139	-10	-366	-1,515
Per Jedefors, Chief Risk Officer (CRO), resigned with pension April 30, 2015	—	-1,390	-28	-228	-1,646
Jane Lundgren Ericsson, Head of Lending	—	-2,286	-50	-606	-2,942
Sirpa Rusanen, Chief Human Resources Officer (CHRO)	—	-1,266	-85	-473	-1,824
Susanna Rystedt, Chief Administrative Officer (CAO)	—	-2,055	-91	-642	-2,788
Edvard Unsgaard, Head of Communication	—	-1,000	-11	-297	-1,308
Per Åkerlind, Head of Treasury and Capital Management and Executive Vice President	—	-3,134	-86	-1,103	-4,323
<b>Total</b>	<b>-1,821</b>	<b>-20,528</b>	<b>-459</b>	<b>-5,890</b>	<b>-28,698</b>

(1) Predetermined salary or other compensation such as holiday pay and allowances.

(2) Other benefits consist of, for example, car allowances and subsistence benefits.

(3) Includes premiums for insurance covering sickness benefit for prolonged illness and other public risk insurance as a result of collective pension agreements.

(4) Remuneration is invoiced from their private companies in accordance with the state guidelines.

(5) Remuneration is not paid from the Company to the representatives on the Board of Directors, who are employed by the owner, the Swedish Government.

(6) The retirement age of the CEO, Catrin Fransson is 65 years and the pension fee is 30 percent of her fixed salary.

Finansinspektionens (the Swedish FSA's) regulations (FFFS 2011:1) regarding remuneration systems in credit institutions, investment firms and fund management companies apply to SEK. Moreover, SEK applies the government's guidelines on terms of employment for senior executives at state-owned companies. In accordance with these regulations, SEK's Board has prepared a proposal for a set of guidelines for the remuneration of senior executives at SEK, which was adopted at the 2017 Annual General Meeting. The guidelines stipulate that salary and remuneration to the senior executives of SEK should be fair and reasonable. They should also be competitive, capped and appropriate as well as contribute to good ethical principles and corporate culture. Remuneration should not be higher than at comparable companies, and should be reasonable. Remuneration to senior executives consists of fixed salary, pension and other benefits. Pension terms for senior executives should be in the form of defined contribution plans.

The Board's proposed guidelines are essentially unchanged from 2016, however certain additions have been made to the guidelines to apply from the 2017 Annual General Meeting. The guidelines have been clarified with information, such as that the pension age for senior executives is 65, that the maximum scope for severance pay has been limited from 18 to 12 months and that profit from paid assignments (for example, Board assignments) should be deducted from the severance pay.

SEK's remuneration system is designed to promote sound and effective risk management and restrict excessive risk-taking. Remuneration to employees is mainly determined at fixed amounts.

SEK's Board of Directors' Remuneration Committee (the "Remuneration Committee") prepares proposals for decision by the Board relating to remuneration policy for the Company, on total remuneration for the CEO, for other members of the executive management, for the Head of Compliance, and for other employees reporting directly to the CEO, as well as on the terms and conditions for and the outcome of the Company's remuneration system. The Remuneration Committee also prepares and handles overall issues relating to remuneration (salaries, pension and other benefits), measures aimed at applying SEK's remuneration policy, and issues relating to succession planning. Further, the Remuneration Committee prepares overall instructions for remuneration issues that it deems necessary. The Remuneration Committee also ensures that the relevant oversight department, together with the Remuneration Committee, annually reviews and evaluates the Company's remuneration systems and also reviews whether such systems comply with the Company's remuneration policy and relevant instructions regarding remuneration. The outcome is presented to the Board in a separate report on the same day as the annual report is submitted. The Remuneration Committee has met four times in 2017.

Since 2011, the Company has had only one system for variable remuneration, the EIS. The EIS applies to all permanent employees, with the exception of the executive management (except for three newly appointed senior executives, where deferred remuneration related to 2014 is included according to the agreement at that time), and employees within the Risk Department and employees within the Compliance Department.

The aim of the EIS was to contribute to attracting and retaining, promote the achievement of the Company's long-term objectives, and encourage cooperation between different parts of the

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organization in order to progress toward shared objectives.

If the resulting return, after adjustment for any non-operational items and risk assumption, exceeded the budgeted return, those employees encompassed by EIS received a share of the excess return, however this was capped at an amount equal to two months' salary, including payroll taxes. The terms and conditions entailed that the variable remuneration never exceeded 16.67 percent of the fixed remuneration. The final decision on the result and the amount to be paid out under the EIS was taken by the Board.

In autumn 2016, the Board decided that the EIS would cease to apply from the end of 2016. Any remaining payments under the EIS attributable to results up until 2016 will be subject to the same rules that applied in the respective vesting years. In parallel, the Board decided that permanent employees should be offered certain benefits related to wellness, healthcare and medical care. Moreover, the Board decided to implement a system, over a three-year trial period (2017-2019), whereby it will be possible to offer permanent employees with customer or business responsibility, with the exception of members of the executive management, the possibility of individual variable remuneration (IVR). IVR will be evaluated on an ongoing basis. The results of the evaluation will be referred to the Remuneration Committee. Following the trial period, a more extensive evaluation will be performed.

In the areas where IVR is applicable, the corresponding EIS rules apply. This includes the discretionary nature of the system, that all outcomes are subject to deferred payment and that the Board takes all decisions regarding results and payments. Before an individual receives any IVR payment, the payment is subject to testing at three different levels: the Company level, the Department level and the Individual level. The test at the Company level is the basis for any IVR outcome. The outcome at the Company level is conditional on the actual return, following any applicable adjustment for the impact of non-operational items and increases in the company's total risk assumption compared with the target risk assumption, exceeding a predetermined target. Of the profit that corresponds to any excess return, a percentage accrues to the IVR at the Company level. The outcome at the Company level is capped at a maximum of two months' salary, calculated on the basis of all company employees entitled to IVR. In the case of a positive outcome at the Company level, the next step is to test at the Department level. This test assesses the outcome at the Department level in relation to the department's quantitative targets. If the targets have not been reached, the outcome at the Company level is reduced for all members of the department. The remainder after this test comprises the outcome at the Department level, which is capped at a maximum of two months' salary, calculated on the basis of all department's employees entitled to IVR. The final test is at the Individual level. This test assesses the behavior and performance of individuals. For each individual, the outcome following the test at the Individual level is subject to a floor of zero and a ceiling of 1.5 times the amount at the Department level. Accordingly, the maximum outcome for any individual is three months' salary. The total outcome for all employees encompassed by IVR in a department must be within the outcome at the Department level. The Company pays payroll taxes on any IVR paid, which also carries pension entitlements.

SEK's remuneration policy is designed in such a way that the Company may decide that remuneration that is subject to deferred disbursement may be withheld, in part or full, if it subsequently transpires that the performance criteria have not been fulfilled or if the employee has breached certain internal rules. The same applies if disbursement would not be justifiable by the Company's financial situation. Moreover, the outcome may also be adjusted if credit losses, or recoveries of credit losses, have occurred after the relevant income year, but are deemed to be attributable to the said income year.

For all employees encompassed by IVR the disbursement plan states that 40 percent of the outcome will be disbursed in April in the year following the income year to which the remuneration relates, and 20 percent will be disbursed in April in each of the three subsequent years.

To be able to identify, measure, manage, report and have control over the risks associated with the Company's business, the Company ensures that its remuneration system promotes sound and effective risk management. As part of its strategic analysis and planning, the Company undertakes an annual process for internal capital and liquidity assessment. The aim of this process is to identify and compile, in a comprehensive way, the Company's risks and to evaluate its risk management, need for capital and need for liquidity. Accordingly, in this process, among other items, the appropriateness of the Company's risk management is evaluated. As part of this evaluation, an analysis is conducted with the aim of identifying employees, whose work duties have a material impact on SEK's risk profile, including risks related to the Company's remuneration policy and remuneration system. The outcome of this analysis is taken into account when designing the remuneration systems in order to promote sound and efficient risk management and to restrict excessive risk-taking. The number of employees that receive remuneration of EUR 1 million or more per fiscal year is zero. No new agreements containing variable remunerations have been established during the year.

The CEO's, Catrin Fransson's, terms of employment comply with the Guidelines for Terms of Employment for Senior Executives in State-owned Companies (adopted April 20, 2009).

SEK pays a defined contribution pension insurance amounting to 30 percent of the CEO's pensionable salary. The retirement age for the CEO is 65.

For the CEO, SEK pays premiums for insurance for sickness benefits for prolonged illness, other collective risk insurance corresponding to those applicable under the BTP plan as well as healthcare insurance under Skandia Privatvård Plus and travel insurance. Other benefits payable to the CEO include car and per diem allowances. The CEO is entitled to six months' notice prior to termination initiated by SEK and severance pay corresponding to 18 months' salary. A deduction is made for any income arising from new employment.

The retirement age is 65 for all senior executives. The pension terms, conditions for termination of employment and other terms of employment for the senior executives follow the current Guidelines for Terms of Employment for Senior Executives in State-owned Companies (adopted April 20, 2009), where the BTP plan is included as an approved, collectively bargained, defined-benefit and defined-contribution pension plan. Since the 2017 Annual General Meeting, the new guidelines apply when appointing new senior executives at SEK. Pension provisions for senior executives in SEK are limited to 30 percent of pensionable income for retirement and survivors' pension. Due to SEK's implementation of a defined-benefit pension plan, the BTP plan, resulting from a collective agreement between the BAO and the Financial Sector Union of Sweden, covering employees in the banking and finance industries, the contribution for retirement and survivors' pension can exceed 30 percent.

For the senior executives, SEK pays premiums for insurance for sickness benefits for prolonged illness, other collective risk insurance arising out of applicable collective agreements as well as travel insurance and health insurance. Other benefits include car and per diem allowances.

Per Åkerlind and Sven-Olof Söderlund have notice periods of six months should termination be initiated by SEK and are entitled to severance pay corresponding to 18 months' salary. A deduction is made for any income arising from new employment. For other senior executives, the notice period upon termination initiated by SEK follows collective agreements. Upon resignation by the employee, the notice period is three or six months.

#### Pensions

The employees at SEK have a collectively bargained pension plan through the BTP plan, which is the most significant pension plan for salaried bank employees in Sweden. The BTP plan is funded by means of insurance with the insurance companies SPP and SEB.

**The total pension cost for defined benefit and defined contribution obligations are shown below**

Skr mn	2017	2016	2015
Service cost	-5	-4	-7
Interest cost, net	-1	0	-2
<b>Pension cost for defined benefit pensions, incl. payroll tax</b>	<b>-6</b>	<b>-4</b>	<b>-9</b>
Pension cost for defined contribution pension cost incl. payroll tax	-52	-53	-53
<b>Pension cost recognized in personnel costs</b>	<b>-58</b>	<b>-57</b>	<b>-62</b>
Actuarial gains and (losses) on defined benefit obligation during period	-7	-35	60
Return above expected return, gains and (losses) on plan assets	3	5	-7
Change in the effect of the asset ceiling excluding interest	0	4	-4
<b>Revaluation of defined benefit plans</b>	<b>-4</b>	<b>-26</b>	<b>49</b>

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**The following table specifies the net value of defined benefit pension obligations**

<b>Skr mn</b>	<b>2017</b>	<b>2016</b>	<b>2015</b>
Defined benefit obligations	263	254	215
Plan assets	-223	-216	-202
Restriction to net defined benefit asset due to the asset ceiling	0	0	4
<b>Provision for pensions, net obligation (see Note 21 to the Consolidated Financial Statements)</b>	<b>40</b>	<b>38</b>	<b>17</b>

**The following table shows the development of defined benefit-obligations**

<b>Skr mn</b>	<b>2017</b>	<b>2016</b>	<b>2015</b>
Defined benefit obligation, opening balance	254	215	267
Service cost	5	4	7
Interest cost	7	8	7
Pension Payments incl. special payroll tax	-10	-9	-7
Other	—	—	—
Actuarial (gains) and losses, effect due to changed demographic assumptions	—	—	—
Actuarial (gains) and losses, effect due to changed financial assumptions	9	38	-51
Actuarial (gains) and losses, effect due to experience based outcome	-2	-2	-8
<b>Defined benefit obligation, closing balance</b>	<b>263</b>	<b>254</b>	<b>215</b>

**The following table shows the development of plan assets related to defined benefit obligation**

<b>Skr mn</b>	<b>2017</b>	<b>2016</b>	<b>2015</b>
Fair value of plan assets, opening balance	216	202	201
Expected return on plan assets	6	7	5
Contributions by the employer (1)	7	8	8
Benefits paid (2)	-8	-7	-5
Other	—	—	—
Return on plan assets excluding interest income	2	6	-7
<b>Fair value of plan assets, closing balance</b>	<b>223</b>	<b>216</b>	<b>202</b>

(1) Expected contribution from the employer in the following year is Skr 7 million (2016: Skr 8 million; 2015: Skr 8 million) excluding payroll tax.

(2) Expected compensation paid in the following year is Skr 9 million (2016: Skr 9 million; 2015: Skr 7 million).

**The following table shows the distribution of plan assets related to defined benefit obligation**

<b>Skr mn</b>	<b>2017</b>	<b>2016</b>	<b>2015</b>
Domestic equity investments	4	4	4
Foreign equity investments	16	4	12
Domestic government bonds	63	69	63
Domestic corporate bonds	40	69	63
Mortgage bonds	76	52	48
Properties	24	18	12
<b>Total</b>	<b>223</b>	<b>216</b>	<b>202</b>

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The following table displays principal actuarial assumptions used end of year

%	2017	2016	2015
Discount rate	2.5	2.7	3.4
Assumption of early pension withdrawal	20.0	20.0	20.0
Expected salary increase	2.0	2.0	2.0
Expected inflation	1.6	1.6	1.6
Expected lifetime	DUS14	DUS14	DUS14
Expected turnover	5.0	5.0	5.0

### *Sensitivity analysis of essential assumptions*

	Negative outcome	Positive outcome
Discount rate	-1%	1.5%
Defined benefit obligation	326	214
Service cost	6	3
Interest cost	5	7
Expected lifetime	+1 year	-1 year
Defined benefit obligation	273	251
Service cost	5	4
Interest cost	7	6

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### Net reconciliation of pension liabilities

Skr mn	2017	2016	2015
Pension liabilities, opening balance	38	17	66
Net periodic pension cost	6	4	9
Contributions by the employer	-7	-8	-8
Net pension payments	-1	-1	-1
Revaluations recognized in other comprehensive income	4	26	-49
<b>Pension liabilities, closing balance</b>	<b>40</b>	<b>38</b>	<b>17</b>

Net interest is calculated using the discount rate of pension obligations, based on the net surplus or net deficit in the defined benefit plan.

Pension expense in 2017 for defined benefit pensions amounts to Skr 6 million (2016: Skr 4 million; 2015: Skr 9 million).

As of December 31, 2017, the expected weighted average remaining service time for active employees was 17.58 years, (2016: 19.07 years; 2015: 19.4 years) the expected weighted average duration for the present value was 17.38 years (2016: 20.7 years; 2015: 22.7 years) and the average salary for active employees was Skr 0.8 million (2016: Skr 0.8 million; 2015: Skr 0.8 million).

### Discount rate

Swedish government bonds were previously used as the basis for calculating pension liabilities. Since January 1, 2013 the calculation has instead been based on the estimated interest curve of Swedish mortgage bonds, as this market is regarded as liquid enough to be used for this purpose. The discount rate is based on market expectations at the end of the accounting period, using bonds with the same duration as the pension liability.

### Expected early retirement

According to the transitional rule for § 8 in the BTP-plan, the calculation includes the assumption that 20 percent of the employees use the possibility for early retirement. The earliest retirement age is 61 for employees born 1956 or earlier. Employees born 1967 or later have no right to retire before age 65.

### Expected return on plan assets

Expected return on plan assets is equal to the discount rate as regulated in IAS 19.

### Expected salary increase

The assumption of salary increase is based on SEK's assessment.

### Expected inflation

The expected inflation is in line with Swedish inflation-linked bonds.

### Expected employee turnover

Expected employee turnover is based on SEK's assessment of the long-term expected company staff attrition during one year.

Average number of employees	2017	2016	2015
Women	121	122	115
Men	131	138	136
<b>Total average number of employees</b>	<b>252</b>	<b>260</b>	<b>251</b>
Number of employees at year-end	2017	2016	2015
Women	122	122	124
Men	128	134	139
<b>Total number of employees(1)</b>	<b>250</b>	<b>256</b>	<b>263</b>
of which full-time employees	243	250	257
Allocation of women/men	48/52	47/53	46/54
of which part-time employees	7	6	6
Allocation of women/men	86/14	83/17	83/17
of which permanent-employees	246	251	254
Allocation of women/men	49/51	48/52	46/54
of which temporary employees	4	5	9
Allocation of women/men	50/50	20/80	67/33
of which managers	31	33	32
Allocation of women/men	219	223	231

(1) In addition to its employees, SEK engaged an average of 27 consultants (FTEs) in 2017.

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<b>Employees by age distribution</b>	<b>2017</b>	<b>2016</b>	<b>2015</b>
<b>Total number of employees</b>	<b>250</b>	<b>256</b>	<b>263</b>
of which under the age of 30 years	16	16	22
of which between 30 and 50 years	142	153	163
of which over 50 years	92	87	78
<b>Employee turnover</b>	<b>2017</b>	<b>2016</b>	<b>2015</b>
Number of employees who left employment	31	26	17
of which women	12	9	5
of which men	19	17	12
of which under the age of 30 years	4	2	2
of which between 30 and 50 years	20	17	11
of which over 50 years	7	7	4
<b>Health, %</b>	<b>2017</b>	<b>2016</b>	<b>2015</b>
Absence due to sickness	3.3	4.0	3.1
Percentage of employees that use SEK's fitness allowance	92.0	84.0	79.0
<b>Equality and diversity</b>	<b>2017</b>	<b>2016</b>	<b>2015</b>
Allocation of women/men on the Board of Directors	60/40	50/50	50/50
Allocation of women/men in SEK's executive management	64/36	50/50	50/50
Allocation of women/men in management positions	42/58	36/64	38/62
Allocation of women/men at SEK in total	49/51	48/52	47/53
Allocation of employees with foreign/swedish background(1)	33/67	30/70	30/70

(1) Foreign background is defined as "I was raised in a country other than Sweden (wholly or in part)", "I was born in another country but raised in Sweden" and "I myself was born and raised in Sweden but have a parent/parents born and raised in another country". The survey is conducted at least every three years.

<b>Employee development</b>	<b>2017</b>	<b>2016</b>	<b>2015</b>
Percentage of employees who had a performance review (percent)	95	98	98
Average number of training days per employee (all employees are white-collar workers)	2	3	2

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### **Note 6. Other administrative expenses**

Skr mn	Consolidated Group		
	2017	2016	2015
Travel expenses and marketing	-8	-10	-9
IT and information system (fees incl.)	-144	-141	-79
Other fees	-38	-47	-40
Premises(1)	-32	-28	-27
Other	-10	-10	-9
<b>Total other administrative expenses</b>	<b>-232</b>	<b>-236</b>	<b>-164</b>

(1) SEK is a partner in rental agreements of office space in Stockholm and Gothenburg. SEK closed the office space in Singapore on July 1, 2016.

### **Cost of operating leases**

Skr mn	Consolidated Group		
	2017	2016	2015
Leases	-31	-27	-26

The primary cost relates to SEK's office premises.

### **Future minimum rentals payable under non-cancellable operating leases are as follows**

Skr mn	Consolidated Group		
	December 31, 2017	December 31, 2016	December 31, 2015
Within 1 year	-32	-31	-26
Between 1 and 5 years	-88	-120	-145
More than 5 years	—	—	—
<b>Total future minimum rentals payable under non-cancellable-operating leases</b>	<b>-120</b>	<b>-151</b>	<b>-171</b>

### **Remuneration to auditors**

Skr mn	Consolidated Group		
	2017	2016	2015
<i>Öhrlings PricewaterhouseCoopers AB (2016: Ernst &amp; Young AB):</i>			
Audit fee(1)	-8	-10	-10
Audit related fee(2)	0	0	0
Tax related fee(3)	0	0	0
Other fees(4)	-1	-1	-1
<b>Summa</b>	<b>-9</b>	<b>-11</b>	<b>-11</b>

(1) Fees related to audit of annual financial statements and reviews of interim financial statements.

(2) Fees charged for assurance and related services that are related to the performance of audit or review of the financial statements and are not reported under (1).

(3) Fees for professional services rendered by the principal independent auditors for tax compliance and tax advice.

(4) Fees for products and services rendered by the principal independent auditors, other than the services reported in (1) through (3) above.

In the financial statements remuneration to auditors is mainly included in Other administrative expenses.

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### Note 7. Tangible and intangible assets

Skr mn	Consolidated Group	
	December 31, 2017	December 31, 2016
<b>Net book value</b>		
Property, land and equipment	22	22
Intangible assets(1)	66	101
<b>Total net book value</b>	<b>88</b>	<b>123</b>
<b>Depreciation and impairment during the year according to the Consolidated Statement of Comprehensive Income</b>	<b>-45</b>	<b>-46</b>

(1) Intangible assets consist of the capitalized portion of investments in IT systems. The average useful life for intangible assets is 5 years.

### Note 8. Leasing

All SEK's leasing transactions, where SEK is the lessor, are classified as financial leases. When making such classification all aspects regarding the leasing contract, including third party guarantees, are taken into account. A reconciliation between the gross investment in the leases and the present value of minimum lease payments receivable at the end of the reporting period can be found below. Future lease payments receivable will mature in the following periods.

Skr mn	Consolidated Group			
	December 31, 2017		December 31, 2016	
	Gross investment	Present value of minimum lease payments	Gross investment	Present value of minimum lease payments
No later than one year	124	107	122	103
Later than one year and no later than five years	246	226	319	287
Later than five years	—	—	23	21
<b>Total</b>	<b>370</b>	<b>333</b>	<b>464</b>	<b>411</b>
Unearned finance income	—	37	—	53
Unguaranteed residual value	—	—	—	—
<b>Total</b>	<b>370</b>	<b>370</b>	<b>464</b>	<b>464</b>

The leases are included in the line item "Loans to the public" in the statement of financial position.

### Note 9. Impairment and past-due receivables

Skr mn	Consolidated Group		
	2017	2016	2015
Impairment of financial assets	-59	-23	-33
Reversal of previous write-downs	110	7	279(1)
<b>Net impairment and reversals</b>	<b>51</b>	<b>-16</b>	<b>246</b>
Established losses	-47	—	-202(1)
Reserves applied to cover established credit losses	46	—	-9
Recovered credit losses	1	0	1
<b>Net credit losses(2)</b>	<b>51</b>	<b>-16</b>	<b>36</b>
<b>Reserve of impairment of financial assets:</b>			
Opening balance	-254	-236	-464
Reserves applied to cover established credit losses	46	—	-9
<b>Net impairment and reversals</b>	<b>51</b>	<b>-16</b>	<b>246</b>
Currency effects	2	-2	-9
<b>Closing balance</b>	<b>-155</b>	<b>-254</b>	<b>-236</b>

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(1) An asset in the form of a collateralized debt obligation was sold during 2015 and the corresponding reserve of Skr 206 million was dissolved. The recorded loss amounted to Skr 211 million.

(2) As a result of improvements in the assessment basis in preparation for the introduction of the new process under IFRS 9 from 2018, a decrease of the reserve for collectively-assessed credits of Skr 60 million has been made. The reserve for collectively-assessed credits amounted to Skr -90 million as of December 31, 2017 (year-end 2016: Skr -170 million).

### **Past-due receivables**

Receivables past due have been recorded at the amounts expected to actually be received at settlement.

Skr mn	Consolidated Group	
	2017	2016
<b>Past-due receivables:</b>		
Aggregate amount of principal and interest less than, or equal to, 90 days past-due	136	55
Aggregate amount of principal and interest more than 90 days past-due(1)	10	44
Principal amount not past-due on such receivables	494	3,778
<b>Total Past-due receivables</b>	<b>640</b>	<b>3,877</b>

---

(1) Of the aggregate amount of principal and interest past due, Skr 3 million (year-end 2016: Skr 38 million) was due for payment more than three but less than, or equal to, six months before the end of the reporting period, Skr 3 million (year-end 2016: Skr 4 million) was due for payment more than six but less than, or equal to, nine months before the end of the reporting period, and Skr 5 million (year-end 2016: Skr 2 million) was due for payment more than nine months before the end of the reporting period.

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**Note 10. Taxes**

Skr mn	Consolidated Group		
	2017	2016	2015
<b>Income tax</b>			
Adjustment previous year	0	4	0
Current tax	-262	-382	-348
Deferred tax	27	156	0
<b>Total income tax</b>	<b>-235</b>	<b>-222</b>	<b>-348</b>
<b>Income tax related to other comprehensive income</b>			
Tax on items to be reclassified to profit or loss			
Current tax	27	27	-63
Deferred tax	—	—	112
Tax on items not to be reclassified to profit or loss			
Deferred tax	1	6	-11
<b>Income tax related to other comprehensive income</b>	<b>28</b>	<b>33</b>	<b>38</b>
<b>Reconciliation of effective tax rate</b>			
The Swedish corporate tax rate, %	22.0	22.0	22.0
Profit before taxes	1,007	1,002	1,535
National tax based on profit before taxes	-222	-220	-338
<b>Tax effects of:</b>			
Non-taxable income	1	0	0
Non-deductible expenses	-15	-1	-2
Imputed interest on tax allocation reserve	-2	-3	-5
Dividend received	—	—	—
Other	3	2	-3
<b>Total tax</b>	<b>-235</b>	<b>-222</b>	<b>-348</b>
Effective tax expense in %	23.3	22.2	22.7

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### Deferred taxes

Skr mn	Consolidated Group	
	2017	2016
<b>Deferred tax assets concerning:</b>		
Temporary differences, related to pensions	7	6
Other temporary differences	—	—
<b>Total deferred tax assets</b>	<b>7</b>	<b>6</b>
<b>Deferred tax liabilities concerning:</b>		
Untaxed reserves	538	565
<b>Total deferred tax liabilities</b>	<b>538</b>	<b>565</b>
<b>Net deferred tax liabilities (+) / tax assets (-)</b>	<b>531</b>	<b>559</b>

No deductible loss carry forwards existed as of December 31, 2017, or December 31, 2016.

### Change in deferred taxes

Skr mn	Consolidated Group	
	2017	2016
Opening balance	559	720
Change through profit or loss	-27	-156
Change in other comprehensive income	-1	-5
<b>Total</b>	<b>531</b>	<b>559</b>

In the financial statements of the Consolidated Group, the untaxed reserves of the Group companies are allocated 78 percent to equity and 22 percent to deferred taxes included as deferred tax liabilities in the statement of financial position. Changes in the amounts reported as deferred taxes are included in taxes on net profit in the Statement of Comprehensive Income.

### Note 11. Loans and liquidity investments

Skr mn	Consolidated Group	
	December 31, 2017	December 31, 2016
<b>Loans:</b>		
Loans in the form of interest-bearing securities	41,125	46,222
Loans to credit institutions	23,198	26,190
Loans to the public	141,111	147,909
Less:		
Cash collateral under the security agreements for derivative contracts(1)	-10,314	-11,621
Deposits with time to maturity exceeding three months	—	—
<b>Total loans</b>	<b>195,120</b>	<b>208,700</b>
<b>Liquidity investments:</b>		
Cash and cash equivalents	1,231	7,054
Cash collateral under the security agreements for derivative contracts	10,314	11,621
Deposits with time to maturity exceeding three months	—	—
Treasuries/government bonds	4,382	3,687
Other interest-bearing securities except loans	39,807	49,901
<b>Total liquidity investments</b>	<b>55,734</b>	<b>72,263</b>
<i>of which:</i>		
issued by public authorities	9,309	13,052
quoted on an exchange	22,396	61,092

(1) Included in Loans to credit institutions.

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### Difference between book value amount and amount contractually required to be paid at maturity for interest-bearing securities not carried at fair value

Skr mn	Consolidated Group	
	2017	2016
Sum of amounts exceeding nominal	4	8
Sum of amounts falling below nominal	-57	-32

### Volume Development, Lending

Skr mn	Consolidated Group		of which the CIRR-system	
	2017	2016	2017	2016
Offers of long-term loans accepted	89,305	54,856	36,909	10,804
Undisbursed loans at year-end	72,914	54,783	69,161	49,080
Loans outstanding at year-end	195,120(1)	208,700(1)	49,124	49,802

### Outstanding loans as per business area

Skr mn	Consolidated Group		of which the CIRR-system	
	December 31, 2017	December 31, 2016	December 31, 2017	December 31, 2016
Lending to Swedish exporters	93,060	94,962	—	—
Lending to exporters' customers	102,060	113,738	49,124	49,802
<b>Total lending</b>	<b>195,120(1)</b>	<b>208,700(1)</b>	<b>49,124</b>	<b>49,802</b>

(1) Including concessionary loans by Skr 754 million (year-end 2016: Skr 991 million).

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### Note 12. Classification of financial assets and liabilities

#### Financial assets by accounting category:

Consolidated Group Skr mn	December 31, 2017				
	Financial assets at fair value through profit or loss		Derivatives used for hedge accounting	Available-for-sale	Loans and receivables (1)
	Held-for-trading	Designated upon initial recognition (FVO)			
Cash and cash equivalents	—	—	—	—	1,231 <b>1,231</b>
Treasuries/government bonds	—	—	—	4,382	— <b>4,382</b>
Other interest-bearing securities except loans	—	113	—	39,694	— <b>39,807</b>
Loans in the form of interest-bearing securities	—	—	—	—	41,125 <b>41,125</b>
Loans to credit institutions	—	—	—	—	23,198 <b>23,198</b>
Loans to the public	—	—	—	—	141,111 <b>141,111</b>
Derivatives	4,356	—	3,447	—	— <b>7,803</b>
<b>Total financial assets</b>	<b>4,356</b>	<b>113</b>	<b>3,447</b>	<b>44,076</b>	<b>206,665</b> <b>258,657</b>

#### Financial liabilities by accounting category:

Consolidated Group Skr mn	December 31, 2017				
	Financial liabilities at fair value through profit or loss		Derivatives used for hedge accounting	Other financial liabilities(2)	Total
	Held-for-trading	Designated upon initial recognition (FVO)			
Borrowing from credit institutions	—	—	—	2,317	<b>2,317</b>
Senior securities issued	—	63,421	—	159,095	<b>222,516</b>
Derivatives	10,864	—	5,616	—	<b>16,480</b>
Subordinated securities issued	—	—	—	2,040	<b>2,040</b>
<b>Total financial liabilities</b>	<b>10,864</b>	<b>63,421</b>	<b>5,616</b>	<b>163,452</b>	<b>243,353</b>

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### Financial assets by accounting category:

Consolidated Group Skr mn	December 31, 2016					Total
	Financial assets at fair value through profit or loss		Derivatives used for hedge accounting	Available-for-sale	Loans and receivables (1)	
	Held-for-trading	Designated upon initial recognition (FVO)	—	—	7,054	
Cash and cash equivalents	—	—	—	—	7,054	7,054
Treasuries/government bonds	—	—	—	3,687	—	3,687
Other interest-bearing securities except loans	—	1,481	—	48,420	—	49,901
Loans in the form of interest-bearing securities	—	269	—	—	45,953	46,222
Loans to credit institutions	—	—	—	—	26,190	26,190
Loans to the public	—	—	—	—	147,909	147,909
Derivatives	6,371	—	5,634	—	—	12,005
<b>Total financial assets</b>	<b>6,371</b>	<b>1,750</b>	<b>5,634</b>	<b>52,107</b>	<b>227,106</b>	<b>292,968</b>

### Financial liabilities by accounting category:

Consolidated Group Skr mn	December 31, 2016					Total	
	Financial liabilities at fair value through profit or loss		Derivatives used for hedge accounting	Other financial liabilities(2)	Total		
	Held-for-trading	Designated upon initial recognition (FVO)	—	—			
Borrowing from credit institutions	—	—	—	3,756	3,756	3,756	
Senior securities issued	—	71,079	—	178,113	249,192	249,192	
Derivatives	15,770	—	6,302	—	22,072	22,072	
Subordinated securities issued	—	—	—	2,266	2,266	2,266	
<b>Total financial liabilities</b>	<b>15,770</b>	<b>71,079</b>	<b>6,302</b>	<b>184,135</b>	<b>277,286</b>	<b>277,286</b>	

(1) Of loans and receivables, 8 percent (year-end 2016: 8 percent) are subject to fair-value hedge accounting. The remaining 92 percent (year-end 2016: 92 percent) are not subject to hedge accounting and are therefore valued at amortized cost.

(2) Of other financial liabilities, 89 percent (year-end 2016: 76 percent) are subject to fair-value hedge accounting, the remaining 11 percent (year-end 2016: 24 percent) are not subject to hedge accounting and are therefore valued at amortized cost.

### Reclassification

As of July 1, 2008, and October 1, 2008, SEK reclassified certain assets, moving those assets to the category “loans and receivables” from the category “assets available-for-sale”. The reason for the reclassification was that those assets had been illiquid due to the extraordinary market conditions which existed during late 2008 owing to the global financial crisis, and SEK assessed itself to be able to hold the assets to maturity. Therefore there was no need for impairment of such assets. The reclassified assets consist of interest-bearing fixed rate bonds. At the time of the reclassification, the expected cash flows of the reclassified assets were equal to the contractual amounts, including principal and interest. The last reclassified loan and receivable expired in March 2017.

Skr mn Reclassified financial assets	December 31, 2017			December 31, 2016		
	Nominal value	Book value	Fair value	Nominal value	Book value	Fair value
Loans in the form of interest-bearing securities	0	0	0	57	60	60

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### Note 13. Financial assets and liabilities at fair value

		December 31, 2017		
Consolidated Group Skr mn		Book value	Fair value	Surplus value (+) /Deficit value (-)
Cash and cash equivalents		1,231	1,231	—
Treasuries/governments bonds		4,382	4,382	—
Other interest-bearing securities except loans		39,807	39,807	—
Loans in the form of interest-bearing securities		41,125	42,352	1,227
Loans to credit institutions		23,198	23,451	253
Loans to the public		141,111	144,935	3,824(1)
Derivatives		7,803	7,803	—
<b>Total financial assets</b>		<b>258,657</b>	<b>263,961</b>	<b>5,304</b>
Borrowing from credit institutions		2,317	2,317	—
Senior securities issued		222,516	223,465	949
Derivatives		16,480	16,480	—
Subordinated securities issued		2,040	2,047	7
<b>Total financial liabilities</b>		<b>243,353</b>	<b>244,309</b>	<b>956</b>
		December 31, 2016		
Consolidated Group Skr mn		Book value	Fair value	Surplus value (+) /Deficit value (-)
Cash and cash equivalents		7,054	7,054	—
Treasuries/governments bonds		3,687	3,687	—
Other interest-bearing securities except loans		49,901	49,911	10
Loans in the form of interest-bearing securities		46,222	47,210	988
Loans to credit institutions		26,190	26,240	50
Loans to the public		147,909	150,338	2,429(1)
Derivatives		12,005	12,005	—
<b>Total financial assets</b>		<b>292,968</b>	<b>296,445</b>	<b>3,477</b>
Borrowing from credit institutions		3,756	3,756	—
Senior securities issued		249,192	250,151	959
Derivatives		22,072	22,072	—
Subordinated securities issued		2,266	2,265	-1
<b>Total financial liabilities</b>		<b>277,286</b>	<b>278,244</b>	<b>958</b>

(1) Skr 1,346 million of the surplus value (year-end 2016: Skr 1,721 million) is related to CIRR loans. See Note 25 to the Consolidated Financial Statements for more information regarding the CIRR-system.

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The majority of financial liabilities and some of the financial assets in the statement of financial position are accounted for at full fair value or at a value that represents fair value for the components hedged in a hedging relationship. However, loans and receivables and other financial liabilities which are neither subject to hedge accounting nor carried at fair value using fair value option, are accounted for at amortized cost.

### Determining fair value of financial instruments

The best evidence of fair value is quoted prices in an active market. The majority of SEK's financial instruments are not publicly traded, and quoted market values are not readily available.

Fair value measurements are categorized using a fair value hierarchy. The financial instruments have been categorized under the three levels of the IFRS fair value hierarchy that reflects the significance of inputs. The categorization of these instruments is based on the lowest level of input that is significant to the fair value measurement in its entirety.

SEK uses the following hierarchy for determining and disclosing the fair value of financial instruments based on valuation techniques:

Level 1: quoted (unadjusted) prices in active markets for identical assets or liabilities;

Level 2: other techniques for which all inputs which have a significant effect on the recorded fair value are observable, either directly or indirectly; and

Level 3: techniques which use inputs which have a significant effect on the recorded fair value that are not based on observable market data.

For more information on determining the fair value of financial transactions, see Note 1a to the Consolidated Financial Statements.

In the process of estimating or deriving fair values for items accounted for at amortized cost, certain assumptions have been made. In those cases where quoted market values for the relevant items are available, such market values have been used.

The tables below show the fair values of the items carried at amortized cost or fair value. They are distributed according to the fair value hierarchy.

### Financial assets reported at amortized cost in fair value hierarchy

Consolidated Group Loans and accounts receivable Skr mn	December 31, 2017				Book value Total	
	Fair value			Total		
	Level 1	Level 2	Level 3			
Cash and cash equivalents	1,231	—	—	1,231	1,231	
Treasuries/governments bonds	—	—	—	—	—	
Other interest-bearing securities except loans	—	—	—	—	—	
Loans in the form of interest-bearing securities	550	41,802	—	42,352	41,125	
Loans to credit institutions	—	23,451	—	23,451	23,198	
Loans to the public	—	144,935	—	144,935	141,111	
<b>Total financial assets in fair value hierarchy</b>	<b>1,781</b>	<b>210,188</b>	<b>—</b>	<b>211,969</b>	<b>206,665</b>	

### Financial liabilities reported at amortized cost in fair value hierarchy

Consolidated Group Other financial liabilities Skr mn	December 31, 2017				Book value Total	
	Fair value			Total		
	Level 1	Level 2	Level 3			
Borrowing from credit institutions	—	2,317	—	2,317	2,317	
Senior securities issued	—	160,044	—	160,044	159,095	
Subordinated securities issued	—	2,047	—	2,047	2,040	
<b>Total financial liabilities in fair value hierarchy</b>	<b>—</b>	<b>164,408</b>	<b>—</b>	<b>164,408</b>	<b>163,452</b>	

### Financial assets reported at amortized cost in fair value hierarchy

Consolidated Group Loans and accounts receivable Skr mn	December 31, 2016				Book value Total	
	Fair value			Total		
	Level 1	Level 2	Level 3			
Cash and cash equivalents	7,054	—	—	7,054	7,054	
Treasuries/governments bonds	—	—	—	—	—	
Other interest-bearing securities except loans	—	—	—	—	—	
Loans in the form of interest-bearing securities	800	46,141	—	46,941	45,953	
Loans to credit institutions	—	26,240	—	26,240	26,190	
Loans to the public	—	150,338	—	150,338	147,909	
<b>Total financial assets in fair value hierarchy</b>	<b>7,854</b>	<b>222,719</b>	<b>—</b>	<b>230,573</b>	<b>227,106</b>	

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### Financial liabilities reported at amortized cost in fair value hierarchy

Consolidated Group Skr mn	December 31, 2016				
	Fair value			Total	Book value Total
	Level 1	Level 2	Level 3		
Borrowing from credit institutions	—	3,698	—	3,698	3,756
Senior securities issued	—	178,744	328	179,072	178,113
Subordinated securities issued	—	2,265	—	2,265	2,266
<b>Total financial liabilities in fair value hierarchy</b>	<b>—</b>	<b>184,707</b>	<b>328</b>	<b>185,035</b>	<b>184,135</b>

### Financial assets reported at fair value in fair value hierarchy

Consolidated Group Skr mn	December 31, 2017							
	Financial assets at fair value through profit or loss			Available-for-sale				
Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total	
Cash and cash equivalents	—	—	—	—	—	—	—	
Treasuries/governments bonds	—	—	—	—	4,382	—	—	4,382
Other interest-bearing securities except loans	—	113	—	113	—	39,694	—	39,694
Loans in the form of interest- bearing securities	—	—	—	—	—	—	—	—
Loans to credit institutions	—	—	—	—	—	—	—	—
Loans to the public	—	—	—	—	—	—	—	—
Derivatives	—	5,829	1,974	7,803	—	—	—	—
<b>Total financial assets in fair value hierarchy</b>	<b>—</b>	<b>5,942</b>	<b>1,974</b>	<b>7,916</b>	<b>4,382</b>	<b>39,694</b>	<b>—</b>	<b>44,076</b>

### Financial liabilities reported at fair value in fair value hierarchy

Consolidated Group Skr mn	December 31, 2017			
	Financial liabilities at fair value through profit or loss			
Level 1	Level 2	Level 3	Total	
Borrowing from credit institutions	—	—	—	—
Senior securities issued	—	20,426	42,995	63,421
Derivatives	—	13,660	2,820	16,480
Subordinated securities issued	—	—	—	—
<b>Total financial liabilities in fair value hierarchy</b>	<b>—</b>	<b>34,086</b>	<b>45,815</b>	<b>79,901</b>

There were no transfers made between levels during 2017.

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### Financial assets reported at fair value in fair value hierarchy

Consolidated Group Skr mn	December 31, 2016							
	Financial assets at fair value through profit or loss				Available-for-sale			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	—	—	—	—	—	—	—	—
Treasuries/governments bonds	—	—	—	—	3,687	—	—	3,687
Other interest-bearing securities except loans	1,099	125	257	1,481	956	47,464	—	48,420
Loans in the form of interest-bearing securities	269	—	—	269	—	—	—	—
Loans to credit institutions	—	—	—	—	—	—	—	—
Loans to the public	—	—	—	—	—	—	—	—
Derivatives	—	9,743	2,262	12,005	—	—	—	—
<b>Total financial assets in fair value hierarchy</b>	<b>1,368</b>	<b>9,868</b>	<b>2,519</b>	<b>13,755</b>	<b>4,643</b>	<b>47,464</b>	<b>—</b>	<b>52,107</b>

### Financial liabilities reported at fair value in fair value hierarchy

Consolidated Group Skr mn	December 31, 2016			
	Financial liabilities at fair value through profit or loss			
	Level 1	Level 2	Level 3	Total
Borrowing from credit institutions	—	—	—	—
Senior securities issued	—	23,192	47,887	71,079
Derivatives	1	17,405	4,666	22,072
Subordinated securities issued	—	—	—	—
<b>Total financial liabilities in fair value hierarchy</b>	<b>1</b>	<b>40,597</b>	<b>52,553</b>	<b>93,151</b>

There were no transfers made between levels during 2016.

### Financial assets and liabilities at fair value in Level 3, December 31, 2017

Consolidated Group Skr mn	January 1, 2017	Purchases	Settlements & sales	Transfers to Level 3	Transfers from Level 3	2017		December 31, 2017
						Gains (+) and losses (-) through profit or loss(1)	Currency exchange-rate effects	
Other interest-bearing securities except loans	257	—	-250	—	—	-6	-1	—
Senior securities issued	-48,217	-19,077	24,627	—	—	1,044	-1,372	-42,995
Derivatives, net	-2,404	3	-4,342	—	—	-1,202	7,099	-846
<b>Net assets and liabilities</b>	<b>-50,364</b>	<b>-19,074</b>	<b>20,035</b>	<b>—</b>	<b>—</b>	<b>-164</b>	<b>5,726</b>	<b>-43,841</b>

### Financial assets and liabilities at fair value in Level 3, December 31, 2016

Consolidated Group Skr mn	January 1, 2016	Purchases	Settlements & sales	Transfers to Level 3	Transfers from Level 3	2016		December 31, 2016
						Gains (+) and losses (-) through profit or loss(1)	Currency exchange-rate effects	
Other interest-bearing securities except loans	261	—	—	—	—	-4	0	257
Senior securities issued	-38,709	-15,279	10,176	—	—	-651	-3,424	-47,887
Derivatives, net	-2,551	-1,259	-263	—	—	722	947	-2,404
<b>Net assets and liabilities</b>	<b>-40,999</b>	<b>-16,538</b>	<b>9,913</b>	<b>—</b>	<b>—</b>	<b>67</b>	<b>-2,477</b>	<b>-50,034</b>

(1) Gains and losses through profit or loss, including the impact of exchange rates, is reported as interest net revenue and net result of financial transactions. The unrealized fair value changes during the period for assets and liabilities, including the impact of exchange rates, held as of December 31, 2017, amount to Skr 768 million loss (year-end 2016: Skr 12 million profit) and are reported as net results of financial transactions.

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### Uncertainty of valuation of Level 3-instruments

As the estimation of the parameters included in the models to calculate the market value of Level 3-instruments is associated with subjectivity and uncertainty, SEK has, in accordance with IFRS 13, conducted an analysis of the difference in fair value of Level 3-instruments using other established parameter values. Option models and discounted cash flows are used to value the Level 3-instruments. For Level 3-instruments with a longer duration where extrapolated discount curves are used, a sensitivity analysis has been conducted with regards to the interest. The revaluation of the portfolio is made using an interest rate shift of +/- 10 basis points. For the Level 3-instruments that are significantly affected by different types of correlations, which are not based on observable market data, a revaluation has been made by shifting the correlations. The basis for this sensitivity analysis is therefore the revaluation of the relevant part of the portfolio, where the correlations have been adjusted by +/- 10 percentage points. After the revaluation is performed, the max/min value for each transaction is identified. For Level 3-instruments that are significantly affected by non-observable market data, such as SEK's own creditworthiness, a revaluation has been made by shifting the credit curve. The revaluation is made by shifting the credit spreads by +/- 10 basis points, which has been assessed as a reasonable change of SEK's credit spread. The analysis shows the impact of the non-observable market data on the market value. In addition, the market value will be affected by observable market data.

The result of the analysis corresponds with SEK's business model where issued securities are linked with a matched hedging derivative. The underlying market data is used to evaluate the issued security as well as to evaluate the fair value of the derivative. This means that a change in fair value of the issued security, excluding SEK's own credit spread, is offset by an equally large change in the fair value of the derivative.

### Sensitivity analysis — level 3

December 31, 2017						
Assets and liabilities Skr mn	Fair Value	Unobservable input	Range of estimates for unobservable input(1)	Valuation method	Sensitivity max	Sensitivity min
Interest rate	0	Credit spreads	10BP - (10BP)	Discounted cash flow	0	0
<b>Sum other interest- bearing securities except loans</b>	<b>0</b>				<b>0</b>	<b>0</b>
Equity	-171	Correlation	0.78 - (0.02)	Option Model	1	-1
Interest rate	1,001	Correlation	0.19 - (0.37)	Option Model	-192	178
FX	-1,512	Correlation	0.89 - (0.81)	Option Model	24	-22
Other	-164	Correlation	0.63 - (0.05)	Option Model	0	0
<b>Sum derivatives, net</b>	<b>-846</b>				<b>-167</b>	<b>155</b>
Equity	-680	Correlation	0.78 - (0.02)	Option Model	-1	1
		Credit spreads	10BP - (10BP)	Discounted cash flow	11	-11
Interest rate	-42,168	Correlation	0.19 - (0.37)	Option Model	195	-181
		Credit spreads	10BP - (10BP)	Discounted cash flow	106	-103
FX	-34	Correlation	0.89 - (0.81)	Option Model	-25	23
		Credit spreads	10BP - (10BP)	Discounted cash flow	92	-92
Other	-113	Correlation	0.63 - (0.05)	Option Model	0	0
		Credit spreads	10BP - (10BP)	Discounted cash flow	3	-3
<b>Sum senior securities issued</b>	<b>-42,995</b>				<b>381</b>	<b>-366</b>
<b>Total effect on profit or loss(2)</b>					<b>214</b>	<b>-211</b>

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### Sensitivity analysis — level 3

December 31, 2016						
Assets and liabilities Skr mn	Fair Value	Unobservable input	Range of estimates for unobservable input(1)	Valuation method	Sensitivity max	Sensitivity min
Interest rate	257	Credit spreads	10BP - (10BP)	Discounted cash flow	0	0
<b>Sum other interest- bearing securities except loans</b>	<b>257</b>				<b>0</b>	<b>0</b>
Equity	-1,270	Correlation	0.74 - (0.01)	Option Model	3	-1
Interest rate	1,017	Correlation	0.09 - (0.12)	Option Model	-220	207
FX	-1,989	Correlation	0.83 - (0.76)	Option Model	31	-30
Other	-162	Correlation	0.55 - (0.04)	Option Model	0	0
<b>Sum derivatives, net</b>	<b>-2,404</b>				<b>-186</b>	<b>176</b>
Equity	-21,515	Correlation	0.74 - (0.01)	Option Model	-3	1
		Credit spreads	10BP - (10BP)	Discounted cash flow	24	-24
Interest rate	-26,224	Correlation	0.09 - (0.12)	Option Model	222	-211
		Credit spreads	10BP - (10BP)	Discounted cash flow	125	-125
FX	-4	Correlation	0.83 - (0.76)	Option Model	-51	52
		Credit spreads	10BP - (10BP)	Discounted cash flow	94	-94
Other	-144	Correlation	0.55 - (0.04)	Option Model	0	0
		Credit spreads	10BP - (10BP)	Discounted cash flow	2	-2
<b>Sum senior securities issued</b>	<b>-47,887</b>				<b>413</b>	<b>-403</b>
<b>Total effect on profit or loss(2)</b>					<b>227</b>	<b>-227</b>

(1) Represents the range of correlations that SEK has determined market participants would use when pricing the instruments. The structures are represented both in the security and the derivative hedging the bond. The sensitivity analysis is based on a shift in the interval for correlation between 0.1 and —0.1. The correlation is expressed as a value between 1 and —1, where 0 indicates no relationship, 1 indicates maximum positive relationship and -1 indicates maximum negative relationship. The maximum correlation in the range of unobservable inputs can thus be from 1 to —1. The table presents the scenario analysis of the effect on Level 3-instruments, with maximum positive and negative changes.

(2) Of the total impact on profit or loss, the sensitivity effect of SEK's own credit spread was Skr 211 million (year-end 2016: Skr 244 million) under a maximum scenario and Skr -208 million (year-end 2016: Skr -244 million) under a minimum scenario.

### Fair value related to credit risk

Skr mn	Fair value originating from credit risk (-liabilities increase/ + liabilities decrease)		The period's change in fair value origination from credit risk (+ income/ - loss)		
	December 31, 2017	December 31, 2016	Jan-Dec 2017	Jan-Dec 2016	Jan-Dec 2015
CVA/DVA, net(1)	-8	-14	6	9	-4
OCA(2)	-578	-383	-195	1	87

(1) Credit value adjustment (CVA) and Debt value adjustment (DVA) reflects how the counterparties' credit risk as well as SEK's own credit rating affects the fair value of derivatives.

(2) Own credit adjustment (OCA) reflects how the changes in SEK's credit rating affects the fair value of financial liabilities measured at fair value through profit and loss.

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### Note 14. Derivatives

#### Derivatives by categories

Consolidated Group Skr mn	December 31, 2017			December 31, 2016		
	Assets Fair value	Liabilities Fair value	Nominal amounts	Assets Fair value	Liabilities Fair value	Nominal amounts
Interest rate-related contracts	3,781	9,132	245,788	4,309	9,909	244,854
Currency-related contracts	3,772	6,879	139,614	7,115	10,302	137,656
Equity-related contracts	250	303	13,246	581	1,683	24,829
Contracts related to commodities, credit risk, etc.	—	166	-1,183	—	178	2,662
<b>Total derivatives</b>	<b>7,803</b>	<b>16,480</b>	<b>397,465</b>	<b>12,005</b>	<b>22,072</b>	<b>410,001</b>
Consolidated Group of which derivatives used for economic -hedges, accounted for as held-for-trading under IAS39 Skr mn	December 31, 2017			December 31, 2016		
	Assets Fair value	Liabilities Fair value	Nominal amounts	Assets Fair value	Liabilities Fair value	Nominal amounts
Interest rate-related contracts	2,603	6,358	119,239	2,724	7,163	113,684
Currency-related contracts	1,501	4,003	92,133	3,120	6,841	94,521
Equity-related contracts	250	303	13,246	581	1,683	24,829
Contracts related to commodities, credit risk, etc.	—	166	-1,183	—	178	2,662
<b>Total derivatives</b>	<b>4,354</b>	<b>10,830</b>	<b>223,435</b>	<b>6,425</b>	<b>15,865</b>	<b>235,696</b>
Consolidated Group of which derivatives used for hedge -accounting Skr mn	December 31, 2017			December 31, 2016		
	Assets Fair value	Liabilities Fair value	Nominal amounts	Assets Fair value	Liabilities Fair value	Nominal amounts
Interest rate-related contracts	1,178	2,774	126,549	1,586	2,746	131,170
Currency-related contracts	2,271	2,876	47,481	3,995	3,461	43,136
<b>Total derivatives</b>	<b>3,449</b>	<b>5,650</b>	<b>174,030</b>	<b>5,581</b>	<b>6,207</b>	<b>174,306</b>
of which cash-flow hedges	—	—	—	—	—	—
of which fair-value hedges	3,449	5,650	174,030	5,581	6,207	174,306

#### Derivatives used as fair-value hedge

Consolidated Group Skr mn	December 31, 2017				
	< 1 month	< 3 months	3 months < 1 year	1 year < 5 years	> 5 years
Cash inflows (assets)	47	238	700	3,428	459
Cash outflows (liabilities)	8	56	-977	-1,526	-869
<b>Net cash inflow</b>	<b>55</b>	<b>294</b>	<b>-277</b>	<b>1,902</b>	<b>-410</b>

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### Derivatives used as fair-value hedge

Consolidated Group Skr mn	December 31, 2016				
	< 1 month	< 3 months	3 months < 1 year	1 year < 5 years	> 5 years
Cash inflows (assets)	369	1,252	598	1,842	1,059
Cash outflows (liabilities)	130	-7	-234	-1,521	-702
<b>Net cash inflow</b>	<b>499</b>	<b>1,245</b>	<b>364</b>	<b>321</b>	<b>357</b>

### Cash-flow hedges reclassified to profit or loss during the year

Skr mn	2017	2016
Interest income	91	169(1)
Interest expense	—	—
<b>Total</b>	<b>91</b>	<b>169</b>

(1) Relates to previously terminated cash flow hedges which comprehensive income is allocated over the previously hedged item's remaining maturity.

In accordance with SEK's policies with regard to counterparty, interest rate, currency exchange-rate, and other exposures, SEK uses, and is a party to, different kinds of derivative instruments, mostly various interest rate-related and currency exchange-rate-related contracts. These contracts are carried at fair value in the statements of financial position on a contract-by-contract basis.

SEK uses derivatives to hedge risk exposure inherent in financial assets and liabilities. Derivatives are measured at fair value by using market quoted rates where available. If market quotes are not available, valuation models are used. SEK uses models to adjust the net exposure fair value for changes in counterparties' credit quality. The models used include both directly observable and non-observable market parameters.

The majority of SEK's derivative contracts are what are known as OTC (over the counter) derivatives, i.e. derivative contracts that are not transacted on an exchange. SEK's derivative transactions that are not transacted on an exchange are entered into under ISDA Master Netting Agreements. In general, under such agreements the amounts owed by each counterparty in respect of all transactions outstanding in the same currency under the agreement are aggregated into a single net amount payable by one party to the other. In certain circumstances, for example when a credit event such as a default occurs and all outstanding transactions under the agreement are terminated, the termination value is assessed and only a single net amount is due or payable in settlement of all transactions. SEK endeavors to only enter into derivatives transactions with counterparties in jurisdictions where such netting is enforceable when such events occur.

The above ISDA arrangements do not meet the criteria for offsetting in the statement of financial position. This is because such agreements create a right of set-off of recognized amounts that is enforceable only following an event of default, insolvency or bankruptcy of SEK or the counterparties. In addition, SEK and its counterparties do not intend to settle on a net basis or to realize the assets and settle the liabilities simultaneously.

The ISDA Master Netting Agreements are complemented by supplementary agreements providing for the collateralization of counterparty exposure. SEK receives and accepts collateral in the form of cash. Such collateral is subject to the standard industry terms of a CSA.

The disclosures set out in the tables below include financial assets and financial liabilities that are subject to an enforceable master netting arrangement or similar agreement that cover similar financial instruments. SEK only enters into derivative transactions that are subject to enforceable master netting agreements or similar agreements. SEK has no financial assets or liabilities that are offset in the statement of financial position.

### Financial assets subject to offsetting, enforceable master netting arrangements and similar agreements

Skr mn	December 31,	
	2017 Derivatives	2016 Derivatives
Gross amounts of recognized financial assets	7,803	12,005
Amounts offset in the statement of financial position	—	—
<b>Net amounts of financial assets presented in the statement of financial position</b>	<b>7,803</b>	<b>12,005</b>
Amounts subject to an enforceable master netting arrangement or similar agreement not offset in the statement of financial position related to:		
Financial instruments	-5,713	-8,675
Cash collateral received	-1,784	-3,104
<b>Net amount</b>	<b>306</b>	<b>226</b>

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### Financial liabilities subject to offsetting, enforceable master netting arrangements and similar agreements

Skr mn	December 31,	
	2017 Derivatives	2016 Derivatives
Gross amounts of recognized financial liabilities	16,480	22,072
Amounts offset in the statement of financial position	—	—
<b>Net amounts of financial liabilities presented in the statement of financial position</b>	<b>16,480</b>	<b>22,072</b>
Amounts subject to an enforceable master netting arrangement or similar agreement not offset in the statement of financial position related to:		
Financial instruments	-5,713	-8,675
Cash collateral paid	-9,031	-8,854
<b>Net amount</b>	<b>1,736</b>	<b>4,543</b>

### Note 15. Shares

Venantius AB (being wound down) is domiciled in Stockholm, Sweden, and is wholly owned by SEK. The net profit for the year amounts to Skr 10 million (2016: Skr 0 million; 2015: Skr 1 million).

Shares in subsidiaries Skr mn	December 31, 2017		December 31, 2016	
	Book value	Number of shares	Book value	Number of shares
Venantius AB (reg no 556449-5116)	24	5,000,500	17	5,000,500

### Note 16. Other assets

Skr mn	Consolidated Group	
	December 31, 2017	December 31, 2016
Claim against the State for CIRR loans and concessionary loans	3,309	3,267
Cash receivables, funding operations	198	837
Other	49	63
<b>Total</b>	<b>3,556</b>	<b>4,167</b>

### Note 17. Prepaid expenses and accrued revenues

Skr mn	Consolidated Group	
	December 31, 2017	December 31, 2016
Interest revenues accrued	2,075	2,163
Prepaid expenses and other accrued revenues	16	21
<b>Total</b>	<b>2,091</b>	<b>2,184</b>

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### Note 18. Debt

Skr mn	Consolidated Group		
	December 31, 2017		
	Total debt excluding -senior securities issued	Total senior - -securities issued	Total
Exchange-rate related contracts	—	33,016	33,016
Interest rate related contracts	2,317	188,607	190,924
Equity related contracts	—	779	779
Contracts related to raw materials, credit risk etc	—	114	114
<b>Total debt outstanding</b>	<b>2,317</b>	<b>222,516</b>	<b>224,833</b>

  

<i>of which denominated in:</i>	
Skr	1,116
USD	119,112
JPY	32,988
EUR	29,191
Other currencies	42,426

  

Skr mn	Consolidated Group		
	December 31, 2016		
	Total debt excluding -senior securities issued	Total senior - -securities issued	Total
Exchange-rate related contracts	—	42,052	42,052
Interest rate related contracts	3,756	183,090	186,846
Equity related contracts	—	23,906	23,906
Contracts related to raw materials, credit risk etc	—	144	144
<b>Total debt outstanding</b>	<b>3,756</b>	<b>249,192</b>	<b>252,948</b>

  

<i>of which denominated in:</i>	
Skr	1,594
USD	140,749
JPY	34,659
EUR	28,810
Other currencies	47,137

Contracts have been categorized based on the contracts' main properties. If all properties were taken into account, a transaction could be contained in several categories.

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### SEK has the following major Borrowing programs in place:

Skr mn	Value outstanding (1)	
	December 31, 2017	December 31, 2016
<i>Medium-term note program:</i>		
Unlimited Euro Medium-Term Note Programme	98,189	111,358
Unlimited SEC-registered U.S. Medium-Term Note Programme	111,444	128,641
Unlimited Swedish Medium-Term Note Programme	256	371
Unlimited MTN/STN AUD Debt Issuance Programme	3,607	3,353
Commercial paper program:		
USD 3,000,000,000 U.S. Commercial Paper Programme	1,637	—

(1) Amortized cost excluding fair value adjustments.

### Liabilities in financing activities

Skr mn	December 31, 2016	Cash flow	Non-cash items		December 31, 2017
			Exchange-rate difference	-Unrealized changes in fair value	
Senior debt	252,948	-9,919	-18,254	58	224,833
Subordinated debt	2,266	—	-219	-7	2,040
Derivatives - net	10,067	-4,931	3,894	-353	8,677
<b>Total liabilities in financing activities</b>	<b>265,281</b>	<b>-14,850</b>	<b>-14,579</b>	<b>-302</b>	<b>235,550</b>

### Note 19. Other liabilities

Skr mn	Consolidated Group	
	December 31, 2017	December 31, 2016
Liabilities to subsidiaries		
Cash payables, debt purchases	668	2,056
Other	158	318
<b>Total</b>	<b>826</b>	<b>2,374</b>

### Note 20. Accrued expenses and prepaid revenues

Skr mn	Consolidated Group	
	December 31, 2017	December 31, 2016
Interest expenses accrued	2,023	2,000
Other accrued expenses and prepaid revenues	40	36
<b>Total</b>	<b>2,063</b>	<b>2,036</b>

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### Note 21. Provisions

Skr mn	Consolidated Group	
	December 31, 2017	December 31, 2016
Pension liabilities (see Note 5 to the Consolidated Financial Statements)	40	38
Long term employee benefit	4	4
Termination reserve	1	9
<b>Total</b>	<b>45</b>	<b>51</b>

### Note 22. Subordinated debt securities

Skr mn	Consolidated Group	
	December 31, 2017	December 31, 2016
Fixed Rate Resettable Dated Subordinated Instruments(1)	2,040	2,266
<b>Total subordinated debt outstanding</b>	<b>2,040</b>	<b>2,266</b>
<i>of which denominated in:</i>		
Swedish kronor	—	—
Foreign currencies	2,040	2,266
	<b>2017</b>	<b>2016</b>
Total interest expense	61	62
of which accrued interest(2)	8	9

(1) Nominal value USD 250 million fixed rate resettable dated subordinated instruments due November 14, 2023 (the dated subordinated instruments) were issued by SEK, 556084-0315, under the regulatory framework in effect on November 14th, 2013 (the issue date) at a price of 99.456 percent of the aggregate nominal amount. English law applies to the dated subordinated instruments.

SEK's dated subordinated instruments will bear interest (i) from (and including) the issue date, to (but excluding) November 14, 2018 (the optional redemption date (call)) at the rate of 2.875 per cent per annum payable semi-annually in arrears on May 14 and November 14 in each year commencing on May 14, 2014 and ending on November 14, 2018 and (ii) from (and including) the optional redemption date (call) to (but excluding) November 14, 2023 (the maturity date) at a rate of 1.45 per cent per annum above the applicable swap rate for USD swap transactions with a maturity of five years determined in accordance with market convention and payable semi-annually in arrears on May 14 and November 14 in each year commencing on May 14, 2019 and ending on the maturity date.

Unless previously redeemed or purchased and cancelled, SEK's dated subordinated instruments will be redeemed at their principal amount on the maturity date. Subject to certain conditions as provided in the applicable terms and conditions, the dated subordinated instruments may be redeemed at the option of SEK in whole, but not in part, (i) on the optional redemption date (call), (ii) at any time for certain withholding tax reasons or (iii) at any time upon the occurrence of a capital event (as defined in the applicable terms and conditions), in each case at their principal amount together with interest accrued to (but excluding) the date of redemption. Redemption is subject to the prior consent of the Swedish Financial Supervisory Authority.

(2) The accrued interest is attributable to subordinated borrowing and is included in "Accrued expenses and prepaid revenues".

Subordinated debt means debt for which, in the event of the obligor being declared bankrupt, the holder would be repaid after other creditors, but before shareholders.

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### Note 23. Equity

Skr mn	Consolidated Group	
	December 31, 2017	December 31, 2016
Share capital	3,990	3,990
Legal reserve	—	—
Fund for internally developed software	—	—
Reserves/Fair value reserve		
<i>Hedge reserve</i>	25	96
<i>Fair value reserve</i>	9	35
<i>Defined benefit plans</i>	-4	-1
Retained earnings	13,554	13,016
<b>Total equity</b>	<b>17,574</b>	<b>17,136</b>

The total number of shares is 3,990,000 with a quota value of Skr 1,000.

The hedge reserve comprises the cumulative effective portion of hedging derivatives in connection with cash-flow hedges and is reported in other comprehensive income. The hedge reserve is reported net after-tax.

The fair value reserve is displayed as after-tax difference between fair value and amortized cost recognized through other comprehensive income related to available-for-sale securities. In the cases in which an asset available-for-sale is included in a hedge relationship, the reserve includes the difference between the fair value and the amortized cost value revalued at fair value with regard to the risk being hedged. The difference normally consists of the cumulative change in the credit spread. Of the reserve represented interest-bearing securities with positive changes in fair value amounted to Skr 11 million (year-end 2016: Skr 4 million), Skr -17 million, (year-end 2016: Skr -37 million) represented interest-bearing securities with negative changes in fair value.

Fund for internally developed software represents expenses that are directly attributable to large investments in the development of IT systems.

The entire equity is attributable to the shareholder of the Parent Company.

According to the Swedish Annual Accounts Act for Credit Institutions and Securities Companies, the non-distributable capital and the distributable capital for the Consolidated Group at year-end are as follows:

Skr mn	Consolidated Group	
	December 31, 2017	December 31, 2016
Restricted equity	6,122	6,218
Unrestricted equity	11,452	10,918
<b>Total equity</b>	<b>17,574</b>	<b>17,136</b>

The Legal reserve reported in the Parent Company represents previous demands for statutory provision to non-distributable capital. The requirement was abolished January 1, 2006, and prior provisions remain.

### Proposal for the distribution of profits

The results of the Consolidated Group's and the Parent Company's operations during the year and its financial position at December 31, 2017, can be seen in the Statement of Comprehensive Income, Statement of Financial Position and Statement of Cash Flows for the Consolidated Group as well as the income statement, balance sheet and statement of cash flows for the Parent Company and related Notes. The Board has decided to propose to the Annual General Meeting the payment of a dividend of Skr 232 million (2016: Skr 234 million), in accordance with the company's dividend policy. The following proposal regarding distribution of profits relates to the Parent Company.

At the disposal of the Annual General Meeting	11,477
The Board of Directors proposes that the Annual General Meeting dispose of these funds as follows:	
- dividend to the shareholder of Skr 58,05 per share, amounting to	232
<b>- remaining disposable funds to be carried forward</b>	<b>11,245</b>

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### Note 24. Pledged assets and contingent liabilities

Skr mn	December 31, 2017	December 31, 2016
<b>Collateral provided</b>		
Cash collateral under the security agreements for derivative contracts	10,314	11,621
<b>Contingent liabilities</b>		
Guarantee commitments	3,360	3,027
<b>Commitments</b>		
Committed undisbursed loans	72,914	54,783
Binding offers	1,211	4,630

### Note 25. CIRR-system

Pursuant to the company's assignment as stated in its owner instruction issued by the Swedish government, SEK administers credit granting in the Swedish system for officially supported export credits (CIRR-system). SEK receives compensation from the Swedish government in the form of an administrative fee, which is calculated based on the principal amount outstanding.

All assets and liabilities related to the CIRR-system are included in the Consolidated Statement of Financial Position and in the Parent Company's balance sheet since SEK bears the credit risk for the lending and acts as the counterparty for lending and borrowing. Unrealized revaluation effects on derivatives related to the CIRR-system are recognized on a net basis under Note 16 Other Assets in the item Claim against the State for CIRR loans and concessionary loans.

SEK has determined that the CIRR-system should be considered an assignment whereby SEK acts as an agent on behalf of the Swedish government, rather than being the principal in individual transactions. Accordingly, interest income, interest expense and other costs pertaining to CIRR-system assets and liabilities are not recognized in SEK's Statement of Comprehensive Income.

The administrative compensation received by SEK from the Swedish government is recognized as part of interest income in SEK's Statement of Comprehensive Income since the commission received in compensation is equivalent to interest. Any income for SEK that arises from its credit arranger role is recognized in SEK's Statement of Comprehensive Income under net interest income. Refer also to Note 1a (f) to the Consolidated Financial Statements.

The administrative fee paid by the state to SEK as compensation is recognized in the CIRR-system as administrative compensation to SEK. Arrangement fees to SEK are recognized together with other arrangement fees such as interest expenses. Refer to the following tables.

In addition to the CIRR-system, SEK administers the Swedish government's previous concessionary credit program according to the same principles as the CIRR-system. No new lending is being offered under the concessionary credit program. As of December 31, 2017, loans outstanding amounted to Skr 754 million (year-end 2016: Skr 991 million) and the government noted a negative result of Skr -48 million (2016: Skr -53 million; 2015: Skr -52 million). Administrative compensation to SEK amounted to Skr -2 million (2016: Skr -2 million; 2015: Skr -2 million).

### Statement of comprehensive income for the CIRR-system

Skr mn	2017	2016	2015
Interest revenues	1,343	1,185	1,222
Interest expenses	-1,115	-961	-951
<b>Net interest revenues</b>	<b>228</b>	<b>224</b>	<b>271</b>
Interest compensation	26	121	13
Foreign exchange effects	-6	4	1
<b>Profit before compensation to SEK</b>	<b>248</b>	<b>349</b>	<b>285</b>
Administrative remuneration to SEK	-123	-114	-121
<b>Operating profit CIRR-system</b>	<b>125</b>	<b>235</b>	<b>164</b>
Reimbursement to (-) / from (+) the State	-125	-235	-164

### Statement of financial position for the CIRR-system (included in SEK's statement of financial position)

Skr mn	December 31, 2017	December 31, 2016
Cash and cash equivalents	10	55
Loans	49,124	49,802
Derivatives	522	321
Other assets	3,472	3,414
Prepaid expenses and accrued revenues	364	352
<b>Total assets</b>	<b>53,492</b>	<b>53,944</b>
Liabilities	49,252	49,991
Derivatives	3,789	3,576
Accrued expenses and prepaid revenues	451	377
<b>Total liabilities and equity</b>	<b>53,492</b>	<b>53,944</b>
<b>Commitments</b>		
Committed undisbursed loans	69,166	49,080
Binding offers	628	2,911

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### **Note 26. Capital adequacy**

#### **Capital adequacy analysis**

The Consolidated Group encompasses the Parent Company AB Svensk Exportkredit and its wholly owned subsidiary Venantius AB, including the latter's wholly owned subsidiary VF Finans AB. Group entities are fully consolidated for accounting and supervisory purposes. No current or anticipated material restrictions to prompt transfer of own funds or repayment of liabilities among the Parent or its subsidiaries have been identified.

	<b>Consolidated Group</b>	
	<b>December 31, 2017</b>	<b>December 31, 2016</b>
<b>Capital ratios excl. buffer requirements(1)</b>		
Common Equity Tier 1 ratio	20.6%	22.1%
Tier 1 capital ratio	20.6 %	22.1%
Total capital ratio	23.0 %	25.1%
<b>Institution specific Common Equity Tier 1 capital requirement incl. buffers(2)</b>	<b>8.4 %</b>	<b>8.0%</b>
<i>of which Common Equity Tier 1 capital requirement</i>	<i>4.5 %</i>	<i>4.5 %</i>
<i>of which capital conservation buffer</i>	<i>2.5 %</i>	<i>2.5 %</i>
<i>of which countercyclical buffer</i>	<i>1.4%</i>	<i>1.0 %</i>
<i>of which systemic risk buffer</i>	<i>—</i>	<i>—</i>
<b>Common Equity Tier 1 capital available as a buffer(3)</b>	<b>14.6 %</b>	<b>16.1%</b>
<b>Total capital ratio according to Basel I floor(4)</b>	<b>21.9 %</b>	<b>22.8%</b>

(1) Capital ratios excluding buffer requirements are the quotients of the relevant capital metric and the total risk-weighted exposure amount. The minimum requirements, which were implemented in Sweden without a transitional period, are 4.5 percent, 6.0 percent and 8.0 percent for Common Equity Tier 1 capital, Tier 1 capital and total own funds, respectively. The minimum requirements apply in accordance with Regulation (EU) No 575/2013 of the European Parliament and of the Council of June 26, 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 (CRR). The change in capital ratios compared to year-end 2016 is primarily due to SEK applying the internal rating-based (IRB) approach to exposures to central and regional governments and to multilateral development banks.

(2) Minimum Common Equity Tier 1 capital requirement, expressed as a percentage of the total risk-weighted exposure amount.

(3) The Common Equity Tier 1 ratio less the statutory minimum requirement of 4.5 percent and less 1.5 percent, which comprises Common Equity Tier 1 capital items used, since SEK lacks other Tier 1 capital, to meet the difference in the minimum requirement between Tier 1 capital and Common Equity Tier 1 capital. Accordingly, at year-end 2017, the capital ratio shows the availability to meet buffer requirements after deducting the minimum requirement. The value at year-end 2016 has been restated due to this change in the calculation method.

(4) The minimum requirement is 8.0 percent.

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### Own funds — adjusting items

Skr mn	Consolidated Group	
	December 31, 2017	December 31, 2016
Share capital (1)	3,990	3,990
Retained earnings	12,782	12,236
Accumulated other comprehensive income and other reserves	30	130
Independently reviewed profit net of any foreseeable charge or dividend	540	546
<b>Common Equity Tier 1 (CET1) capital before regulatory adjustments</b>	<b>17,342</b>	<b>16,902</b>
Equity-portions of untaxed reserves	—	—
Additional value adjustments due to prudent valuation	-396	-444
Intangible assets	-66	-101
Fair-value reserves related to gains or losses on cash-flow hedges	-25	-96
Gains or losses on liabilities valued at fair value resulting from changes in own credit standing	446	281
Negative amounts resulting from the calculation of expected loss amounts	-65	—
<b>Total regulatory adjustments to Common Equity Tier 1 capital</b>	<b>-106</b>	<b>-360</b>
<b>Total Common Equity Tier 1 capital</b>	<b>17,236</b>	<b>16,542</b>
Additional Tier 1 capital	—	—
<b>Total Tier 1 capital</b>	<b>17,236</b>	<b>16,542</b>
Tier 2-eligible subordinated debt (2)	2,049	2,267
Credit risk adjustments (3)	—	12
<b>Total Tier 2 capital</b>	<b>2,049</b>	<b>2,279</b>
<b>Total Own funds</b>	<b>19,285</b>	<b>18,821</b>
<b>Total Own funds according to Basel I floor</b>	<b>19,350</b>	<b>18,809</b>

(1) For a detailed description of the instruments constituting share capital, see Note 23 to the Consolidated Financial Statements.

(2) For a detailed description of the instruments constituting Tier 2-eligible subordinated debt, see Note 22 to the Consolidated Financial Statements.

(3) The expected loss amount calculated under the IRB approach is a gross deduction from own funds. The gross deduction is decreased by impairment related to exposures for which expected loss is calculated. Excess amounts of such impairment will increase own funds. This increase is limited to 0.6 percent of SEK's risk exposure amount under the IRB approach related to exposures to central governments, corporates and financial institutions. As of December 31, 2017, the limitation rule had no effect (year-end 2016: no effect).

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### Minimum capital requirements exclusive of buffers

Skr mn	Consolidated Group					
	December 31, 2017				December 31, 2016	
	EAD(1)	Risk exposure amount	Min. capital Req.	EAD	Risk exposure amount	Min. capital Req.
<i>Credit risk, standardized approach(2)</i>						
Central governments	—	—	—	145,531	963	77
Regional governments	—	—	—	19,904	—	—
Multilateral development banks	—	—	—	1,900	—	—
Corporates	1,316	1,316	105	1,450	1,450	116
<i>Total credit risk, standardized approach</i>	<i>1,316</i>	<i>1,316</i>	<i>105</i>	<i>168,785</i>	<i>2,413</i>	<i>193</i>
<i>Credit risk, IRB approach(2)</i>						
Central governments	161,429	9,331	747	—	—	—
Financial institutions(3)	38,163	12,688	1,015	44,947	14,089	1,127
Corporates(4)	104,630	53,763	4,301	95,519	51,104	4,088
Non-credit-obligation assets	121	121	10	123	123	10
<i>Total credit risk IRB approach</i>	<i>304,343</i>	<i>75,903</i>	<i>6,073</i>	<i>140,589</i>	<i>65,316</i>	<i>5,225</i>
Credit valuation adjustment risk	n.a.	1,989	159	n.a.	2,526	202
Foreign exchange risk	n.a.	1,326	106	n.a.	999	81
Commodity risk	n.a.	13	1	n.a.	14	1
Operational risk	n.a.	3,284	263	n.a.	3,669	293
<b>Total</b>	<b>305,659</b>	<b>83,831</b>	<b>6,707</b>	<b>309,374</b>	<b>74,937</b>	<b>5,995</b>
Adjustment according to Basel I floor	n.a.	4,503	360	n.a.	7,572	606
<b>Total incl. Basel I floor</b>	<b>n.a.</b>	<b>88,334</b>	<b>7,067</b>	<b>n.a.</b>	<b>82,509</b>	<b>6,601</b>

(1) Exposure at default (EAD) shows the size of the outstanding exposure at default.

(2) Exposure classes within the standardized approach and the IRB approach that have no outcomes have been omitted in the listing.

(3) Of which counterparty risk in derivative contracts: EAD 4,131 million (year-end 2016: Skr 4,515 million), Risk exposure amount of Skr 1,574 million (year-end 2016: Skr 1,784 million) and Capital requirement of Skr 126 million (year-end 2016: Skr 143 million).

(4) Of which related to Specialized lending: EAD 2,478 million (year-end 2016: Skr 2,853 million), Risk exposure amount of Skr 1,643 million (year-end 2016: Skr 1,942 million) and Capital requirement of Skr 131 million (year-end 2016: Skr 155 million).

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### Credit risk by PD grade

The tables illustrate the exposure at default (EAD), the portion of the exposure that will be lost in the event of a default (LGD) and the probability of default or cancellation of payments by a counterparty (PD) for the exposure classes where PD is estimated internally. Average PD is calculated without consideration of PD floors. Average PD and LGD are weighted by EAD, the average risk weight is the quotient of risk exposure amount and EAD. The amounts reported concern the Consolidated Group, and the amounts for the Parent Company are essentially the same.

Consolidated Group Skr mn	December 31, 2017					December 31, 2016				
	AAA to AA- 0.003- 0.02%	A+ to A- 0.03- 0.07%	BBB+ to BBB- 0.12-0.32%	BB+ to B- 0.53- 6.47%	CCC to D 25.29- 100%	AAA to AA- - -	A+ to A- - -	BBB+ to BBB- - -	BB+ to B- - -	CCC to D - -
<i>Central governments(1)</i>										
EAD	153,496	7,107	—	826	—	—	—	—	—	—
Average PD in %	0.004	0.04	—	0.9	—	—	—	—	—	—
Average LGD in %	45.0	45.0	—	45.0	—	—	—	—	—	—
Average risk weight in %	4.7	19.0	—	93.6	—	—	—	—	—	—

(1) Figures for 2016 are missing since the transition to the IRB approach was made in 2017.

Consolidated Group Skr mn	December 31, 2017					December 31, 2016				
	AAA to AA- 0.01- 0.04%	A+ to A- 0.06- 0.12%	BBB+ to BBB- 0.17-0.34%	BB+ to B- 0.54- 8.40%	CCC to D 28.60- 100%	AAA to AA- 0.01-0.04%	A+ to A- 0.05- 0.12%	BBB+ to BBB- 0.17-0.34%	BB+ to B- 0.58- 8.68%	CCC to D 28.52- 100%
<i>Financial institutions</i>										
EAD	9,368	25,926	1,722	1,149	—	9,198	32,664	1,814	1,271	—
Average PD in %	0.04	0.08	0.23	0.84	—	0.04	0.08	0.20	0.84	—
Average LGD in %	41.6	44.3	45.0	45.0	—	36.7	43.3	45.0	45.0	—
Average risk weight in %	22.3	31.3	65.1	117.8	—	19.6	29.6	61.8	117.8	—
<i>Corporates</i>										
EAD	7,871	18,515	59,574	16,153	40	5,516	20,690	46,118	20,285	57
Average PD in %	0.03	0.10	0.25	0.81	65.59	0.03	0.10	0.24	0.87	81.32
Average LGD in %	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0
Average risk weight in %	18.5	33.6	51.3	85.6	127.1	18.6	32.1	50.3	89.9	69.0

### Credit risks

For risk classification and quantification of credit risk, SEK uses an internal ratings-based (IRB) approach. The Swedish FSA has approved SEK's IRB approach. Specifically, SEK applies the foundation IRB approach. Under the foundation IRB approach, the company determines the PD within one year of each of its counterparties, while the remaining parameters are established in accordance with the CRR. Certain exposures are, by permission from the Swedish FSA, exempted from application of the IRB approach and, instead, the standardized approach is applied for calculating the capital requirement. For further information regarding these exposures see the Risk measurement section in Note 27. The Swedish FSA has given SEK permission to apply the IRB approach from March 31, 2017, with regard to exposures toward central governments, regional governments and multilateral development banks.

The minimum capital requirement for these exposures increased on the transition to the IRB approach, which largely explains why SEK's total minimum capital requirement for credit risks increased 14 percent in 2017 compared with year-end 2016.

Counterparty risk exposure amounts in derivative contracts are calculated in accordance with the mark-to-market approach.

### Credit valuation adjustment risk

A capital requirement for credit valuation adjustment risk is calculated for all OTC derivatives, except for credit derivatives used as credit-risk hedges and transactions with a qualifying central counterparty. SEK calculates this capital requirement using the standardized approach.

### Foreign exchange risk

Foreign exchange risk is calculated with the standardized approach, whereas the scenario approach is used for calculating the gamma and volatility risks.

### Commodity risk

Own funds requirements for commodity risk are calculated using the simplified approach under the standardized approach, and where the scenario approach is used for calculating the gamma and volatility risks.

### Operational risk

The capital requirement for operational risk is calculated with the standardized approach, whereby the company's operations are divided into business areas as defined in the CRR. The capital requirement for each area is calculated by multiplying a factor, depending on the business area, by an income indicator. The factors applicable for SEK are 15 percent and 18 percent. The income indicators consist of the average operating income for the past three fiscal years for each business area.

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### **Transitional rules**

The CRR states that the previously applicable transitional rules, i.e. the Basel I floor, will continue to apply until year-end 2017. According to the transitional rules, the capital requirement should be calculated in parallel on the basis of the Basel I rules. To the extent that the Basel-I-based capital requirement, reduced to 80 percent, exceeds the capital requirement under the CRR, the capital requirement under the Basel-I-based rules should constitute the minimum capital requirement.

### **Capital buffer requirements**

SEK is to meet capital buffer requirements with Common Equity Tier 1 capital. SEK has not been classified as a systemically important institution. Accordingly, the capital buffer requirements for systemically important institutions that entered into force on January 1, 2016 do not apply to SEK. There is no systemic risk buffer applicable for SEK that is active at the moment. A countercyclical capital buffer rate of 2.0 percent is applied to exposures located in Sweden as of March 19, 2017 and going forward. At December 31, 2017, the capital requirement related to credit-risk exposures in Sweden was 67 percent (year-end 2016: 69 percent) of the total capital requirement regardless of location, this fraction is also the weight applied to the Swedish buffer rate when calculating SEK's countercyclical capital buffer. Buffer rates activated in other countries may impact SEK, but as most capital requirements from relevant credit exposures are related to Sweden, the potential effect is limited. At December 31, 2017, the contribution to SEK's countercyclical capital buffer from buffer rates in other countries was 0.05 percentage points (year-end 2016: 0.01 percentage points).

### **Leverage ratio**

Skr mn	Consolidated Group	
	December 31, 2017	December 31, 2016
<i>Exposure measure for the leverage ratio</i>		
On-balance-sheet exposures	249,244	278,324
Off-balance-sheet exposures	42,168	35,626
<b>Total exposure measure</b>	<b>291,412</b>	<b>313,950</b>
<b>Leverage ratio</b>	<b>5.9%</b>	<b>5.3%</b>

The leverage ratio is a metric introduced in 2015. Currently, there is no minimum requirement. The leverage ratio is defined in the CRR as the quotient of the Tier 1 capital and an exposure measure. The exposure measure consists of assets, with special treatment of derivatives among other items, and off-balance-sheet credit-risk exposures that have been weighted with a factor depending on the type of exposure.

### **Internally assessed capital adequacy**

Skr mn	Consolidated Group	
	December 31, 2017	December 31, 2016
Credit risk	6,898	7,481
Operational risk	142	182
Market risk	1,573	1,597
Other risks	170	258
Capital planning buffer	2,005	1,668
<b>Total</b>	<b>10,788</b>	<b>11,186</b>

SEK regularly conducts an internal capital adequacy assessment process (ICAAP), during which the company determines how much capital is needed to cover its risks. The result of SEK's capital adequacy assessment is presented above. For more information regarding the ICAAP and its methods, please see the Risk and capital management section in Note 30 to the Consolidated Financial Statements.

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### **Note 27. Risk information**

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For further information on SEK's risk management, see the Risk and capital management section, in Note 30 to the Consolidated Financial Statements.

The amounts reported pertain to the Consolidated Group unless otherwise stated. Under the supervisory regulations, the consolidated situation for SEK does not differ from the consolidation made under the consolidated accounts. The amounts reported for the Consolidated Group and the Parent Company are essentially the same.

The table of credit quality as per category in the statement of financial position and the table illustrating the link between the statement of financial position categories and exposures under the CRR contain carrying amounts. Other tables show amounts in accordance with the capital requirements calculations, however before application of conversion factors.

#### **Credit risk**

Credit risk is defined as the risk of incurring a loss due to a counterparty or issuer not meeting its contractual obligations to SEK and where the collateral does not cover the receivable. Credit risk is divided into issuer risk, counterparty risk and settlement risk. Credit risk also includes concentration risk.

SEK's credit risks are limited using a risk-based selection of counterparties and are further mitigated by the use of guarantees, netting agreements, collateral and credit derivatives. SEK's appetite for credit risk is significantly greater than its appetite for other risks.

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### **Risk management**

#### **The Risk policy and the Credit Policy**

The Risk Policy and the Credit Policy issued by the Board, and the Credit Instruction issued by the Board's Credit Committee are the foundations upon which SEK's credit risk management is based. These policy documents constitute the framework for the level of credit risk that SEK can accept and describe the decision-making structure and credit-decision mandate, the credit process, fundamental principles for loan limits and the management of problem loans. The norm is a core concept for SEK's credit granting and clarifies expectations in terms of credit quality. For a business transaction to be considered to fall within the norm, it is necessary for the proposition to satisfy the requirements for all of the following areas:

1. Norm for risk level
2. Norm for lending terms
3. Norm for know your customer (KYC)
4. Norm for sustainability risk

The Board determines the risk strategy, including the credit strategy and risk appetite, and the overall limits within which the company is to operate. All credit decisions are to be made in line with the decision-making mandate structure established by the Board for delegated decision-making. SEK's credit-decision structure and established mandates build on a decision-making structure based on the duality principle, thus ensuring thorough analysis and assessment of all credit propositions.

### **Risk reduction**

SEK limits its credit risk by means of a methodical and risk-based selection of counterparties. The credit risk is further reduced through various credit-risk hedges, in the form of guarantees, netting agreements, collateral and credit derivatives.

The guarantors are predominantly government export credit agencies in the OECD, of which the Swedish Export Credits Guarantee Board (EKN) is the largest. Guarantees are also received from financial institutions and, to a lesser extent, non-financial corporations and insurance companies. Since the credit risk is allocated to a guarantor, SEK's guaranteed credit-risk exposure in reports of its net credit risk exposure largely consists of exposure to government counterparties. To a lesser extent, credit protection is achieved through purchases of credit default swaps (CDS).

The counterparty risk associated with derivative contracts is always documented using ISDA Master Agreements, which also entail a netting agreement, with the support of collateral agreements in the form of a credit support annex (CSA). Approved collateral under the CSAs signed by SEK always takes the form of liquid assets.

SEK also uses various types of collateral to reduce credit risks pertaining to certain types of credit granting. While collateral can be significant for individual transactions, it has limited impact on the total lending portfolio.

### **Limit setting**

SEK utilizes limits to restrict credit risks to a specified level. Limits express the highest permissible exposure to a counterparty for specific tenors and for various types of exposures, such as corporate lending, guarantees, counterparty risk in derivative contracts or liquidity investments. Exposures must be encompassed within the limits that have been decided for the particular counterparties. All limits are reviewed at least once annually.

### **Testing provisions**

SEK values its assets in terms of credit risk and assesses any need for provisions on a case by case basis. Each individual test is based on an analysis of all commitments with objective evidence and where the probability of default is high (non-performing receivable). The provision requirement for individual non-performing receivables is then complemented with an assessment of the collective provision requirement. The Credit Committee prepares provision proposals from the account managers and credit analysts, which are thereafter determined by the Board's Credit Committee. The Board adopts the accounts and thereby the provisions. Refer to Note 1b to the Consolidated Financial Statements for an explanation of expected credit losses under IFRS 9, which entered into force on January 1, 2018.

### **Risk measurement**

SEK uses, and has permission to use, a foundation IRB approach for measuring the credit risk inherent in exposures to a majority of SEK's counterparties. This means that for these exposures SEK uses its own estimates of the probability of default (PD) risk parameter which, per counterparty, reflects the assigned internal risk rating. Other risk parameters, including loss given default (LGD) and credit conversion factors (CCF), are determined by the CRR. All of SEK's counterparties are assigned an internal risk rating.

SEK's permission from the Swedish FSA to use a foundation IRB approach encompasses exposures to central governments, regional governments, county councils, multilateral development banks, and companies, including insurance companies and financial institutions. The Swedish FSA has permitted SEK to apply exceptions from the IRB approach for certain exposures. For these exposures, SEK uses the standardized approach and external ratings when calculating risk exposure amounts (when no external rating is available, the exposure is assigned a risk weight of 100 percent). (1)

The exempted exposures, for which the standardized approach is used instead, are as follows:

Export credits guaranteed by the Swedish Export Credits Guarantee Board (EKN) and equivalent export credit agencies in the OECD (time-limited exception valid through December 31, 2018).

Exposures in the Customer Finance business area (exception valid as long as these exposures are of minor importance in terms of scope and risk profile).

Guarantees for the benefit of small and medium-sized enterprises (exception valid as long as these exposures are of minor importance in terms of scope and risk profile).

## Counterparty risk in derivative contracts

Counterparty risk in derivative contracts — which is a type of credit risk — arises when derivatives are used to manage risks. To limit this risk, SEK enters into such transactions solely with counterparties with strong credit ratings. Risk is further reduced by SEK's entering into ISDA Master Agreements (ISDAs), together with associated CSAs, with its counterparties before entering into derivative contracts. These bilateral CSAs mean that the highest permitted risk levels, in relation to each individual counterparty, are agreed in advance. The formulation of these agreements is designed to ensure that agreed risk levels (known as threshold amounts) are not exceeded, regardless of market value changes that may occur. ISDA and CSA agreements are reviewed continuously to be able to renegotiate the terms as necessary. For counterparty exposures that exceed the threshold amounts under the relevant CSAs due to market value changes, settlement is demanded so that the counterparty exposure is reduced to the pre-agreed level.

### ***Risk monitoring***

SEK's exposures are analyzed, reported and monitored regularly in respect of credit portfolio risk concentration and the credit quality of individual debtors. The analysis encompasses the following: (i) the size of individual commitments, (ii) domicile and (iii) sector. The analysis refers to both direct exposure and indirect exposure from, for example, credit derivatives. The concentration risks mentioned above are reflected in SEK's calculation of economic capital for credit risks, which leads to a higher capital requirement compared with the minimum capital requirement. When calculating capital requirements, the minimum capital requirement does not take concentration risks into account. For the purpose of monitoring and checking large exposures, SEK has defined internal limits, which impose further limitations on the size of such exposures in addition to those stated in the CRR.

Exposures assessed as problem loans, meaning those for which SEK assesses that there is a high probability that the undertaking according to the original agreement will not be fulfilled, are analyzed in greater detail and more frequently. The intention is to identify at an early stage exposures subject to an elevated risk of loss and to adapt the exposure and ensure that the risk rating reflects the actual risk associated with the particular counterparty.

The credit portfolio is subject to regular stress tests. SEK's risk and product rating, and risk estimates, comprise a central feature of the reporting of credit risk to the Board, the Risk and Compliance Committee and the Credit Committee. The Chief Executive Officer and the Chief Risk Officer inform the Board of all significant changes concerning SEK's IRB system. SEK's IRB system is validated by Risk at least once annually.

### ***Risk disclosures, credit risk***

The table below shows the maximum credit exposure. Nominal amounts are shown, apart from cash and cash equivalents and derivatives, which are recognized at the carrying amount.

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(1) In the capital adequacy, those counterparties using external ratings are assigned an internal rating under IFRS 9. IFRS 9 entered force on January 1, 2018.

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Consolidated Group Skr mn	December 31, 2017		
	Assets at fair value through profit or loss	Available-for-sale assets	Loans and accounts receivable
Cash and cash equivalents	—	—	1,231
Treasuries/government bonds	—	4,376	—
Other interest-bearing securities except loans	133	39,592	—
Loans in the form of interest-bearing securities	—	—	40,558
Loans to credit institutions	—	—	23,209
Loans to the public	—	—	213,549
Derivatives	7,803	—	—
<b>Total financial assets</b>	<b>7,936</b>	<b>43,968</b>	<b>278,547</b>

Consolidated Group Skr mn	December 31, 2016		
	Assets at fair value through profit or loss	Available-for-sale assets	Loans and accounts receivable
Cash and cash equivalents	—	—	7,054
Treasuries/government bonds	—	3,673	—
Other interest-bearing securities except loans	1,451	48,228	—
Loans in the form of interest-bearing securities	262	—	45,284
Loans to credit institutions	—	—	26,187
Loans to the public	—	—	201,974
Derivatives	12,005	—	—
<b>Total financial assets</b>	<b>13,718</b>	<b>51,901</b>	<b>280,499</b>

Maximum credit-risk exposure for loans to credit institutions and loans to the public includes committed but undisbursed loans at year end, which are recognized in nominal amounts.

The table below shows the credit quality following risk mitigation (net) per row in the statement of financial position.

The figures pertain to carrying amounts. SEK uses guarantees, CDSs and insurance policies as credit-risk hedges; refer also to the Risk and capital management section in Note 30 to the Consolidated Financial Statements.

Consolidated Group Skr mn	December 31, 2017					
	AAA	AA+ to A-	BBB+ to BBB-	BB+ to B-	CCC to D	Carrying amount
Cash and cash equivalents	1,133	98	—	—	—	1,231
Treasuries/government bonds	401	3,981	—	—	—	4,382
Other interest-bearing securities except loans	4,396	34,295	1,116	—	—	39,807
Loans in the form of interest-bearing securities	—	9,636	27,434	4,055	—	41,125
Loans to credit institutions	3,018	15,766	3,229	1,185	—	23,198
Loans to the public	70,043	25,670	32,168	13,164	66	141,111
Derivatives	—	6,324	1,479	—	—	7,803
<b>Total financial assets</b>	<b>78,991</b>	<b>95,770</b>	<b>65,426</b>	<b>18,404</b>	<b>66</b>	<b>258,657</b>
<i>Committed undisbursed loans</i>	<i>63,922</i>	<i>978</i>	<i>6,452</i>	<i>1,562</i>	<i>—</i>	<i>72,914</i>

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Consolidated Group Skr mn	December 31, 2016					
	AAA	AA+ to A-	BBB+ to BBB-	BB+ to B-	CCC to D	Carrying amount
Cash and cash equivalents	3,825	3,229	—	—	—	7,054
Treasuries/government bonds	442	3,245	—	—	—	3,687
Other interest-bearing securities except loans	18,003	31,896	12	-10	—	49,901
Loans in the form of interest-bearing securities	480	14,483	26,786	4,473	—	46,222
Loans to credit institutions	8,762	12,126	3,739	1,563	—	26,190
Loans to the public	79,643	30,213	21,172	16,840	41	147,909
Derivatives	—	9,912	2,093	—	—	12,005
<b>Total financial assets</b>	<b>111,155</b>	<b>105,104</b>	<b>53,802</b>	<b>22,866</b>	<b>41</b>	<b>292,968</b>
<i>Committed undisbursed loans</i>	<i>50,604</i>	<i>2,637</i>	<i>871</i>	<i>677</i>	<i>—</i>	<i>54,783</i>

The credit quality of financial assets is assessed using internal and external ratings.

The table below illustrates the link between the statement of financial position categories and net exposures according to CRR.

Consolidated Group Skr bn	December 31, 2017							
	Carrying amount	Adjustment from carrying amount to exposure(1)	Central governments	Regional governments	Multilateral development banks	Public sector entity	Financial institutions	Corporates
Cash and cash equivalents	1.2	0.0	0.5	—	—	—	0.7	—
Treasuries/government bonds	4.4	0.0	4.4	0.0	—	—	0.0	0.0
Other interest-bearing securities except loans	39.8	5.4	1.3	0.0	—	0.4	20.1	12.6
Loans in the form of interest-bearing securities	41.1	-5.2	0.0	4.9	—	—	2.1	39.3
Loans to credit institutions including cash and cash equivalents(1)	23.2	16.2	1.9	0.0	—	—	4.8	0.3
Loans to the public	141.1	-87.3	159.0	5.8	—	—	6.1	57.5
Derivatives	7.8	2.3	0.0	0.7	—	—	4.8	0.0
Other assets	3.6	3.6	—	—	—	—	—	—
<b>Total financial assets</b>	<b>262.2</b>	<b>-65.0</b>	<b>167.1</b>	<b>11.4</b>	<b>—</b>	<b>0.4</b>	<b>38.6</b>	<b>109.7</b>
Contingent liabilities and commitments (2)	—	—	—	—	—	—	—	—
<b>Total</b>	<b>262.2</b>	<b>-65.0</b>	<b>167.1</b>	<b>11.4</b>	<b>—</b>	<b>0.4</b>	<b>38.6</b>	<b>109.7</b>

Consolidated Group Skr bn	December 31, 2016							
	Carrying amount	Adjustment from carrying amount to exposure(1)	Central governments	Regional governments	Multilateral development banks	Financial institutions	Corporates	
Treasuries/government bonds	3.7	—	3.7	—	—	—	—	—
Other interest-bearing securities except loans	49.9	0.3	6.3	13.0	—	1.9	22.6	6.4
Loans in the form of interest-bearing securities	46.2	0.2	0.6	—	—	—	3.9	41.9
Loans to credit institutions including cash and cash equivalents(1)	33.2	-11.8	6.9	6.2	—	—	7.6	0.7
Loans to the public	147.9	0.9	96.6	0.7	—	—	5.8	45.7
Derivatives	12.0	-7.5	—	—	—	—	4.5	—
Other assets	3.3	—	3.3	—	—	—	—	—
<b>Total financial assets</b>	<b>296.2</b>	<b>-17.9</b>	<b>117.4</b>	<b>19.9</b>	<b>—</b>	<b>1.9</b>	<b>44.4</b>	<b>94.7</b>
Contingent liabilities and commitments (2)	—	—	—	—	—	—	0.8	5.3
<b>Total</b>	<b>358.6</b>	<b>-17.9</b>	<b>173.7</b>	<b>19.9</b>	<b>—</b>	<b>1.9</b>	<b>45.2</b>	<b>100.0</b>

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(1) Skr 10.3 billion (2016: Skr 11.6 billion) of the book value for Loans to credit institutions is cash collateral under the CSAs for derivative contracts.  
 (2) Contingent liabilities and commitments, except cash collateral.

Derivative exposure after netting under current ISDA Master Agreements in accordance with the CRR's management of the counterparty risk in derivative contracts amounts to Skr 2.2 billion (2016: SEK 3.3 billion). For more information on the counterparty risk in derivative contracts under the CRR, refer to the Risk and capital management section in Note 30 to the Consolidated Financial Statements.

### Total credit exposures in the Group

Net exposures are recognized after taking the impact of guarantees and credit derivatives into account. Gross exposures are recognized without taking the impact of guarantees and credit derivatives into account. According to the internal risk follow-up, the amounts agree with the capital requirements calculations, although without the application of conversion factors. In tables showing the geographical breakdown of exposures, North America is shown excluding Central America.

#### Total net exposures

Skr bn Exposure class	Interest-bearing securities and lending				Committed undisbursed loans, derivatives, etc.				Total			
	December 31, 2017		December 31, 2016		December 31, 2017		December 31, 2016		December 31, 2017		December 31, 2016	
	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%
Central governments	97.1	39.6	117.3	42.9	70.0	85.1	56.4	84.1	167.1	51.1	173.7	51.0
Regional governments	11.4	4.7	19.9	7.3	—	—	—	—	11.4	3.5	19.9	5.8
Multilateral development banks	0.0	0.0	1.9	0.7	—	—	—	—	0.0	0.0	1.9	0.6
Public sector entity	0.4	0.2	—	—	—	—	—	—	0.4	0.1	—	—
Financial institutions	32.7	13.3	39.8	14.5	5.9	7.2	5.4	8.0	38.6	11.8	45.2	13.2
Corporates	103.4	42.2	94.7	34.6	6.3	7.7	5.3	7.9	109.7	33.5	100.0	29.4
<b>Total</b>	<b>245.0</b>	<b>100.0</b>	<b>273.6</b>	<b>100.0</b>	<b>82.2</b>	<b>100.0</b>	<b>67.1</b>	<b>100.0</b>	<b>327.2</b>	<b>100.0</b>	<b>340.7</b>	<b>100.0</b>

#### Geographical breakdown of credit exposures by exposure class

##### *Geographical breakdown of gross exposures by exposure class, at December 31, 2017*

Skr bn	Middle East/Africa /Turkey	Asia excl. Japan	Japan	North America	Oceania	Latin America	Sweden	Western Europe excl. Sweden	Central and Eastern Europe	Total
	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%
Central governments	1.8	5.6	4.0	—	—	42.7	7.4	0.2	—	<b>61.7</b>
Regional governments	0.6	—	—	—	—	—	4.8	0.1	—	<b>5.5</b>
Multilateral development banks	—	—	—	—	—	—	—	—	—	—
Public sector entity	—	—	—	—	—	—	—	0.4	—	<b>0.4</b>
Financial institutions	—	3.1	0.0	9.1	1.1	1.2	11.3	10.8	0.3	<b>36.9</b>
Corporates	23.0	14.6	0.2	53.5	0.1	9.9	74.3	39.9	7.2	<b>222.7</b>
<b>Total</b>	<b>25.4</b>	<b>23.3</b>	<b>4.2</b>	<b>62.6</b>	<b>1.2</b>	<b>53.8</b>	<b>97.8</b>	<b>51.4</b>	<b>7.5</b>	<b>327.2</b>

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### Geographical breakdown of gross exposures by exposure class, at December 31, 2016

Skr bn	Middle East/Africa /Turkey	Asia excl. Japan	Japan	North America	Oceania	Latin America	Sweden	Western Europe excl. Sweden	Central and Eastern Europe	Total
Central governments	2.1	8.2	2.8	—	—	43.1	10.0	3.2	—	69.4
Regional governments	0.6	—	—	—	—	—	11.5	1.7	0.0	13.8
Multilateral development banks	—	—	—	—	—	—	—	1.9	—	1.9
Public sector entity	0.4	—	—	—	—	—	—	—	—	0.4
Financial institutions	1.9	1.3	0.9	8.3	0.6	1.3	11.8	16.5	0.3	42.9
Corporates	20.7	17.9	2.7	30.7	0.2	12.3	72.0	45.6	10.2	212.3
<b>Total</b>	<b>25.7</b>	<b>27.4</b>	<b>6.4</b>	<b>39.0</b>	<b>0.8</b>	<b>56.7</b>	<b>105.3</b>	<b>68.9</b>	<b>10.5</b>	<b>340.7</b>

### Geographical breakdown of net exposures by exposure class, at December 31, 2017

Skr bn	Middle East/Africa /Turkey	Asia excl. Japan	Japan	North America	Oceania	Latin America	Sweden	Western Europe excl. Sweden	Central and Eastern Europe	Total
Central governments	—	0.7	4.0	2.4	—	0.9	145.1	10.9	3.1	167.1
Regional governments	—	—	—	—	—	—	11.2	0.2	—	11.4
Multilateral development banks	—	—	—	—	—	—	—	0.0	—	0.0
Public sector entity	—	—	—	—	—	—	—	0.4	—	0.4
Financial institutions	—	3.0	0.5	9.6	1.2	1.1	6.9	16.0	0.3	38.6
Corporates	4.9	3.6	1.7	2.9	—	3.3	72.2	21.0	0.1	109.7
<b>Total</b>	<b>4.9</b>	<b>7.3</b>	<b>6.2</b>	<b>14.9</b>	<b>1.2</b>	<b>5.3</b>	<b>235.4</b>	<b>48.5</b>	<b>3.5</b>	<b>327.2</b>

### Geographical breakdown of net exposures by exposure class, at December 31, 2016

Skr bn	Middle East/Africa /Turkey	Asia excl. Japan	Japan	North America	Oceania	Latin America	Sweden	Western Europe excl. Sweden	Central and Eastern Europe	Total
Central governments	—	3.6	2.8	3.8	—	0.9	140.7	18.6	3.3	173.7
Regional governments	—	—	—	—	—	—	18.0	1.9	—	19.9
Multilateral development banks	—	—	—	—	—	—	—	1.9	—	1.9
Financial institutions	—	1.1	1.4	9.2	0.6	1.3	7.2	24.1	0.3	45.2
Corporates	3.9	1.8	1.4	2.4	—	3.2	68.7	18.4	0.2	100.0
<b>Total</b>	<b>3.9</b>	<b>6.5</b>	<b>5.6</b>	<b>15.4</b>	<b>0.6</b>	<b>5.4</b>	<b>234.6</b>	<b>64.9</b>	<b>3.8</b>	<b>340.7</b>

### Impact of credit-risk hedges by exposure class and hedge type

The table below shows, on the basis of gross exposure class, a breakdown based on whether or not the amounts are covered by credit-risk hedges in the form of guarantees or credit derivatives that are included in the capital adequacy calculations. Credit insurance issued by insurance companies is thus counted as guarantees. Hedged amounts have been divided up in accordance with the hedge issuer's exposure class and type of hedge. Accordingly, the tables show the hedge types that convert gross exposures to net exposures.

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### Impact of credit-risk hedges, at December 31, 2017

Skr bn	Gross exposures by exposure class					
	Central governments	Regional -governments	Public Sector Entity	Financial institutions	Corporates	Total
<b>Amounts related to hedges issued by:</b>						
Central governments	49.3	0.5	—	0.4	104.4	154.6
of which, guarantees issued by the EKN	48.2	0.5	—	0.2	88.6	137.5
of which, guarantees issued by other export credit agencies	1.1	—	—	0.2	12.5	13.8
of which, other guarantees	—	—	—	—	3.3	3.3
Regional governments	—	0.0	—	5.9	0.6	6.5
Financial institutions	0.0	—	—	0.0	8.0	8.0
of which, credit default swaps	—	—	—	—	1.0	1.0
of which, guarantees	0.0	—	—	0.0	7.0	7.0
Corporates	—	—	—	0.0	3.1	3.1
of which, credit insurance from insurance companies	—	—	—	—	2.5	2.5
of which, other guarantees	—	—	—	—	0.6	0.6
<b>Total hedged exposures</b>	<b>49.3</b>	<b>0.5</b>	<b>—</b>	<b>6.3</b>	<b>116.1</b>	<b>172.2</b>
Unhedged exposures(1)	12.4	5.0	0.4	30.6	106.6	155.0
<b>Total</b>	<b>61.7</b>	<b>5.5</b>	<b>0.4</b>	<b>36.9</b>	<b>222.7</b>	<b>327.2</b>

(1) Exposures whereby the hedge issuer belongs to the same group as the counterparty in the unhedged exposure have been reported as “Unhedged exposures.” The amounts for these were Skr 22.4 billion for corporates and Skr 0.2 billion for central governments.

### Impact of credit-risk hedges, at December 31, 2016

Skr bn	Gross exposures by exposure class						
	Central governments	Regional governments	Multilateral development banks	Public sector entity	Financial institutions	Corporates	Total
<b>Amounts related to hedges issued by:</b>							
Central governments	51.2	0.6	—	0.4	2.6	100.7	155.5
of which, guarantees issued by the EKN	49.8	0.6	—	0.4	2.3	77.4	130.5
of which, guarantees issued by other export credit agencies	1.4	—	—	—	0.3	19.6	21.3
of which, other guarantees	—	—	—	—	—	3.7	3.7
Regional governments	—	0.0	—	—	6.3	0.4	6.7
Financial institutions	0.0	0.0	—	—	0.1	11.2	11.3
of which, credit default swaps	—	—	—	—	0.0	2.5	2.5
of which, guarantees	0.0	0.0	—	—	0.1	8.7	8.8
Corporates	—	—	—	—	0.0	3.2	3.2
of which, credit insurance from insurance companies	—	—	—	—	—	2.5	2.5
of which, other guarantees	—	—	—	—	—	0.7	0.7
<b>Total hedged exposures</b>	<b>51.2</b>	<b>0.6</b>	<b>—</b>	<b>0.4</b>	<b>9.0</b>	<b>115.5</b>	<b>176.7</b>
Unhedged exposures(1)	18.2	13.2	1.9	—	33.9	96.8	164.0
<b>Total</b>	<b>69.4</b>	<b>13.8</b>	<b>1.9</b>	<b>0.4</b>	<b>42.9</b>	<b>212.3</b>	<b>340.7</b>

(1) Exposures whereby the hedge issuer belongs to the same group as the counterparty in the unhedged exposure have been reported as “Unhedged exposures.” The amounts for these were Skr 20.0 billion for corporates and Skr 0.2 billion for central governments.

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**Gross exposures Europe, excluding Sweden, breakdown by exposure class, at December 31, 2017**

Skr bn	Central governments	Regional governments	Public sector entity	Financial institutions	Corporates	Total
Spain	—	—	—	0.1	12.4	12.5
Finland	0.2	0.1	—	—	7.1	7.4
Norway	—	—	—	3.3	2.5	5.8
United Kingdom	—	—	—	2.2	3.1	5.3
The Netherlands	—	—	—	2.2	2.1	4.3
Italy	—	—	—	—	4.2	4.2
France	—	—	—	1.6	2.5	4.1
Russia	—	—	—	—	4.0	4.0
Denmark	—	—	—	1.1	2.8	3.9
Poland	—	—	—	—	3.1	3.1
Luxembourg	—	—	—	0.0	1.2	1.2
Switzerland	—	—	—	—	0.9	0.9
Germany	—	—	0.4	0.3	—	0.7
Iceland	—	—	—	—	0.5	0.5
Ireland	—	—	—	—	0.4	0.4
Belgium	—	—	—	0.0	0.3	0.3
Latvia	—	—	—	0.2	—	0.2
Estonia	—	—	—	0.1	—	0.1
Greece	—	—	—	—	0.0	0.0
Hungary	—	—	—	—	0.0	0.0
Ukraine	—	—	—	—	0.0	0.0
<b>Total</b>	<b>0.2</b>	<b>0.1</b>	<b>0.4</b>	<b>11.1</b>	<b>47.1</b>	<b>58.9</b>

**Gross exposures Europe, excluding Sweden, breakdown by exposure class, at December 31, 2016**

Skr bn	Central governments	Regional governments	Multilateral development banks	Financial institutions	Corporates	Total
Spain	—	—	—	0.1	18.0	18.1
United Kingdom	—	—	—	4.1	4.0	8.1
Finland	0.3	0.1	0.6	0.4	6.2	7.6
Denmark	—	1.5	—	2.4	3.2	7.1
Russia	—	—	—	—	6.6	6.6
The Netherlands	—	—	—	2.3	2.7	5.0
France	—	—	—	1.6	3.2	4.8
Norway	—	—	—	2.9	1.9	4.8
Luxembourg	1.9	—	1.3	0.0	1.2	4.4
Poland	—	—	—	—	3.3	3.3
Italy	—	—	—	—	2.3	2.3
Germany	0.5	—	—	1.7	—	2.2
Switzerland	—	—	—	1.0	0.8	1.8
Ireland	—	—	—	—	1.1	1.1
Iceland	—	—	—	—	0.6	0.6
Austria	0.5	—	—	—	0.0	0.5
Latvia	—	—	—	0.3	—	0.3
Belgium	—	—	—	0.0	0.3	0.3
Hungary	—	—	—	—	0.1	0.1
Portugal	—	—	—	—	0.1	0.1
Estonia	—	—	—	—	0.1	0.1
Ukraine	—	—	—	—	0.1	0.1
Greece	—	—	—	—	0.0	0.0
Other countries	—	0.0	—	—	0.1	0.1
<b>Total</b>	<b>3.2</b>	<b>1.6</b>	<b>1.9</b>	<b>16.8</b>	<b>55.9</b>	<b>79.4</b>

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**Net exposures Europe, excluding Sweden, breakdown by exposure class, at December 31, 2017**

Skr bn	Central governments	Regional governments	Multilateral development banks	Public sector entity	Financial institutions	Corporates	Total
France	7.8	—	—	—	2.5	0.0	10.3
United Kingdom	0.5	—	—	—	1.7	5.5	7.7
Finland	0.5	0.3	—	—	—	6.3	7.1
Norway	0.5	—	—	—	3.4	2.3	6.2
Denmark	0.2	—	—	—	2.2	2.4	4.8
Germany	1.4	—	—	0.4	2.0	0.9	4.7
Poland	3.1	—	—	—	—	—	3.1
The Netherlands	—	—	—	—	2.4	0.2	2.6
Spain	—	—	—	—	0.9	1.7	2.6
Belgium	—	—	—	—	0.7	0.2	0.9
Switzerland	—	—	—	—	0.2	0.3	0.5
Luxembourg	0.0	—	0.0	—	0.0	0.4	0.4
Ireland	—	—	—	—	—	0.4	0.4
Latvia	—	—	—	—	0.2	—	0.2
Iceland	—	—	—	—	—	0.2	0.2
Italy	—	—	—	—	—	0.1	0.1
Russia	—	—	—	—	—	0.1	0.1
Estonia	—	—	—	—	0.1	—	0.1
Austria	—	—	—	—	0.1	—	0.1
Hungary	—	—	—	—	—	0.0	0.0
<b>Total</b>	<b>14.0</b>	<b>0.3</b>	<b>0.0</b>	<b>0.4</b>	<b>16.4</b>	<b>21.0</b>	<b>52.1</b>

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### Net exposures Europe, excluding Sweden, breakdown by exposure class, at December 31, 2016

Skr bn	Central governments	Regional governments	Multilateral development banks	Financial institutions	Corporates	Total
France	10.3	—	—	3.7	0.0	14.0
United Kingdom	1.1	—	—	3.9	3.5	8.5
Denmark	0.1	1.6	—	4.0	2.7	8.4
Finland	0.8	0.3	0.6	0.5	5.6	7.8
Germany	3.1	—	—	3.0	0.8	6.9
Norway	0.6	—	—	4.2	1.1	5.9
Luxembourg	1.9	—	1.3	0.0	1.6	4.8
Poland	3.3	—	—	0.0	—	3.3
The Netherlands	—	—	—	2.5	0.3	2.8
Spain	—	—	—	0.4	1.7	2.1
Switzerland	—	—	—	1.3	0.3	1.6
Belgium	—	—	—	0.4	0.2	0.6
Austria	0.5	—	—	0.1	—	0.6
Ireland	—	—	—	0.0	0.4	0.4
Iceland	0.1	—	—	—	0.2	0.3
Latvia	—	—	—	0.3	—	0.3
Portugal	0.1	—	—	—	—	0.1
Estonia	—	—	—	0.1	—	0.1
Italy	0.0	—	—	—	0.0	0.0
Other countries	—	—	—	—	0.2	0.2
<b>Total</b>	<b>21.9</b>	<b>1.9</b>	<b>1.9</b>	<b>24.4</b>	<b>18.6</b>	<b>68.7</b>

### Corporate exposures, broken down by industry (GICS)

Skr bn	December 31, 2017		December 31, 2016	
	Gross exposure	Net exposure	Gross exposure	Net exposure
IT and telecom	88.4	12.9	74.8	10.7
Industry	41.9	36.4	45.2	34.5
Finance	32.2	19.9	28.6	15.1
Commodities	21.9	16.8	22.2	15.8
Consumer goods	18.3	15.9	16.3	13.4
Electricity, water and gas	14.1	4.4	13.4	4.4
Healthcare	3.0	2.7	6.1	5.3
Energy	2.9	0.7	5.3	0.8
Other	—	—	0.4	0.0
<b>Total</b>	<b>222.7</b>	<b>109.7</b>	<b>212.3</b>	<b>100.0</b>

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### **Market risk**

Market risk is the risk of loss or changes in future NII due to changes in, for example, interest rates, exchange rates, commodity prices or share prices. Market risk includes price risk in connection with sales of assets or the closing of exposures.

#### **Risk management**

SEK's Board establishes SEK's market risk appetite and its strategy. In addition, instructions established by the CEO regulate SEK's management of market risks. The Board's Finance and Risk Committee makes decisions on limit structures, which clearly define and limit the permissible exposure to net market risk. The Chief Risk Officer decides on the method for determining how market risks are to be calculated and proposes changes in limit structures in connection with reviews of risk appetite and limits. All instructions are re-established annually. Market risk exposures are measured and reported on a daily basis to the CEO, and to the Board's Finance and Risk Committee at its scheduled meetings. Cases where limits are exceeded are escalated without delay to the CEO, and the Board's Finance and Risk Committee.

SEK borrows funds by issuing bonds or other debt instruments which, regardless of the market risk exposures in the bonds, are hedged by being swapped via derivatives to a floating interest rate. The company's risk appetite for market risk resulting from unmatched cash flows is low. Borrowed funds are used either immediately for lending, mainly at floating interest rates, or alternatively through derivatives at a floating rate, or to ensure that SEK has adequate liquidity in the form of liquidity investments and liquidity reserves. The aim is to hold assets and liabilities to maturity.

The duration of available borrowing matches that of lending and the maturity profile of liquidity investments is adapted to ensure that funds are available for all accepted but as yet undisbursed lending.

Unrealized changes in fair value affect the value of SEK's assets and liabilities and impact the volatility of both earnings and SEK's own funds. SEK's largest net exposures are to changes in spread risk, mainly to credit spreads associated with assets and liabilities and to cross-currency basis swap spreads. Spread risks are managed by having established limits and daily limit monitoring.

#### **Risk measurement**

The following describes how SEK calculates and limits market risk internally. For the impact on earnings and other comprehensive income due to the interest-rate risk, see the tables change in value should the market interest rate rise/decline by one percentage point. Additional factors, such as different sensitivity calculations regarding the impact on economic value, earnings, equity and own funds, as well as a number of stress tests, are measured and reported but are not subject to limits. The officially supported export credit system ("CIRR system") has been excluded since the government compensates SEK for all interest-rate differentials, borrowing costs and net foreign-exchange losses within the "CIRR system" (see Note 1a to the Consolidated Financial Statements).

#### **Value at Risk**

On July 1, 2017, SEK expanded the previous calculation of Value at Risk (VaR) for the liquidity portfolio to encompass the entire company. VaR is a statistical market risk metric that estimates the potential loss with a defined level of likelihood. In other words, for a given period of time and confidence level the VaR states a loss threshold value that will not be exceeded as a result of changes in the financial markets.

The VaR model is based on historical simulations in which historic market movements are applied to current holdings to simulate possible outcomes of value changes. Market parameters used as risk factors are interest rates, cross-currency basis spreads, credit spreads, currencies, equities, indices and commodities as well as volatilities of swaptions, caps/floors, equities, commodities and currencies. The VaR calculation is based on two years of historic daily market movements. Further historical data from December 2006 is used to calculate stressed VaR, in which several periods with extreme market movements are included, and a worst-case VaR outcome for the entire period can be identified. Stressed VaR is based on one year of historical daily data.

VaR is calculated for positions recognized at fair value in the balance sheet that impact own funds, with the exception of changes due to credit spreads on SEK's own debt. Currency positions are also included for all of these positions. VaR for own funds amounted to Skr 20 million at year end.

#### **Aggregated risk measure**

The aggregated risk measure is based on analyses of historical scenarios with a monthly risk horizon. The scenarios are updated each month and comprise historical movements in risk factors from the entire period from the end of 2006 until today. The aggregated risk measure estimates the impact on SEK's equity by applying historically observed movements in the market factors that affect the volatility of SEK's equity. The exposure, which is based on the worst case scenario, is evaluated using SEK's portfolio sensitivities to interest-rate risk, cross-currency basis swap risk, credit spread risk in assets, credit spread risk in SEK's own debt and currency risk. The limit is also based on the worst case scenario, which at the close of 2017 was a scenario based on market movements from June 2012. The risk at year-end 2017 amounted to Skr 582 million (2016: Skr 621 million). The limit is set at Skr 1,100 million (2016: Skr 1,300 million).

#### **Risk-specific measures**

The VaR, aggregated risk measure and stress tests are complemented with risk-specific measures, including interest-rate-risk measures, spread-risk measures, currency-risk measures, etc.

The measurement and limiting of interest-rate risk in SEK is divided into two categories:

Interest-rate risk regarding changes in the economic value of SEK's portfolio (EVE)

Interest-rate risk regarding changes in future net interest income (NII).

Market risk, type	Definition	Risk profile
Liquidity portfolio VaR	The liquidity portfolio VaR measures a	The risk is attributable to SEK's liquidity

	<p>potential negative impact on SEK's equity, in the form of unrealized gains or losses, as a result of value changes from market movements. Daily historic movements with a two-year horizon are applied to current holdings to simulate possible outcomes. The fifth worst outcome is reported as VaR.</p>	<p>portfolio, primarily for credit spread risk in its bond holdings. At the end of 2017, the risk amounted to Skr 8 million (2016: Skr 10 million) and the limit for Value at Risk was Skr 18 million (2016: Skr 14 million).</p>
<p><b>Interest-rate risk regarding changes in the economic value of SEK's portfolio (EVE)</b></p>	<p>The interest-rate risk regarding changes in economic value is calculated by means of a 100 basis-point parallel shift in all yield curves. Positive and negative exposures are measured separated and whichever is largest, in absolute terms, comprises the exposure.</p>	<p>The risk pertains to SEK's overall business profile, particularly the balance between interest-bearing assets and liabilities in terms of volume and fixed interest terms. The risk measurement captures the long-term impact of changes in interest rates. At the end of 2017, the risk amounted to Skr 223 million (2016: Skr 286 million) and the interest-rate price risk limit amounted to Skr 500 million (2016: Skr 600 million).</p>
<p><b>Interest-rate risk regarding changes in future net interest income (NII)</b></p>		
	<p>The net interest income risk within one year is calculated as the impact on net interest income for the coming year if new financing and investment must take place following a positive interest-rate shift of 100 basis points. For each stress test, the risk per currency is totaled in absolute terms.</p>	<p>The risk pertains to SEK's overall business profile, particularly the balance between interest-bearing assets and liabilities in terms of volume and fixed interest terms for the next year. The risk measurement captures the short-term impact of changes in interest rates. At the end of 2017, the risk amounted to Skr 193 million (2016: Skr 188 million) and the net interest income risk amounted to Skr 250 million (2016: Skr 250 million).</p>

#### Credit spread risk in assets

Credit spread risk in assets is calculated as a potential impact on SEK's equity, in the form of unrealized gains or losses, as a result of changes in the credit spreads on assets for those assets measured at fair value. Credit spread risk in assets measures the instantaneous change in value that arises from a 100 basis-point shift in credit spreads for all assets measured at fair value.

The risk is attributable to bonds in liquidity investments, including liquidity reserves, credit derivatives that hedge the credit risk in a number of bonds, and securitizations. At the end of 2017, the credit spread risk in assets was negative Skr 210 million (2016: negative Skr 274 million), and the limit for credit spread risk in assets amounted to Skr 500 million (2016: Skr 500 million).

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Market risk, type	Definition	Risk profile
<b>Credit spread risk in own debt</b>	Credit spread risk in own debt can have a potential impact on SEK's equity, in the form of unrealized gains or losses, as a result of changes in present value after all of SEK's credit spreads have been reduced by 20 basis points.	The risk is attributable to SEK's structured debt measured at fair value. At year-end 2017, the credit spread risk in own debt amounted to Skr 601 million (2016: Skr 668 million) and the limit for credit spread risk in own debt amounted to Skr 1,000 million (2016: Skr 1,000 million).
<b>Cross-currency basis spread risk</b>	The cross-currency basis spread risk measures a potential impact on SEK's equity, in the form of unrealized gains or losses, as a result of changes in cross-currency basis spreads. The cross-currency basis spread risk is measured, using sensitivities, as the change in present value after an increase in cross-currency basis spreads by a number of points (varying by currency in accordance with a standardized method based on volatility).	The risk is attributable to cross-currency basis swaps used by SEK to hedge the currency risk in the portfolio. At the end of 2017, the cross-currency basis spread risk amounted to Skr 161 million (2016: Skr 184 million) and the limit for cross-currency basis spread risk amounted to Skr 450 million (2016: Skr 450 million).
<b>Risk to NII from cross-currency basis swaps</b>	The 12-month risk to NII from cross-currency basis swaps is measured as the impact on SEK's future earnings resulting from an assumed cost increase (varying by currency in accordance with a standardized method based on volatility) for transfers between currencies for which cross-currency basis swaps are used. For each stress test, the risk per currency is totaled in absolute terms.	The risk is attributable to cases where borrowing and lending are not matched in terms of currency and, therefore, the future cost of converting borrowing to the desired currency is dependent on cross-currency basis spreads. The risk is primarily attributable to Swedish kronor, because SEK has a deficit of Swedish kronor and borrows funds in other currencies, which are swapped into Swedish kronor. At the end of 2017, the risk amounted to Skr 23 million (2016: Skr 28 million) and the limit for the risk to NII from cross-currency basis swaps amounted to Skr 100 million (2016: Skr 150 million).
<b>Currency risk</b>	The risk is calculated as the change in value of all foreign currency positions at an assumed 10 percentage-point change in the exchange rate between the respective currency and the Swedish krona.	The foreign exchange position excluding unrealized changes in fair value is reported separately since SEK's hedging strategy entails that only foreign exchange positions excluding unrealized changes in fair value are to be hedged. The foreign exchange position mainly arises on an ongoing basis due to differences between revenues and costs (net interest margins) in foreign currency. Currency risk excluding unrealized changes in fair value is kept low by matching assets and liabilities in terms of currencies or through the use of derivatives. In addition, accrued gains/losses in foreign currency are regularly converted to Swedish kronor. At the end of 2017, the risk amounted to Skr 2 million (2016: Skr 2 million) and the limit for currency risk was Skr 15 million (2016: Skr 15 million).
<b>Other risks (equities, commodity and volatility risks)</b>	These are attributable to structured borrowing and are calculated with the aid of stress tests of underlying equity indices or volatility.	SEK's equities and commodity risks, as well as FX volatility risks, only arise from structured borrowing. The structured borrowing is hedged by being swapped to floating interest rates. While all structured cash flows are matched through a hedging swap, there could be an impact on earnings. This is because measurement of the bond takes account of SEK's own credit spread, while the swap is not affected by this credit spread, and also because of changes in expected maturity for the structured borrowing. Interest-rate volatility risk also arises from other transactions with early redemption options. These risks are calculated and limited. At the end of 2017, these risks and limits were low.
<b>Stress tests</b>		

SEK conducts regular stress tests by applying movements in market factors that have been historically observed in the market place (historical scenarios) and movements that could happen in the future (hypothetical or forward-looking scenarios). Analyses of this type provide management with insight into the potential impact on SEK's operations of significant movements in risk factors, or of broader market scenarios, and continuously ensure that the risk measurement is effective.

#### ***Risk monitoring***

Market risks are measured, analyzed and reported to the company's management on a daily basis. Cases where limits are exceeded are escalated without delay and managed pursuant to documented instructions. A more exhaustive analysis is conducted each month of how markets and risks have developed during the period and complemented with stress tests based on a number of historical scenarios.

#### ***Risk information***

For a supplementary and expanded account of the market risk-related information, refer to the separate risk report, "SEK — Capital Adequacy and Risk Management Report — Pillar 3."

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### Change in value should the market interest rate rise by one percentage point

Impact on the value of assets and liabilities, including derivatives, should the market interest rate rise by one percentage point (+1%).

Consolidated Group Skr mn	2017			2016		
	Total	of which, financial instruments measured at fair value through profit or loss	of which, financial instruments measured at fair value through other comprehensive income	Total	of which, financial instruments measured at fair value through profit or loss	of which, financial instruments measured at fair value through other comprehensive income
Foreign currency	17	326	-21	-10	237	-36
Swedish kronor	-188	109	-1	-213	101	-21
<b>-171</b>	<b>435</b>		<b>-22</b>	<b>-223</b>	<b>338</b>	<b>-57</b>

### Change in value should the market interest rate decline by one percentage point

Impact on the value of assets and liabilities, including derivatives, should the market interest rate decline by one percentage point (-1%).

Consolidated Group Skr mn	2017			2016		
	Total	of which, financial instruments measured at fair value through profit or loss	of which, financial instruments measured at fair value through other comprehensive income	Total	of which, financial instruments measured at fair value through profit or loss	of which, financial instruments measured at fair value through other comprehensive income
Foreign currency	-4	-348	22	-8	-260	36
Swedish kronor	274	-110	18	325	-102	24
<b>270</b>	<b>-458</b>		<b>40</b>	<b>317</b>	<b>-362</b>	<b>60</b>

### Assets, liabilities and derivatives denominated in foreign currency

Assets, liabilities and derivatives denominated in foreign currency (meaning currencies other than Swedish kronor) have been translated to Swedish kronor using the exchange rates applying at year end between the currency concerned and Swedish kronor.

The relevant exchange rates for the currencies representing the largest shares in the Group's net assets and net liabilities in the balance sheet were as shown in the table below (expressed in Swedish kronor per unit of the particular foreign currency). Share at year end is the share of the total volume of assets and liabilities denominated in foreign currency. Currency positions at year end are the net for each currency of all assets and liabilities in the balance sheet. The figures pertain to carrying amounts.

Currency	December 31, 2017			December 31, 2016		
	Exchange rate	Share at year end, %	Currency positions at year end (Skr mn)	Exchange rate	Share at year end, %	Currency positions at year end (Skr mn)
SKR	1	93	n.a.	1	91	n.a.
EUR	9.8255	2	-429	9.5407	3	-559
USD	8.1950	1	289	9.0682	2	443
JPY	0.07281	1	-216	0.07752	1	-311
GBP	11.0704	1	-133	11.2126	1	-155
CHF	0.4167					
MXN		1	-137			
THB				0.2535	1	-131
Other		1	-168		1	182
<b>Total foreign currency position</b>	<b>100</b>		<b>-794</b>	<b>100</b>		<b>-531</b>

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Currency risk is limited to accrued net income and is hedged regularly. In accordance with SEK's rules for risk management, currency positions attributable to unrealized changes in fair value are not hedged. Currency positions excluding unrealized changes in fair value amounted to Skr 6 million (2016: Skr 19 million) at year end. Assets and liabilities denominated in foreign currency are included in the total volumes of assets and liabilities in the following amounts (in millions of Swedish kronor).

Skr mn	December 31, 2017		December 31, 2016	
	Consolidated Group	Parent Company	Consolidated Group	Parent Company
Total assets, of which, denominated in foreign currencies	264,392	264,401	299,442	299,436
Total liabilities, of which, denominated in foreign currencies	201,371	201,371	237,516	237,516
	246,818	246,264	282,306	281,712
	202,166	202,166	238,047	238,047

### **Liquidity risk and refinancing risk**

Liquidity and refinancing risk is defined as the risk of SEK not being able to refinance its outstanding loans and committed undisbursed loans, or being unable to meet increased liquidity requirements. Liquidity risk also includes the risk of having to borrow funds at unfavorable interest rates or needing to sell assets at unfavorable prices in order to meet payment commitments.

#### **Risk management**

SEK's Board has overall responsibility for liquidity and refinancing risks and establishes policy documents for liquidity risk management; in addition, the CEO establishes instructions for operational management. Liquidity risk is managed operationally by the Treasury function. Liquidity and refinancing risk is measured and reported regularly to the relevant manager, the Risk and Compliance Committee, the CEO, and the Board and its committees.

SEK has low tolerance for long-term structural liquidity risk and financing must be available throughout the maturity for all credit commitments, pertaining to both outstanding and committed undisbursed loans. For CIRR loans, which SEK manages on behalf of the Swedish government, the company's credit facility with the Swedish National Debt Office is also regarded as available borrowing. The credit facility, granted by the government through the Swedish National Debt Office, amounted to Skr 125 billion in 2017 (2016: Skr 125 billion) and is available solely for CIRR loans. In December 2017, the state established that the credit facility for 2018 will amount to Skr 125 billion. The credit facility is valid through December 31, 2018 and entitles SEK to receive financing over the maturities of the underlying CIRR loans. This credit facility has not been utilized.

Borrowed funds not yet used to finance credits must be invested in interest-bearing securities, also known as liquidity investments. The management of liquidity investments is regulated in the Liquidity Strategy established by the Board's Finance and Risk Committee. The size of the liquidity portfolio is adapted to cover outflows, outside the CIRR system, attributable to: 1) committed undisbursed loans, 2) CSAs with derivative counterparties, 3) outflows attributable to short-term borrowing transactions and 4) budgeted new lending. The target for SEK's new lending capacity is to facilitate at least four months of new lending, in line with SEK's estimated new lending requirements. The maturity profile of liquidity investments is matched against the net of borrowing and lending. Investments must be made in assets of good credit quality. Issuers in the liquidity portfolio must have an internal risk classification of at least A-. For commercial paper and corporate bonds, however, an internal risk classification of at least BBB- is permissible as long as the remaining maturity does not exceed one year and the domicile is in Sweden, Denmark, Finland, Norway or Germany. Such investments should take into account the liquidity of the investment under normal market conditions and the investment's currency must comply with established guidelines. SEK intends to hold these assets to maturity and only divest them should circumstances so demand. The liquidity reserve, in which only securities regarded as highly liquid are included, accounts for a portion of SEK's liquidity investments. The purpose of the liquidity reserve is to safeguard SEK's short-term solvency, and to fulfil the company's requirement for the lowest liquidity coverage ratio (LCR).

SEK's borrowing strategy is regulated in the Financing Strategy Policy, which is established by the Board's Finance and Risk Committee. The aims of the Financing Strategy include ensuring that SEK's borrowing is well-diversified in terms of markets, investors, counterparties and currencies. With regard to maturity, no refinancing risk is allowed. For the purpose of ensuring access to short-term funding, SEK has revolving borrowing programs for maturities of less than one year, including a US Commercial Paper Program (UCP) and a European Commercial Paper program (ECP). SEK also has a swingline facility that functions as a back-up facility for SEK's revolving borrowing program for maturities of less than one year. To secure access to substantial volumes of non-current borrowing, and to ensure that insufficient liquidity or investment appetite among individual borrowing sources does not constitute an obstacle to operations, SEK issues bonds with different structures, currencies and maturities. SEK also issues bonds in many different geographic markets.

SEK has a contingency plan for the management of liquidity crises, which is issued by the Head of Treasury & Capital Management. The plan describes what constitutes a liquidity crisis according to SEK and what actions SEK intends to take if such a crisis is deemed to have occurred. The plan also describes the decision-making structure during a liquidity crisis. An internal and external communication plan is also included. The contingency plan is also closely linked to the results of the scenario analyses that are performed regularly, whereby various actions are taken to increase the release of cash and cash equivalents that have been analyzed with a preventive purpose.

#### **Risk measurement**

In the short term, liquidity risk is monitored mainly through measurement of the liquidity coverage ratio (LCR), which shows SEK's highly liquid assets in relation to its net cash outflows for the next 30 calendar days. Cash-flow forecasts of up to one year are prepared regularly according to various scenarios. SEK's policy for long-term structural liquidity risk is not to accept refinancing risk. Forecasts are made of the relationship between borrowing, including equity, and lending over time. A net stable funding ratio (NSFR) is also estimated. The NSFR measures the volume of available stable funding in relation to the need of stable funding within a period of 1 year. SEK also performs regular liquidity stress tests.

#### **Risk monitoring**

Liquidity risk is monitored through regular analysis and reporting to the Board of Directors and the Treasury function. Monthly reports are submitted to the Board and cover monitoring of LCR, NSFR, internal metrics, portfolio composition and liquidity stress

tests. Daily monitoring of liquidity risk in the form of cash-flow forecasts are reported to the Treasury function.

***Risk information***

For a supplementary and expanded account of the liquidity and refinancing risk-related information, refer to the separate risk report, “SEK — Capital Adequacy and Risk Management Report — Pillar 3.”

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### **Liquidity reserve(I) at December 31, 2017**

<b>Skr billion</b>	<b>Total</b>	<b>SKR</b>	<b>EUR</b>	<b>USD</b>	<b>Other</b>
Balances with other banks and National Debt Office	10.5	2.0	2.5	6.0	—
Securities issued or guaranteed by sovereigns, central banks or multilateral development banks	2.0	1.3	—	0.5	0.2
Covered bonds issued by other institutions	1.0	—	0.6	0.4	—
Securities issued or guaranteed by municipalities or other public entities	—	—	—	—	—
<b>Total liquidity reserve</b>	<b>13.5</b>	<b>3.3</b>	<b>3.1</b>	<b>6.9</b>	<b>0.2</b>

(1) The liquidity reserve is a part of SEK's liquidity investments. The table excludes account balances.

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### Liquidity investment by rating based on net exposure

	December 31, 2017	December 31, 2016
AAA	28%	38%
AA+	8%	2%
AA	0%	5%
AA-	11%	10%
A+	18%	20%
A	24%	21%
A-	9%	4%
BBB+	1%	0%
BBB	1%	0%
BBB-	0%	0%

### Liquidity investment by exposure type

	December 31, 2017	December 31, 2016
States and local governments	38%	44%
Financial institutions	36%	35%
Corporates	23%	10%
Covered Bonds	3%	6%
Multilateral development banks	0%	3%
CDS covered corporates	0%	2%

### Liquidity investment by region

	December 31, 2017	December 31, 2016
Sweden	43%	38%
North America	15%	12%
Western Europe except Sweden	15%	33%
Asia except Japan	10%	5%
Japan	8%	7%
Middle East/Africa/Turkey	7%	4%
Australia	2%	1%

### Liquidity investments(1) by remaining maturity ("M")

	Dec. 31, 2017	Dec. 31, 2016
M ≤ 1 year	84%	83%
1 year < M ≤ 3 years	16%	17%
M > 3 years	0%	0%

(1) SEK's loan facility with the Swedish National Debt Office is excluded.

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### New lending capacity

	Dec. 31, 2017	Dec. 31, 2016
New lending capacity	15 months	9 months
Volume, liquidity investments	55.7 bn	72.3 bn
Volume, committed undisbursed loans of which, CIRR system	72.9 bn 69.2 bn	54.8 bn 49.1 bn

### Key figures for liquidity risk

	Dec. 31, 2017	Dec. 31, 2016
LCR under Swedish FSA rules		
Total	505%	383%
EUR	3,064%	2,603%
USD	557%	313%
LCR under EU Commission's delegated act		
Total	169%	215%
NFSR	140%	132%

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### Contractual flows

Consolidated Group Skr mn	December 31, 2017							Discounting effect	Carrying amount
	Due < 1 month	Due 1 month < 3 months	Due 3 months < 1 year	Due 1 year < 5 years	Due > 5 years	Total cash flow			
<b>Financial assets</b>									
Cash and cash equivalents	1,231	—	—	—	—	1,231	—	—	1,231
Treasuries/government bonds	767	1,093	985	1,536	—	4,381	1	4,382	
Other interest-bearing securities except loans	3,305	8,670	22,630	5,547	—	40,152	-345	39,807	
Loans in the form of interest-bearing securities	314	1,451	6,789	24,151	11,574	44,279	-3,154	41,125	
Loans to credit institutions	210	9,973	3,479	7,417	2,907	23,986	-788	23,198	
Loans to the public	4,764	7,230	24,147	76,541	43,362	156,044	-14,933	141,111	
Derivatives	309	1,069	1,165	2,801	2,687	8,031	-228	7,803	
<b>Total</b>	<b>10,900</b>	<b>29,486</b>	<b>59,195</b>	<b>117,993</b>	<b>60,530</b>	<b>278,104</b>	<b>-19,447</b>	<b>258,657</b>	
 <b>December 31, 2017</b>									
Consolidated Group Skr mn	Due < 1 month	Due 1 month < 3 months	Due 3 months < 1 year	Due 1 year < 5 years	Due > 5 years	Total cash flow	Discounting effect	Carrying amount	
	—	—	—	—	—	—	—	—	—
<b>Financial liabilities</b>									
Borrowings from credit institutions	40	-2,368	—	—	—	-2,328	11	-2,317	
Senior securities issued	-1,832	-24,648	-48,126	-136,112	-34,095	-244,813	22,297	-222,516	
Derivatives	-70	-1,227	-667	-658	236	-2,386	-14,094	-16,480	
Subordinated securities issued			-2,049			-2,049	9	-2,040	
<b>Total</b>	<b>-1,862</b>	<b>-28,243</b>	<b>-50,842</b>	<b>-136,770</b>	<b>-33,859</b>	<b>-251,576</b>	<b>8,223</b>	<b>-243,353</b>	
 <b>Obligations</b>									
Committed undisbursed loans	-696	-3,649	-17,753	-14,013	36,111				
<b>Liquidity surplus (+)/deficit (-)</b>	<b>8,342</b>	<b>-2,406</b>	<b>-9,400</b>	<b>-32,790</b>	<b>62,782</b>	<b>26,528</b>			
<b>Accumulated liquidity surplus (+)/deficit (-)</b>	<b>8,342</b>	<b>5,936</b>	<b>-3,464</b>	<b>-36,254</b>	<b>26,528</b>	<b>26,528</b>			

In addition to the instruments in the statement of financial position and committed undisbursed loans, SEK has outstanding binding offers of Skr 1.2 billion as well as additional available funds consisting of a credit facility with the Swedish National Debt Office of Skr 125 billion for 2017, which can be used within the CIRR system. In December 2017, the Swedish parliament decided that the credit facility for 2018 should amount to Skr 125 billion. With regard to deficit in cash flow with maturity between three months and five years, SEK has the intention to refinance these through borrowing on the financial markets.

Repayments subject to notice for liabilities and hedging derivatives are treated as if notice were to be given immediately, whether it is SEK or the counterparty that has the right to demand early redemption. Assets with repayments subject to notice are assumed to occur on the maturity date. "Subordinated securities issued" which consists of a dated subordinated instrument, were assumed be repaid at the time of the first redemption date. Embedded derivatives in financial assets and liabilities have been excluded. Forward prices are used for contracts with variable interest rate structure, except for contracts that have reached the fixing date in which case the interest rate is used. For a contract with a fixed-interest rate structure, the interest rate has been applied for the entire tenor. When a contract has been structured and uses an interest-rate formula, a plain vanilla setup has been adopted and forward rates applied. The conservative scenario using the prudence concept for cash flows for liabilities and hedging derivatives is not likely to be the real outcome. Differences between book values and future cash flows for financial assets and financial liabilities are reported in the column "Discount effect."

Cash flows for cash collateral under derivatives' CSAs are assumed to have the same cash flows as the related derivatives.

The following items other than financial instruments have an approximate expected recovery time of less than 12 months: other assets; prepaid expenses; accrued revenue; other liabilities; accrued expenses and prepaid revenue. All other balance-sheet items other than financial instruments have an approximate expected recovery time of 12 months or more.

The amounts above include interest, except for committed undisbursed loans.

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December 31, 2016								
Consolidated Group Skr mn	Due < 1 month	Due 1 month < 3 months	Due 3 months < 1 year	Due 1 year < 5 years	Due > 5 years	Total cash flow	Discounting effect	Carrying amount
<b>Financial assets</b>								
Cash and cash equivalents	7,054	—	—	—	—	7,054	—	7,054
Treasuries/government bonds	15	479	156	3,047	—	3,697	-10	3,687
Other interest-bearing securities except loans	6,811	14,598	21,295	7,654	—	50,358	-457	49,901
Loans in the form of interest-bearing securities	-113	230	7,030	20,549	20,549	49,217	-2,995	46,222
Loans to credit institutions	-59	12,029	2,016	8,676	4,394	27,056	-866	26,190
Loans to the public	3,219	7,407	25,890	88,428	36,956	161,900	-13,991	147,909
Derivatives	1,475	1,499	1,352	4,228	5,891	14,445	-2,440	12,005
<b>Total</b>	<b>18,402</b>	<b>36,242</b>	<b>57,739</b>	<b>138,386</b>	<b>62,958</b>	<b>313,727</b>	<b>-20,759</b>	<b>292,968</b>
December 31, 2016								
Consolidated Group Skr mn	Due < 1 month	Due 1 month < 3 months	Due 3 months < 1 year	Due 1 year < 5 years	Due > 5 years	Total cash flow	Discounting effect	Carrying amount
<b>Financial liabilities</b>								
Borrowings from credit institutions	-119	-3,865	167	—	—	-3,817	61	-3,756
Borrowing from the public	—	—	—	—	—	—	—	—
Senior securities issued	-9,299	-37,844	-46,345	-133,418	-52,974	-279,880	30,688	-249,192
Derivatives	-56	-766	-1,914	-3,151	-57	-5,944	-16,128	-22,072
Subordinated securities issued	—	—	—	-2,267	—	-2,267	1	-2,266
<b>Total</b>	<b>-9,474</b>	<b>-42,475</b>	<b>-48,092</b>	<b>-138,836</b>	<b>-53,031</b>	<b>-291,908</b>	<b>14,622</b>	<b>-277,286</b>
<b>Obligations</b>								
Committed, undisbursed loans	-123	-3,534	-11,348	-10,080	25,085	0	54,783	
<b>Liquidity surplus (+) / deficit (-)</b>	<b>8,805</b>	<b>-9,767</b>	<b>-1,701</b>	<b>-10,530</b>	<b>35,012</b>	<b>21,819</b>		
<b>Accumulated liquidity surplus (+) / deficit (-)</b>	<b>8,805</b>	<b>-962</b>	<b>-2,663</b>	<b>-13,193</b>	<b>21,819</b>	<b>21,819</b>		

## Operational risk

Operational risk is the risk of losses resulting from inadequate or faulty internal processes or systems, human error, or from external events. Operational risk also includes legal risk and compliance risk.

### Risk management

Operational risk exists in potentially all functions within SEK. The managers of all the various SEK functions have a responsibility for effective management of operational risk within their own function. To support operational risk management, SEK works in compliance with policy documents in accordance with SEK's risk framework. The risk function is responsible for monitoring, analyzing and reporting aggregated risk levels, and for monitoring the appropriateness and efficiency of the company's operational risk management. The Risk and Compliance Committee is responsible for monitoring operational risk. The Risk function reports to the Risk and Compliance Committee and to the Board's Finance and Risk Committee.

### Risk measurement

SEK measures and reports operational risk levels at least each quarter. The risk level is based on an assessment of the number of risks with a high rating, the scope of losses due to incidents over the past four quarters and whether any breaches of rules related to the operations requiring permits have occurred. SEK uses the standardized approach in calculating the capital requirement for operational risk.

### Risk monitoring

SEK's work on operational risk is conducted at all levels of the organization to ensure that the company is able to identify and reduce risk. All risk-related events are registered in an IT-based incident-reporting system. The fundamental cause is analyzed and actions are then taken to prevent a recurrence. By means of the new product approval process (NPAP), SEK prevents the company from unknowingly taking on risks that the company is unable to manage. The functions perform regular self-assessments of the operations in order to identify and reduce major risks. The self-assessments and the subsequent analysis are coordinated with business planning and the internal capital assessment. The Risk function carries out aggregated monitoring and analysis of the risks and action plans, as well as of significant operational risk events.

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### **Sustainability risk**

Sustainability risk is the risk that SEK's operations directly or indirectly impact their surroundings negatively in respect of business ethics, corruption, climate and the environment, human rights and labor conditions. Human rights includes the child rights perspective, labor conditions encompasses gender equality and diversity, and ethics is included in tax transparency.

#### ***Risk management***

Sustainability risks are managed according to a risk-based approach and SEK only engages in transactions for which SEK has conducted know your customer activities. SEK's measures to manage sustainability risks when lending are subject to national and international regulations and guidelines, along with the state's ownership policy and guidelines for state-owned companies, SEK's owner instruction, pertaining to anti-corruption, climate and environmental consideration, human rights and labor conditions. We focus particularly on sustainability when SEK grants credit to companies in countries facing sustainability challenges. SEK sets requirements on the operations and projects the company finances in order to mitigate negative environmental and societal impacts.

The international guidelines pursued by SEK are described on page 47.

#### ***Risk measurement***

In connection with new business opportunities, the potential sustainability risks are identified and assessed at country, counterparty and transaction level.

**Country** — Countries are classified according to the risk of corruption, human rights violations including labor conditions and the risk of money laundering, financing of terrorism and tax non-transparency.

**Counterparty** — Checks are conducted as part of know your customer, including checks of ownership and checks against international sanction lists, as well as whether the counterparty has been involved in significant sustainability-related incidents.

**Transaction** — Projects and project-related financing are classified based on their potential societal and environmental impact according to the OECD's framework for export credits or the Equator Principles. Category A projects have a potentially material impact, category B projects potentially have some impact, and category C projects have little or no potential impact. Other business transactions are analyzed to assess the risk of corruption, negative environmental impact, human rights and labor conditions and the risk of money laundering, financing of terrorism and tax non-transparency.

### **Elevated sustainability risk**

The sustainability risk is considered to be elevated in the following cases:

Category A and B projects

Projects and operations subject to a high risk of corruption or human rights violations including labor conditions.

Areas affected by conflict

The mining and arms sectors

Exporters or the exporters' customers who are internationally black-listed or have been involved in a significant incident.

### **In-depth sustainability review**

An in-depth sustainability review is performed in cases of elevated sustainability risk. The extent and form of the review depends on the scope of the financing, the level of the identified risks and SEK's ability to influence the situation. Where necessary, societal and environmental conditions are included in loan agreements, and site visits may be included as part of an evaluation. In the case of deviations from international standards or other deficient management of sustainability risks, the counterparty is required to take actions to rectify this.

#### ***Risk monitoring***

Sustainability risk is monitored through regular analysis and reporting to the Board of Directors. Project or project-related funding with an identified elevated sustainability risk is monitored via continuous incident searches and via checks of compliance with the agreement's sustainability clauses. In the monitoring, one transaction during the year, which is not project or project-related, was found to have not gone through the risk identification before credit approval.

#### ***Risk information***

SEK granted loans to the following category A and B projects in 2017:

Category A project:

Mine in Armenia

Wind Power in the UK

Category B projects:

Two separate projects for paper machines in the UAE

Transmission lines in Ethiopia

Converter stations in the UK

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### **Note 28. Transactions with related parties**

SEK defines related parties to the Parent Company as:

the shareholder, i.e. the Swedish government

companies and organizations that are controlled through a common owner, the Swedish government  
subsidiaries

key management personnel

other related parties

SEK defines related parties to the Group as:

the shareholder, i.e. the Swedish government

companies and organizations that are controlled through a common owner, the Swedish government

senior executives

other related parties

The Swedish government owns 100 percent of the company's share capital. By means of direct guarantees extended by the Swedish National Debt Office and the Swedish Export Credits Guarantee Board, EKN, 35 percent (Year-end 2016: 36 percent) of the company's loans outstanding on December 31, 2017 were guaranteed by the Swedish government. The remuneration to EKN for the guarantees paid by SEK during 2017 amounted to Skr 2 million (2016: Skr 31 million). SEK administers, in return for compensation, the Swedish government's system for officially supported export credits (CIRR system), and the government's previous concessionary credits system, refer to Note 1a (d) and Note 25 to the Consolidated Financial Statements.

In 2017, SEK had a Skr 125 billion (2016: Skr 125 billion) credit facility with the Swedish National Debt Office which was entirely related to the officially supported export credit system ("CIRR system"). In December 2017, the credit facility was extended for 2018. SEK has not yet utilized the credit facility.

SEK enters into transactions in the ordinary course of business with entities that are partially or wholly owned or controlled by the State. SEK also extends export credits (in the form of direct or pass-through loans) to entities related to the State. Transactions with such counterparties are conducted on the same terms (including interest rates and repayment schedules) as transactions with unrelated parties. The Group's and the Parent Company's transactions do not differ significantly. Internal transactions between the Parent Company and the subsidiaries amount to Skr - million (2016: Skr - million) for interest expenses from the Parent Company's point of view. For further information see Note 1 (b), Basis of consolidation and Note 15, Shares to the Consolidated Financial Statements.

Key management personnel include the following positions:

The Board of Directors

The Chief Executive Officer

Other executive directors

For information about remuneration and other benefits to key management personnel see Note 5 to the Consolidated Financial Statements, Personnel expenses.

Other related parties include close family members of key management personnel as well as companies which are controlled by key management personnel of SEK or controlled by close family members to key management personnel.

The following tables further summarize the Group's transactions with its related parties:

Skr mn	2017					
	The shareholder, the Swedish government		Companies and organizations controlled through a common owner, the Swedish government		Total	
	Assets/ liabilities	Interest income/ interest expense	Assets/ liabilities	Interest income/ Interest expense	Assets/ liabilities	Interest income/ Interest expense
Treasuries/government bonds	401	4	—	—	401	4
Other interest-bearing securities except loans	—	—	5,933	-27	5,933	-27
Loans in the form of interest-bearing securities	—	—	2,198	18	2,198	18
Loans to credit institutions	—	—	2,607	52	2,607	52
Loans to the public	—	—	2,989	37	2,989	37
Settlement claim against State(1)	3,309	—	—	—	3,309	—
<b>Total</b>	<b>3,710</b>	<b>4</b>	<b>13,727</b>	<b>80</b>	<b>17,437</b>	<b>84</b>
Borrowing from credit institutions	—	—	—	—	—	—
Borrowing from the public	—	—	—	—	—	—
Senior securities issued	—	—	—	—	—	—
Other liabilities	125	—	—	—	125	—
<b>Total</b>	<b>125</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>125</b>	<b>—</b>

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Skr mn	2016					
	The shareholder, the Swedish government		Companies and organizations controlled through a common owner, the Swedish government			Total
	Assets/ liabilities	Interest income/ interest expense	Assets/ liabilities	Interest income/ Interest expense	Assets/ liabilities	Interest income/ Interest expense
Treasuries/government bonds	442	1	—	—	442	1
Other interest-bearing securities except loans	—	—	3,439(2)	5	3,439	5
Loans in the form of interest-bearing securities	—	—	1,948	16	1,948	16
Loans to credit institutions	—	—	2,548	33	2,548	33
Loans to the public	—	—	1,299	15	1,299	15
Settlement claim against State(1)	3,267	—	—	—	3,267	—
<b>Total</b>	<b>3,709</b>	<b>1</b>	<b>9,234</b>	<b>69</b>	<b>12,943</b>	<b>70</b>
Borrowing from credit institutions	—	—	—	—	—	—
Borrowing from the public	—	—	—	—	—	—
Senior securities issued	—	—	—	—	—	—
Other liabilities	235	—	—	—	235	—
<b>Total</b>	<b>235</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>235</b>	<b>—</b>

(1) For information about “Settlement claim against State,” see Note 16 Other assets and Note 25 CIRR system to the Consolidated Financial Statements.

(2) SEK invested a large volume in interest-bearing securities issued by the Riksbank during the fourth quarter of 2016.

## Note 29. Events after the reporting period

No events with significant impact on the information in this report occurred after the end of the reporting period.

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### **Note 30. Risk and capital management**

The Risk and capital management section addresses significant aspects of SEK's risk and capital management. For detailed descriptions, including quantitative information on SEK's capital adequacy and its risk and capital management, refer to Note 26 Capital adequacy and Note 27 Risk information, respectively to the Consolidated Financial Statements. For supplementary and expanded information, refer to the separate risk report, "Capital Adequacy and Risk Management Report — Pillar 3 2017," available at [www.sek.se/en/investor-relations/](http://www.sek.se/en/investor-relations/). Information available on or accessible through SEK's website is not incorporated herein by reference.

#### **Events in 2017**

In 2017, several events in the external environment affected the macro scenario, such as Brexit, US politics, the conflict between the US and North Korea, the increase in global debt, and high asset and share prices. Although these events have led to some political concern, the markets have been largely stable and the world economy has so far been affected marginally. However, at the beginning of 2018, we have seen a greater instability in terms of, among other things, volatile share prices. In Sweden, we have noted an increase in exports and high GDP growth. Even if regulators have largely agreed on the final capital rules in the US and soon within the EU, the consequences of the new regulations for the financial sector remain considerable in the form of adaptation costs, new fees and stricter capital requirements, primarily related to the introduction of the Banking Recovery and Resolution Directive (BRRD). To some extent, there still exists uncertainty regarding the impact of the new regulations moving forward.

SEK's capital adequacy has decreased slightly in 2017. At the end of the year, the total capital ratio was 23.0 percent (2016: 25.1 percent), of which the Tier 1 capital ratio and the Common Equity Tier 1 ratio both amounted to 20.6 percent (2016: 22.1 percent). The primary reason for the decrease in capital adequacy is the permission received by SEK from the Swedish FSA to apply an internal risk classification method for exposures to central governments, regional governments and multilateral development banks. The minimum capital requirement for these exposures has increased. SEK's total exposures have marginally decreased since the end of 2016. SEK's largest financial risks are credit risk (Skr 6.9 billion (2016: Skr 7.5 billion) in allocated capital), market risk (Skr 1.6 billion (2016: Skr 1.6 billion) in allocated capital) and operational risk (Skr 0.1 billion (2016: Skr 0.2 billion) in allocated capital) in line with internally assessed capital adequacy.

SEK's liquidity was stable during the year. The liquidity portfolio varies during the year and totaled Skr 55.7 billion (2016: Skr 72.3 billion) at year end. However, the margin on new lending capacity has been high and amounted to 15 months (2016: 9 months) at year end.

VaR metrics were developed for market risk during the year. VaR for own funds amounted to Skr 20 million at year end. The formerly primary risk metric for market risk, the aggregated risk measure (ÖGR) is a more conservative metric and amounted to Skr 582 million (2016: Skr 621 million) at year end.

Within the framework of the BRRD, the Swedish National Debt Office has made the assessment that ten Swedish institutions, including SEK, conduct operations that are critical for the financial system. Therefore, the Swedish National Debt Office, has set minimum requirements for own funds and eligible liabilities (MREL), which in SEK's case amounts to 7.1 percent of total liabilities and own funds. This corresponds to a minimum requirement of 28.0 percent of risk-weighted assets. SEK meets these requirements since a portion of the senior debt can be included. SEK is also impacted by MiFID II, which entered into force at the start of 2018. The requirements encompass primarily SEK's borrowing in the capital markets.

#### **Capital target**

The company's capital target, which is one of the Board's principal control instruments, is established by the owner at a general meeting of shareholders. The capital target is designed to ensure that SEK has sufficient capital to support its strategy and that capital adequacy always exceeds the regulatory requirements, even in the event of deep economic declines. Under normal conditions, SEK's capital target is for its total capital ratio to exceed the capital adequacy requirement communicated by the Swedish FSA by 1 to 3 percentage points. The point of departure for this is the Swedish FSA's estimated capital requirement for SEK and SEK's own assessment. In addition, SEK's own funds must also cover the volatility that may be expected under normal conditions. As a result of the Swedish FSA's review and evaluation process, SEK was required to have a total capital ratio of 15.9 percent, based on SEK's balance sheet at September 30, 2017. At December 31, 2017, the total capital ratio was 23.0 percent.

#### **Core risk management principles**

SEK must be selective in its choice of counterparties and clients in order to ensure a strong credit rating.

SEK only lends funds to clients who have successfully undergone SEK's procedure for gaining understanding of the customer and its business relations (know your customer), and have a business structure that complies with SEK's mission of promoting the Swedish export industry.

The business operations are limited to financial solutions and positions that the company has approved and has procedures for, whose risks can be measured and evaluated and where the company complies with international sustainability risk guidelines.

SEK's liquidity strategy entails that the company secures financing that, at the very least, has the same maturities as the funds that it lends.

#### **Risk appetite**

The Board decides on the company's risk appetite, which is to encompass all of the company's significant risk classes and to express the outer limits for the business operations. The risk appetite must specify the risk measurements that, in the opinion of the Board, provide information that is sufficient for the members of the Board to be well versed in the type and scope of the company's risks. The risk appetite is strongly connected to the company's loss capacity and thus to its equity. At least on a quarterly basis, the Board is provided with a comprehensive update of the risk exposures' relationship to the risk appetite.

Refer also to the "SEK's risks and risk management" section of this Note 30, where the risk appetite by risk class is described in detail.

#### **Risk governance**

The owner determines the capital target at a general meeting of shareholders. The Board of Directors has ultimate responsibility for governing and monitoring risk exposure and risk management, and for ensuring satisfactory internal control. The Board determines the overall risk governance by taking decisions on such matters as risk appetite and risk strategy. The Board also decides on risk policies and on matters of considerable importance to credit granting.

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SEK has organized risk management and risk control in accordance with the principle of three lines of defense in the form of clear-cut separation of responsibility between the commercial and support operations that own the risks, the control functions that independently identify and monitor the risks and an internal audit, which reviews these matters and reports directly to the Board; see diagram below.

### **Division of responsibility for risk, liquidity and capital management in SEK**

#### **First line of defense**

- Business and support operations.
- Day-to-day management of risk, capital and liquidity in compliance with risk appetite and strategy as well as applicable laws and rules.
- Credit and sustainability analyses.
- Daily control and follow-up of credit, market and liquidity risk.

#### **Second line of defense**

- Independent risk control and compliance functions.
- Identification, quantification, monitoring and control of risks and risk management.
- Risk, liquidity and capital reporting
- Maintain an efficient risk management framework and internal control framework.
- Compliance monitoring and reporting.

#### **Third line of defense**

- Independent internal audit.
- Review and evaluation of the efficiency and integrity of risk management.
- Performance of audit activities in line with the audit plan confirmed by the Board.
- Direct reporting to the Board.

## **Risk management process**

The company's risk management process encompasses: identification, measurement, management, reporting, control and monitoring of those risks with which the business is associated and for which SEK has formulated internal controls with this purpose in mind. SEK's risk management process consists of the following key elements:

**Risk identification** — at any given time, SEK must be aware of the risks to which it is exposed. Risks are identified, primarily in new transactions, in external changes in SEK's operating environment or internally in, for example, products, processes, systems and through annual risk analyses that include all aspects of SEK. Both forward-looking and historical analyses and testing are performed.

**Measurement** — the size of the risks is measured on a daily basis in respect of significant measurable risks or are assessed qualitatively as frequently as necessary. For those risks that are not directly measurable, SEK evaluates the risk according to models that are based on SEK's risk appetite for the respective risk class, specifying appropriate scales of probability and consequence.

**Governance** — SEK aims to oversee the development of business, actively utilize risk-reduction capabilities and control the development of risks over time to ensure that the business activities are kept within the risk appetite and limits. SEK also plans and draws up documentation to ensure the continuity of business-critical processes and systems and that planning is carried out for crisis management. Exercises and training regarding the management of situations that require crisis and/or continuity planning are performed continuously.

**Reporting** — the company reports on the current risk situation, on the use of capital and on related matters to the CEO, the Finance and Risk Committee and the Board, at least once each quarter.

**Control and monitoring** — SEK checks and monitors compliance with limits, risk appetite, capital targets, risk management and internal and external regulations to ensure that risk exposures are kept at an acceptable level for SEK and that risk management is effective and appropriate.

## **SEK's risk framework**

Effective risk management and control in SEK are based on a sound risk culture, a shared approach and a well-functioning control environment. SEK emphasizes the importance of high risk awareness among personnel and an understanding of the importance of preventive risk management to, thereby, keep risk exposure within the determined level. SEK also has a risk framework (see the Risk Framework illustration on the preceding page) encompassing all of SEK's operations, all of its risks and all personnel.

The structure of the risk framework is ultimately governed by SEK's mission from its owner, the Swedish government, and SEK's business model.

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The capital target constitutes the outer boundary for SEK's strategy. Within the restrictions of the capital target, risk appetite is stated, which is expressed by risk class and comprises the risk to which the Board is prepared to expose SEK in order to achieve its strategic objectives. Risk governance is specified in the form of a risk strategy, a risk policy, in SEK's risk culture, and in instructions, processes and limits. These policy documents describe the risk management process and define what activities and operations are included in the process, and how they should be performed. The policy documents also indicate how responsibility is structured in terms of the execution, monitoring of and compliance with risk management.

### SEK's risks and risk management

SEK's mission is to ensure access to financial solutions for the Swedish export industry on commercial and sustainable terms. Different types of risk arise as part of operations, primarily credit risk. An overview of the risks SEK is exposed to and how these risks are managed is presented in this section. For more detailed descriptions, refer to Note 27 to the Consolidated Financial Statements.

Risk class	Risk profile	Risk appetite metrics	Risk management
<b>Credit risk</b> Credit risk is the risk of loss that could occur if a borrower or a counterpart can not meet its obligations. Counterparty risk, concentration risk and settlement risk are certain subsets of credit risk.	SEK's lending portfolio is of a high credit quality. The company's mission naturally entails certain concentration risks, such as geographical concentration risk against Sweden. The net risk is principally limited to counterparties with high creditworthiness, such as export credit agencies (ECAs), major Swedish exporters, banks and insurers. SEK invests its liquidity in high credit quality securities, primarily with short maturities.	<ul style="list-style-type: none"> <li>Individual and collectively limited exposures must not exceed 20 percent of SEK's own funds.</li> <li>The company's expected loss within one year must not exceed two percent, and the total portfolio maturity must not exceed eight percent of the Common Equity Tier 1 capital.</li> <li>The average risk weight for SEK's credit-risk exposures to corporates and institutions may not exceed 65 percent.</li> <li>Credit-risk-related concentration risk must not exceed 35 percent of the Swedish FSA's assessed capital requirement for credit risk.</li> <li>The company's net exposures to counterparties in the segment &lt;= BB- must not exceed four percent of SEK's total exposure.</li> </ul>	Lending must be based on in-depth knowledge of SEK's counterparties as well as counterparties' repayment capacity. Lending must also be aligned with SEK's mission based on its owner instruction. SEK's credit risks are mitigated through a risk-based selection of counterparties and managed through the use of guarantees and other types of collateral. Furthermore, SEK's lending is guided by the use of a normative credit policy, specifying principles for risk levels and lending terms. Concentrations that occur naturally as a result of the company's mission are accepted, but the company continuously works towards reducing the risk of concentration where this is possible.
<b>Market risk</b> Market risk is the risk of loss or reduction of future net income following changes in prices and volatilities on financial markets including price risk in connection with the sale of assets or closing of positions.	SEK's business model leads to exposure mainly to spread risks, interest-rate risk and foreign-exchange risk. The company's largest net exposures are to changes in spread risks, mainly to credit spreads in assets and liabilities and cross currency basis swap spreads.	<ul style="list-style-type: none"> <li>SEK's aggregated market risk measure for all the exposures at fair value must not exceed Skr 1,100 million</li> <li>Total interest rate sensitivity to a 100 bps parallel shift of all yield curves, comprising the entire balance sheet, must not exceed Skr 500 million.</li> <li>Net interest income (NII) one year, the impact on SEK's future earnings margin resulting from a change in interest rates, a 100 bps parallel shift, must not exceed Skr 250 million.</li> <li>Risk to NII from cross-currency basis swaps one year, the impact on SEK's future earnings margin resulting from a change in cross-currency basis spreads must not exceed Skr 100 million.</li> </ul>	SEK conducts no active trading. The core of SEK's market risk strategy is to borrow funds in the form of bonds which, regardless of the market risk exposures in the bonds, are hedged by being swapped to a floating interest rate. Borrowed funds are used either immediately for lending, mainly at a floating rate of interest, or swapped to a floating rate, or to ensure that SEK has sufficient liquidity. The aim is to hold assets and liabilities to maturity.
<b>Operational risk</b> Operational risk is the risk of	Operational risks arise in all parts of the business. The vast majority of	<ul style="list-style-type: none"> <li>The risk appetite for expected losses due to</li> </ul>	SEK manages the operational risk on an ongoing basis

losses resulting from inadequate or faulty internal processes, systems, human error or from external events. Operational risk also

incidents that have occurred are minor events that are rectified promptly within the respective functions. Overall risk is low as a result of effective internal control measures and a focus on

operational risk is limited to Skr 20 million per calendar year.

- SEK does not accept considerable operational risks or critical audit remarks. Operational risk is divided into two categories. Category 1 includes particularly considerable operational risks, which encompass:
  - a) critical external audit

through mainly efficient internal control procedures, performing risk analysis before changes, focus on continuous improvements and business continuity management. Costs to reduce risk exposures

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Risk class	Risk profile	Risk appetite metrics	Risk management
includes legal and compliance risk.	continuous improvement.	<p>remarks; and b) possible losses in excess of Skr 150 million as estimated by SEK. Category 1 must be mitigated to an acceptable level without delay, but no later than within two months. Category 2 includes considerable operational risks, which are in turn divided into: a) critical internal audit remarks; and b) possible losses, as estimated by SEK, of less than Skr 150 million but with an expected loss of over Skr 2 million. Category 2 must be mitigated within six months.</p>	must be in proportion to the effect that such measures have.
<b>Liquidity and refinancing risk</b> Liquidity and refinancing risk is the risk, of the company not being able to refinance its existing assets or being unable to meet increased demands for liquid funds. Liquidity risk also includes the risk of the company having to borrow at an unfavorable interest rate or needing to sell assets at unfavorable prices in order to meet its payment commitments.	SEK has secured funding for all its credit commitments, including those agreed but not yet disbursed. In addition, the size of SEK's liquidity investments allow new lending to continue at a normal pace, even during times of stress. As a consequence of SEK having secured funding for all its credit commitments, the remaining term to maturity for available funding is longer than the remaining term to maturity for lending.	<ul style="list-style-type: none"> <li>The company must operate with a buffer, for the entire balance sheet and in EUR and USD, of not less than ten percentage points above the LCR regulatory requirement.</li> <li>The company is to operate with a Net Stable Funding Ratio (NSFR) exceeding 100 percent.</li> <li>The company is to have contingencies for new lending of at least four months.</li> <li>All lending transactions are to be funded, on a portfolio basis, using at least the same maturity. The company's equity capital is included here as funding with perpetual maturity.</li> <li>The maturity profile of the liquidity investments must reflect the net maturity of borrowing and lending. Under normal circumstances, the assets should be held until maturity and only be divested under conditions of stress.</li> </ul>	SEK must have diversified funding to ensure that funding is available through maturity for all credit commitments — outstanding credits as well as agreed but undisbursed credits. The size of SEK's liquidity investments must ensure that new lending can take place even during times of financial stress.
<b>Valuation risk</b> SEK is exposed to a valuation risk for financial instruments that are not traded actively and are thereby marked-to-model.	Valuation risk is mainly inherent to OTC transactions and the type of instruments that are not actively traded in the market. The risk is mitigated since when entering a transaction, SEK always enters the exact same transaction, with the opposite sign, with another counterparty, which makes the valuation effect on the aggregated level much smaller.	<ul style="list-style-type: none"> <li>The price adjustment for prudent valuation is not to exceed ten percent of own funds.</li> <li>The company may not accept identified material risks concerning valuation methods, including the regulatory framework for prudent valuation.</li> </ul>	SEK works continuously to improve the quality of market data and internally developed models, to calibrate models against market transactions and to check market value with external counterparties.
<b>Sustainability risk</b> Sustainability risk is the risk of SEK directly or indirectly, negatively affects externalities within the areas of environmental and climate considerations, anti-corruption, human rights, labor conditions or business ethics.	SEK is indirectly exposed to sustainability risks in connection to its lending activities. High sustainability risks could occur in financing of large projects or of businesses in countries with high risk of corruption or human rights violations.	<ul style="list-style-type: none"> <li>SEK only engages in transactions that are compatible with the mission and for which SEK can serve as a good example through compliance with the international sustainability guidelines</li> </ul>	Sustainability risks are managed according to a risk-based approach. In cases of heightened sustainability risk, a detailed sustainability review is performed and measures could be required in order to mitigate environmental and social

adhered to by the company.

- Initially approved projects that can give rise to sustainability-related challenges at a later stage, including reputational risk, are to be assigned particular attention and reported to the Board.

- Know your customer checks and controls to detect money laundering and terrorism financing are to be conducted on an ongoing basis.

- For transactions conducted when other requirements applied and which would not meet current requirements, the company must in the first instance investigate possibilities for divesting and in the second instance have a clear communication plan.

- Monitor concentration in revenues derived from a few clients.

- Monitor reputational impact from business activities.

risks. Requirements are based on national and international regulations and guidelines within the areas of environment and climate, anti-corruption, human rights including labor conditions and business ethics including tax.

**Business and reputational risk**  
Business risk is the risk of an unexpected decline in revenue as a result of a decrease in volumes and/or falling margins.

SEK's earnings tend to increase in stressed situations when the financial sector's overall lending capacity declines. It is also in these situations that it is considered most likely that SEK could potentially incur substantial loan .

Business risk is identified through risk analysis and is monitored and prevented as deemed necessary. Costs to reduce risk exposures must be in proportion to the effect that such measures have.

Reputational risk is actively

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Risk class	Risk profile	Risk appetite metrics	Risk management
Reputational risk is the risk of a negative reputation and/or reduced revenue as a result of external perceptions of the company or the sector in general.	losses. The negative earnings effect of increased loan losses tends to be compensated by increased earnings over time. Factors considered to affect the reputation of the SEK brand are mainly loan losses, transactions that could be perceived to lack Swedish interest or the perception that the company has breached applicable regulations, for example with regard to sustainability.		prevented and mitigated to an acceptable level. Costs to reduce risk exposures must be in proportion to the effect that such measures have. The company's communication plan describes the principles for both long-term and short-term management of reputational risk.
<b>Strategic risk (business environment risk)</b> Strategic risk is the risk of lower revenue as a result of adverse business decisions, improper implementation of decisions or lack of adequate responsiveness to changes in the regulatory and business environment. Strategic risk focuses on large-scale and structural risk factors.	SEK's strategic risks mainly arise through changes in the external operating environment, such as market conditions, which could result in limited lending opportunities for SEK, and regulatory reforms from two perspectives; (1) the impact of these reforms on SEK's business model and (2) the requirements on the organization resulting from increased regulatory complexity.	<ul style="list-style-type: none"> <li>• SEK accepts conscious strategic risks in line with the company's strategy.</li> <li>• Control of the new initiatives should include monitoring of growth in business volumes and in appropriate cases, be limited.</li> </ul>	Strategic risk is identified through risk analysis and is monitored and prevented as deemed necessary. Costs to reduce risk exposures must be in proportion to the effect that such measures have.

### Internal capital and liquidity assessment processes

The internal capital adequacy assessment process is an integral part of SEK's strategic planning, whereby the Board determines SEK's risk appetite and approves the capital target. The purposes of the internal capital adequacy assessment process are to ensure that SEK has sufficient capital to meet the regulatory requirements under both normal and stressed financial conditions and to support SEK's high credit rating. The capital kept by SEK must be sufficient in relation to the risks that SEK has, or can be exposed to. The capital adequacy assessment is based on SEK's internal assessments of the risks and their development, as well as assessments of risk measurement models, risk governance and risk management. It is integrated into business planning and forms the foundation for SEK's strategy for maintaining an adequate level of capital. Capital adequacy assessments are conducted at least for the forthcoming three-year period.

In addition to the internal capital adequacy assessment process, an in-depth liquidity analysis is performed. During the planning period, the liquidity requirement and its composition in terms of liquidity requirements for different currencies, among other items, are evaluated to ensure the company has adequate liquidity to implement the business plan and meet regulatory requirements.

SEK's assessment is that the macroeconomic climate represents the foremost source of the risks to its earnings and financial stability. To arrive at an adequate capitalization level that also applies under stressed financial conditions, an analysis is conducted of how the capitalization is affected by stress in global financial markets, as well as of other factors that impact SEK's business model and net risk exposure.

When SEK performs the internal capital adequacy assessment, it applies methods other than those used for the Swedish FSA's capital requirement. The assessment is based on SEK's internal calculation of economic capital, which captures all of the specific risks to which SEK's operations are exposed, even risks over and above those included in the Swedish FSA's capital requirement. For example, for credit risk, economic capital is based on a quantitative approach whereby Value at Risk (VaR) is calculated at a confidence level of 99.9 percent. This quantitative estimate is performed using a simulation-based tool that produces a probability distribution of the value of the credit portfolio over a defined time horizon (usually one year). The methodology used in the VaR quantification is based on the Credit Metrics model. In addition to the internal capital adequacy assessment, SEK also estimates the total capital requirement as set for SEK by the Swedish FSA in its annual review and evaluation process. The capital adequacy assessment estimated by the Swedish FSA is a minimum requirement for SEK's own funds. In SEK's assessment, SEK has own funds that comfortably exceed both the internally estimated need of own funds and the total capital requirement calculated by the Swedish FSA. For supplementary and expanded information, refer to the separate risk report, "Capital Adequacy and Risk Management Report — Pillar 3 2017", available at [www.sek.se/en/investor-relations/](http://www.sek.se/en/investor-relations/). Information available on or accessible through SEK's website is not incorporated herein by reference.

### New regulations that impact capital adequacy or liquidity

For exposures to central governments and regional governments, SEK has previously had an exemption from using the IRB approach for risk classification and quantification of credit risk. Therefore, SEK has applied the standardized approach for these exposures up until March 30, 2017. In the end of the first quarter of 2017, SEK changed to the IRB approach after receiving permission from the Swedish FSA for so doing. Accordingly, the minimum capital requirement for these exposures has increased.

By SEK's assessment, the company has sufficient eligible own funds in accordance with the BRRD.

Under normal conditions, SEK satisfies the new CRR liquidity requirements.

Rules stipulating the particular derivatives that have to be cleared are evolving progressively, as are rules for how non-cleared derivatives should be managed. When these rules have been definitively finalized, this will have a certain impact on capital requirements and liquidity flows.

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### **EXHIBIT INDEX**

#### Exhibits

1.1 [Articles of Association of the Registrant in effect as of the date of this annual report \(filed as Exhibit 1.1 to the Company's Annual Report on 20-F \(No. 001-08382\) for the year ended December 31, 2014, and incorporated herein by reference\).](#)

2.1 Indenture, dated as of August 15, 1991, between the Company and J.P. Morgan Trust Company, National Association (as successor in interest to the First National Bank of Chicago) as Trustee, providing for the issuance of debt securities, in one or more series, by the Company (filed as Exhibit 4(a) to the Company's Report of Foreign Issuer on Form 6-K (No. 001-08382) dated September 30, 1991 and incorporated herein by reference).

2.2 [First Supplemental Indenture dated as of June 2, 2004 between the Company and J.P. Morgan Trust Company, National Association \(filed as Exhibit 4\(b\) to the Company's Registration Statement on Form F-3 \(No. 333-131369\) dated January 30, 2006 and incorporated herein by reference\).](#)

2.3 [Second Supplemental Indenture, dated as of January 30, 2006, between the Company and J.P. Morgan Trust Company, National Association \(filed as Exhibit 4\(c\) to the Company's Registration Statement on Form F-3 \(No. 333-131369\) dated January 30, 2006 and incorporated herein by reference\).](#)

2.4 [Third Supplemental Indenture, dated as of October 23, 2008, relating to the Debt Securities \(filed as Exhibit 4 to the Company's Report of Foreign Issuer on Form 6-K dated October 23, 2008 \(No. 001-08382\) and incorporated herein by reference\).](#)

2.5 [Fourth Supplemental Indenture, dated as of March 8, 2010, relating to the Debt Securities \(filed as Exhibit 4\(f\) to the Company's Post-Effective Amendment \(No. 333-156118\) to the Company's Registration Statement on Form F-3, filed by the Company on March 10, 2010 and filed as Exhibit 2.8 to the Company's Annual Report on Form 20-F \(No. 001-08382\) for the year ended December 31, 2009, filed by the Company on March 31, 2010 and incorporated herein by reference\).](#)

2.6 [Fiscal Agency Agreement dated March 30, 2017, relating to an unlimited aggregate principal amount of debt securities authorized to be issued under the Company's Program for the Continuous Issuance of Debt Instruments \(filed herewith\).](#)

2.7 [Deed of Covenant dated April 4, 2014 relating to an unlimited aggregate principal amount of securities of SEK authorized to be issued under the Company's Program for the Continuous Issuance of Debt Instruments \(filed as Exhibit 2.6 to the Company's Annual Report on 20-F \(No. 001-08382\) for the year ended December 31, 2014, and incorporated herein by reference\).](#)

2.8 [ASX Austraclear Registry and IPA Services Agreement dated February 29, 2016 relating to an unlimited principal amount of debt securities authorized to be issued under the Company's Australian Dollar Debt Issue Programme \(filed herewith\).](#)

2.9 [Third Note Deed Poll dated 29 February, 2016 relating to an unlimited principal amount of debt securities authorized to be issued under the Company's Australian Dollar Debt Issue Program \(filed herewith\).](#)

7.1 [Statement of Calculation of Ratios of Earnings to Fixed Charges \(filed herewith\).](#)

8.1 [List of Subsidiaries \(filed herewith\).](#)

12.1 [Certifications pursuant to Rule 13a-14\(a\) or Rule 15d-14\(a\) under the Securities Exchange Act of 1934 \(filed herewith\).](#)

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- 13.1 [Certifications pursuant to 18 U.S.C. Section 1350, as adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 \(filed herewith\).](#)
- 14.1 [Consent of Independent Registered Public Accounting Firm \(filed herewith\).](#)

Pursuant to Instruction 2(b) (i) in the “Instructions as to Exhibits” in Form 20-F, various instruments defining the rights of holders of long-term debt securities issued by the Company are not being filed herewith because such debt securities are not registered with the Commission and the total amount of debt securities authorized under each such instrument does not exceed 10 percent of the total assets of the Company. The Company hereby agrees to furnish a copy of any such instrument to the Commission upon request.

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**SIGNATURES**

The registrant hereby certifies that it meets all requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

AKTIEBOLAGET SVENSK EXPORTKREDIT (publ)  
(Swedish Export Credit Corporation)  
(Registrant)

By /s/ Catrin Fransson  
Catrin Fransson, Chief Executive Officer

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Stockholm, Sweden  
February 26, 2018

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**EXECUTION VERSION**

DATED 30 March 2017

AB SVENSK EXPORTKREDIT (publ)  
AS ISSUER

DEUTSCHE BANK AG, LONDON BRANCH  
AS FISCAL AGENT

DEUTSCHE BANK LUXEMBOURG S.A.  
AS INTERNATIONAL REGISTRAR, LUXEMBOURG PAYING AGENT AND  
TRANSFER AGENT

DEUTSCHE BANK TRUST COMPANY AMERICAS  
AS DTC REGISTRAR, DTC PAYING AGENT AND DTC TRANSFER AGENT

DEUTSCHE INTERNATIONAL CORPORATE SERVICES (IRELAND) LIMITED  
AS IRISH PAYING AGENT

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UNLIMITED PROGRAMME FOR THE CONTINUOUS  
ISSUANCE OF DEBT INSTRUMENTS  
FISCAL AGENCY AGREEMENT

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THIS FISCAL AGENCY AGREEMENT is made on 30 March 2017

BETWEEN

- (1) **AB SVENSK EXPORTKREDIT (publ)** (“**SEK**”);
- (2) **DEUTSCHE BANK AG, LONDON BRANCH** in its capacity as fiscal agent (the “**Fiscal Agent**”, which expression shall include any successor to Deutsche Bank AG, London Branch in its capacity as such);
- (3) **DEUTSCHE BANK LUXEMBOURG S.A.** in its capacity as international registrar (the “**International Registrar**”, which expression shall include any successor to Deutsche Bank Luxembourg S.A. in its capacity as such) and as transfer agent (the “**Transfer Agent**”, which expression shall include any successor to Deutsche Bank Luxembourg S.A. in its capacity as such);
- (4) **DEUTSCHE BANK TRUST COMPANY AMERICAS** in its capacity as the DTC Registrar (the “**DTC Registrar**”, which expression shall include any successor to Deutsche Bank Trust Company Americas in its capacity as such), paying agent in connection with the DTC Registered Instruments (the “**DTC Paying Agent**”, which expression shall include any successor to Deutsche Bank Trust Company Americas in its capacity as such) and transfer agent in connection with the DTC Registered Instruments (the “**DTC Transfer Agent**”, which expression shall include any successor to Deutsche Bank Trust Company Americas in its capacity as such);
- (5) **DEUTSCHE INTERNATIONAL CORPORATE SERVICES (IRELAND) LIMITED**, in its capacity as Irish paying agent (the “**Irish Paying Agent**”), which expression shall include any successor to Deutsche International Corporate Services (Ireland) Limited in its capacity as such); and
- (6) **DEUTSCHE BANK LUXEMBOURG S.A.** in its capacity as Luxembourg paying agent (together with the Fiscal Agent, the Irish Paying Agent and the DTC Paying Agent, the “**Paying Agents**”, which expression shall include any substitute or additional paying agents appointed in accordance with this Agreement).

WHEREAS

- (A) SEK has established an unlimited programme (the “**Programme**”) for the continuous issuance of debt instruments (the “**Instruments**”), in connection with which it has entered into a dealership agreement dated 30 March 2017 (the “**Dealership Agreement**”).
- (B) SEK has made an application to the regulated market of the Luxembourg Stock Exchange for the Instruments issued under the Programme to be admitted to listing on the Official List and to trading on the regulated market of the Luxembourg Stock Exchange. Application will also be made to the London Stock Exchange plc (the “**London Stock Exchange**”) for Instruments issued under the Programme to be admitted to listing on the Official List and to trading on the Regulated Market of the London Stock Exchange. Instruments may also be issued on the basis that they will not be admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system or that they will be admitted to listing, trading

and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed with SEK.

- (C) In connection with such applications SEK has prepared a base prospectus dated 30 March 2017 (the “**Base Prospectus**”, which expression shall include any documents incorporated therein by reference and any supplemental base prospectus that may be prepared from time to time).
- (D) Instruments issued under the Programme for which a prospectus is required under the Prospectus Directive, may be issued either (1) pursuant to the Base Prospectus and relevant Final Terms describing the final terms of the particular Tranche of Instruments, or (2) pursuant to a prospectus (the “**Drawdown Prospectus**”) containing all information relevant to the particular Tranche of Instruments which shall include all information included or incorporated by reference therein. In case of an issue of Instruments for which no prospectus is required under the Prospectus Directive, such Instruments may be issued pursuant to a pricing supplement containing all information relevant to the particular Tranche of Instruments, which shall include all information included or incorporated by reference therein (the “**Pricing Supplement**”).
- (E) In connection with the Programme, the parties hereto entered into a fiscal agency agreement dated 1 April 2016 (the “**Current Fiscal Agency Agreement**”).
- (F) The parties hereto wish to amend and restate the Current Fiscal Agency Agreement as set out herein.

**IT IS AGREED** as follows:

**1. INTERPRETATION**

- 1.1 All terms and expressions which have defined meanings in the Base Prospectus or the Dealership Agreement shall have the same meanings in this Agreement except where the context requires otherwise or unless otherwise stated. In addition, in this Agreement the following expressions have the following meanings:

“**Bearer Instruments**” has the meaning given to it in Clause 3.3.

“**CGI**” means a CGI Permanent Global Instrument or a CGI Temporary Global Instrument.

“**CGI Permanent Global Instrument**” means a Permanent Global Instrument representing Instruments for which the relevant Final Terms or the Drawdown Prospectus, as the case may be, specify that the New Global Instrument form is not applicable.

“**CGI Temporary Global Instrument**” means a Temporary Global Instrument representing Instruments for which the relevant Final Terms specify that the New Global Instrument form is not applicable.

References to a “**Clause**” is, unless the context indicates otherwise, to a clause in a section hereof.

“**Clearstream, Luxembourg**” means Clearstream Banking, société anonyme, Luxembourg.

“**Common Safe-keeper**” means an ICSD in its capacity as common safe-keeper or a person nominated by the ICSDs to perform the role of common safe-keeper.

“**Common Service Provider**” means a person nominated by the ICSDs to perform the role of common service provider.

References to a “**Condition**” is to a numbered condition in the terms and conditions of the Instruments as appearing in the Base Prospectus or, in relation to any Series of Instruments, the substantially corresponding condition in the terms and conditions applicable to such Series of Instruments.

“**CSSF**” means the Commission de Surveillance du Secteur Financier.

“**Drawdown Prospectus**” means a prospectus containing all information relevant to the particular Tranche of Instruments which shall include all information included or incorporated by reference therein which has been approved by the relevant competent authority of a Member State in accordance with the Prospectus Directive and relevant implementing measures and which shall include all information included or incorporated by reference therein.

“**DTC**” means the Depository Trust Company at its offices at 55 Water Street, New York, NY 10041, United States of America.

“**DTC Custodian**” means the custodian for DTC.

“**DTC Instrument Certificates**” means any Individual Instrument Certificates and any Global Instrument Certificates.

“**DTC Registered Instrument**” means an Instrument issued in registered form, evidenced by one or more DTC Instrument Certificates issued or to be issued pursuant to Clauses 3.10 to 3.14.

“**EFI**” means Euroclear Finland Ltd., incorporated in Finland with Reg No. 1061446-0.

“**ESw**” means Euroclear Sweden AB, incorporated in Sweden with Registered Number 556112-8074.

“**Euroclear**” means Euroclear Bank SA/NV.

“**Eurosystem**” means the central banking system for the Euro.

“**Eurosystem Eligible NGI**” means a Eurosystem Eligible NGI Temporary Global Instrument or a Eurosystem Eligible NGI Permanent Global Instrument.

“**Eurosystem Eligible NGI Permanent Global Instrument**” means a Permanent Global Instrument which is intended to be a new global instrument eligible for Eurosystem operations, as stated in the applicable Final Terms.

**“Eurosystem Eligible NGI Temporary Global Instrument”** means a Temporary Global Instrument which is intended to be a new global instrument eligible for Eurosystem operations, as stated in the applicable Final Terms.

**“Exchange Act”** means the United States Securities Exchange Act of 1934, as amended.

**“Global Instrument”** means a Temporary Global Instrument or a Permanent Global Instrument.

**“Global Instrument Certificate”** means a Restricted Global Instrument Certificate or an Unrestricted Global Instrument Certificate.

**“Global International Instrument Certificate”** means, in relation to any series, a global international instrument certificate representing the Instruments of such series to be issued pursuant to Clause 3.8 in the form or substantially in the form set out in Schedule 4 (*Form of Global International Instrument Certificate*).

**“ICSDs”** means Clearstream, Luxembourg and Euroclear.

**“Individual Instrument Certificate”** means an Unrestricted Individual Instrument Certificate or a Restricted Individual Instrument Certificate.

**“Individual International Instrument Certificate”** means, in relation to any series, an individual international instrument certificate representing a Holder’s entire holding of Instruments of such series in the form or substantially in the form set out in Schedule 5 (*Form of Individual International Instrument Certificate*).

**“Instrument Certificate”** means a DTC Instrument Certificate or an International Instrument Certificate.

**“International Instrument Certificate”** means any Global International Instrument Certificate or any Individual International Instrument Certificate.

**“International Registered Instrument”** means an Instrument issued in registered form evidenced by one or more International Instrument Certificates issued or to be issued pursuant to Clauses 3.7 to 3.9.

**“International Registrar”** means Deutsche Bank Luxembourg S.A.

**“Issuer-ICSDs Agreement”** means the agreement entered into between SEK and each of the ICSDs.

References to **“Local time”** in relation to any payment is to the time in the city in which the relevant bank or the relevant branch or office thereof is located and any reference to “local banking days” in relation thereto is to days (other than Saturdays and Sundays) on which commercial banks are open for business in such city.

**“London Business Day”** means a day (other than Saturdays and Sundays) on which commercial banks are generally open for business in London.

**“Master Global Instrument Certificate”** means a Global Instrument Certificate or a Global International Instrument Certificate which is complete except that it requires:

- (a) a copy of the Final Terms in respect of the Tranche of Instruments to which it will relate to be attached thereto;
- (b) in the case of a Tranche of Instruments the subject of a Drawdown Prospectus, a copy of the Drawdown Prospectus in respect of the Tranche of Instruments to which it will relate to be attached thereto;
- (c) completion by the DTC Registrar (in the case of a Restricted Global Instrument Certificate or Unrestricted Global Instrument Certificate) or by the International Registrar (in the case of a Global International Instrument Certificate), as the case may be, on behalf of SEK, as to the details of the Tranche of Instruments to which it will relate; and
- (d) authentication by or on behalf of the DTC Registrar (in the case of a Restricted Global Instrument Certificate or Unrestricted Global Instrument Certificate) or by the International Registrar (in the case of a Global International Instrument Certificate), as the case may be.

**“Master Permanent Global Instrument”** means a CGI Permanent Global Instrument or an NGI Permanent Global Instrument which is complete except that it requires:

- (a) a copy of the Final Terms in respect of the Tranche of Instruments to which it will relate to be attached thereto;
- (b) in the case of a Tranche of Instruments the subject of a Drawdown Prospectus, a copy of the Drawdown Prospectus in respect of the Tranche of Instruments to which it will relate to be attached thereto;
- (c) completion by the Fiscal Agent, on behalf of SEK, as to the details of the Tranche of Instruments to which it will relate;
- (d) authentication by or on behalf of the Fiscal Agent; and
- (e) in the case of an NGI Permanent Global Instrument, effectuation by or on behalf of the Common Safe-keeper.

**“Master Temporary Global Instrument”** means a CGI Temporary Global Instrument or an NGI Temporary Global Instrument which is complete except that it requires:

- (a) in the case of a Tranche of Instruments the subject of Final Terms, a copy of the Final Terms in respect of the Tranche of Instruments to which it will relate to be attached thereto;
- (b) in the case of a Tranche of Instruments the subject of a Drawdown Prospectus, a copy of the Drawdown Prospectus in respect of the Tranche of Instruments to which it will relate to be attached thereto;
- (c) completion by the Fiscal Agent, on behalf of SEK, as to the details of the Tranche of Instruments to which it will relate;

- (d) authentication by or on behalf of the Fiscal Agent; and
- (e) in the case of an NGI Temporary Global Instrument, effectuation by or on behalf of the Common Safe-keeper.

“**NGI**” means a Eurosystem Eligible NGI or a Non-Eligible NGI.

“**NGI Permanent Global Instrument**” means a Temporary Global Instrument representing Instruments for which the relevant Final Terms or Drawdown Prospectus (as the case may be) specify that the New Global Instrument form is applicable.

“**NGI Temporary Global Instrument**” means a Temporary Global Instrument representing instruments for which the relevant Final Terms or Drawdown Prospectus (as the case may be) specify that the New global Instrument form is applicable.

“**Non-Eligible NGI**” means a Non-Eligible NGI Temporary Global Instrument or a Non-Eligible NGI Permanent Global Instrument.

“**Non-Eligible NGI Permanent Global Instrument**” means a Permanent Global Instrument which is intended to be a new global instrument not eligible for Eurosystem operations, as stated in the applicable Final Terms.

“**Non-Eligible NGI Temporary Global Instrument**” means a Temporary Global Instrument which is intended to be a new global instrument not eligible for Eurosystem operations, as stated in the applicable Final Terms.

“**Permanent Global Instrument**” means a Permanent Global Instrument substantially in the form set out in Schedule 2 (*Form of Permanent Global Instrument*).

“**Registrars**” means the International Registrar and the DTC Registrar.

“**Registered Instrument**” means an International Registered Instrument or a DTC Registered Instrument.

“**Regulation S**” means Regulation S of the Securities Act.

“**Restricted Global Instrument Certificate**” means, in relation to any series, a restricted global instrument certificate representing the Instruments of such series to be issued pursuant to Clause 3.12 in the form or substantially in the form set out in Schedule 7 (*Form of Restricted Global Instrument Certificate*) and bearing the Rule 144A Legend and any legends required by DTC.

“**Restricted Individual Instrument Certificates**” means, in relation to any series, a restricted individual instrument certificate representing a Holder’s entire holding of Instrument of such series in the form or substantially in the form set out in Schedule 9 (*Form of Restricted Individual Instrument Certificate*) and bearing the Rule 144A Legend.

“**Rule 144A**” means Rule 144A of the Securities Act.

**“Rule 144A Legend”** means the transfer restriction legend relating to the Securities Act set out in the forms of Restricted Global Instrument Certificate and Restricted Individual Instrument Certificate scheduled to this Agreement.

References to the “**specified office**” of any Paying Agent or any Registrar is to the office specified against its name in Schedule 12 (*Specified Offices of the Paying Agents and Registrars*) or such other office in the same city as such office as such Paying Agent or, as the case may be, such Registrar may specify by notice to SEK and the other parties hereto.

References to a “**Schedule**” is, unless the context indicates otherwise, to a schedule hereto.

References to a “**Section**” is, unless the context indicates otherwise, to a section hereof. “**Securities Act**” means the United States Securities Act of 1933, as amended.

**“Temporary Global Instrument”** means a Temporary Global Instrument substantially in the form set out in Schedule 1 (*Form of Temporary Global Instrument*) to this Agreement.

**“Unrestricted Global Instrument Certificate”** means, in relation to any series, an unrestricted global instrument certificate representing the Instruments of such series to be issued pursuant to Clause 3.11 of such series in the form set out in Schedule 6 (*Form of Unrestricted Global Instrument Certificate*) and bearing the legends required by DTC but not the Rule 144A Legend.

**“Unrestricted Individual Instrument Certificates”** means, in relation to any series, an unrestricted individual instrument certificate representing a Holder’s entire holding of Instruments of such series in the form or substantially in the form set out in Schedule 8 (*Form of Unrestricted Individual Instrument Certificate*).

“**VP**” means the Danish central securities trading depository (VP Securities A/S), incorporated in Denmark with company registration number (CVR) 21599336.

- 1.2 Clause, Section and Schedule headings are for ease of reference only and shall not affect the construction of this Agreement.
- 1.3 In this Agreement, any reference to payments of principal, redemption amount or interest include any additional amounts payable in relation thereto under Condition 13 (*Taxation*).
- 1.4 The Current Fiscal Agency Agreement shall be amended and restated on the terms of this Agreement. Any Instruments issued on or after the date of this Agreement shall be issued pursuant to this Agreement. This does not affect any Instruments issued prior to this Agreement. Subject to such amendment and restatement, the Current Fiscal Agency Agreement shall continue in full force and effect.
- 1.5 In the case of a Tranche of Instruments issued pursuant to a Pricing Supplement, each reference in this Agreement to “Final Terms” shall be read and construed as a reference to such Pricing Supplement unless the context requires otherwise.

#### 1.6 **Records**

Any reference in this Agreement to the records of an ICSD shall be to the records that each of the ICSDs holds for its customers which reflect the amount of such customers' interests in the Instruments (but excluding any interest in any Instruments of one ICSD shown in the records of another ICSD).

#### 1.7 **Non-applicability to the Scandinavian Instruments**

The provisions of this Agreement (except for Schedule 10 (*Provisions for Meetings of Holders of Instruments*)) do not apply to Instruments which are Scandinavian Instruments.

#### 1.8 **Other agreements**

All references in this Agreement to an agreement, instrument or other document (including the Dealership Agreement, the Deed of Covenant, the Base Prospectus and any Drawdown prospectus or part thereof) shall be construed as a reference to that agreement, instrument or other document as the same may be amended, supplemented, replaced or novated from time to time. In addition, in the context of any particular Tranche of Instruments, each reference in this Agreement to the Base Prospectus shall be construed as a reference to the Base Prospectus as completed, supplemented and/or amended by the relevant Final Terms.

#### 1.9 **Legislation**

Any reference in this Agreement to any legislation (whether primary legislation or regulations or other subsidiary legislation made pursuant to primary legislation) shall be construed as a reference to such legislation as the same may have been, or may from time to time be, amended or re-enacted.

### **2. APPOINTMENT OF THE PAYING AGENTS AND THE REGISTRARS**

2.1 SEK appoints each of the Paying Agents and the Registrars as its agent in relation to the Instruments for the purposes specified in this Agreement and in the terms and conditions applicable thereto and all matters incidental thereto.

2.2 Each of the Paying Agents and the Registrars accepts its appointment as agent of SEK in relation to the Instruments and shall comply with the provisions of this Agreement and, in connection therewith, shall take all such action as may be incidental thereto.

### **3. THE INSTRUMENTS**

3.1 Instruments may be issued in series (each a “**Series**”), and each series may comprise one or more tranches (each a “**Tranche**”). Each Tranche will be the subject of a Final Terms, a Pricing Supplement, or a Drawdown Prospectus prepared by or on behalf of SEK and:

(a) in the case of a Series in relation to which application has been made for admission to trading on the regulated market of the Luxembourg Stock Exchange and/or listing, trading and/or quotation by any other listing authority, stock exchange and/or quotation system, lodged with the CSSF and the Listing

Application Department of the Luxembourg Stock Exchange or any other listing authority, stock exchange and/or quotation system (as the case may be); and/or

- (b) in the case of a Series in relation to which a public offer will be made in a Member State, lodged with the competent authority for the purposes of the Prospectus Directive in such Member State; or
- (c) in the case of a Series in relation to which application has not been made for admission to such trading, listing and/or quotation attached to or incorporated by reference into each Instrument of such Series.

3.2 Instruments may be issued (i) either in bearer form or in registered form in reliance on Regulation S and not offered as part of a Series which is also offered in accordance with Rule 144A or (ii) in registered form, as part of a Series which is solely or also offered in accordance with Rule 144A, in each case as specified in the relevant Final Terms or Drawdown Prospectus as the case may be.

3.3 Instruments issued in bearer form (“**Bearer Instruments**”) will be represented upon issue by a temporary global instrument (a “**Temporary Global Instrument**”) and will be exchangeable not less than forty (40) days after the completion (as determined by the Fiscal Agent or SEK) of the distribution of the Instruments represented by such Temporary Global Instrument and upon due certification as described therein, for a permanent global instrument (a “**Permanent Global Instrument**”) representing such Instruments or, if so specified in the relevant Final Terms or Drawdown Prospectus, as the case may be, for definitive instruments (“**Definitive Instruments**”). Each Permanent Global Instrument will be exchangeable in whole (but not in part only) for Definitive Instruments in accordance with its terms.

3.4 Each Temporary Global Instrument shall:

- (a) be in substantially either of the forms (duly completed) set out in Schedule 1 (*Form of Temporary Global Instrument*);
- (b) in the case of a Tranche of Instruments the subject of a Final Terms, have the relevant Final Terms attached thereto;
- (c) in the case of a Tranche of Instruments the subject of a Drawdown Prospectus, have the relevant Drawdown Prospectus attached thereto;
- (d) have attached thereto or incorporated by reference therein the terms and conditions applicable thereto;
- (e) be executed manually or in facsimile by SEK and authenticated manually by or on behalf of the Fiscal Agent; and
- (f) in the case of an NGI Temporary Global Instrument, be effectuated manually by or on behalf of the Common Safe-keeper.

3.5 Each Permanent Global Instrument shall:

- (a) be in substantially either of the forms (duly completed) set out in Schedule 2 (*Form of Permanent Global Instrument*);
- (b) in the case of a Tranche of Instruments the subject of a Final Terms, have the relevant Final Terms attached thereto;
- (c) in the case of a Tranche of Instruments the subject of a Drawdown Prospectus, have the relevant Drawdown Prospectus attached thereto;
- (d) in the case of an NGI Permanent Global Instrument, be effectuated manually by or on behalf of the Common Safe-keeper;
- (e) have attached thereto or incorporated by reference therein the terms and conditions applicable thereto; and
- (f) be executed manually or in facsimile by SEK and authenticated manually by or on behalf of the Fiscal Agent.

3.6 Each Definitive Instrument shall:

- (a) be in substantially the form (duly completed) set out in Schedule 3 (*Form of Definitive Instrument ("AIBD" format)*);
- (b) unless the contrary is specified in the relevant Final Terms or Drawdown Prospectus, as the case may be, be in the format from time to time specified by the Association of International Bond Dealers or any successor body thereto;
- (c) have a unique serial number printed thereon;
- (d) if so specified in the relevant Final Terms or Drawdown Prospectus, as the case may be, have attached thereto at the time of their initial delivery coupons ("Coupons");
- (e) have endorsed thereon, attached thereto or incorporated by reference therein the terms and conditions applicable thereto; and
- (f) be executed manually or in facsimile by SEK and authenticated manually by or on behalf of the Fiscal Agent.

3.7 International Registered Instruments may be offered in reliance on Regulation S but not offered as part of a Series which is also offered in accordance with Rule 144A and will be evidenced initially by one or more Global International Instrument Certificate or Individual International Instrument Certificates, as specified in the relevant Final Terms.

3.8 Each Global International Instrument Certificates shall:

- (a) be in substantially the form (duly completed) set out in Schedule 4 (*Form of Global International Instrument Certificate*);

- (b) in the case of a Tranche of Instruments the subject of a Final Terms, have the relevant Final Terms attached thereto;
- (c) in the case of a Tranche of Instruments the subject of a Drawdown Prospectus, have the relevant Drawdown Prospectus attached thereto;
- (d) have endorsed thereon, attached thereto or incorporated by reference therein the terms and conditions applicable thereto; and
- (e) be executed manually or in facsimile by SEK and authenticated manually by or on behalf of the International Registrar.

3.9 Each Individual International Instrument Certificate shall:

- (a) be in substantially the form (duly completed) set out in Schedule 5 (*Form of Individual International Instrument Certificate*);
- (b) in the case of a Tranche of Instruments the subject of a Final Terms, have the relevant Final Terms attached thereto;
- (c) in the case of a Tranche of Instruments the subject of a Drawdown Prospectus, have the relevant Drawdown Prospectus attached thereto;
- (d) have endorsed thereon, attached thereto or incorporated by reference therein the terms and conditions applicable thereto; and
- (e) be executed manually or in facsimile by SEK and authenticated manually by or on behalf of the International Registrar.

3.10 DTC Registered Instruments may be offered as part of a Series which is also offered in accordance with Rule 144A and will be evidenced by a Restricted Global Instrument Certificate and/or an Unrestricted Global Instrument Certificate and/or Restricted Individual Instrument Certificates and/or Unrestricted Individual Instrument Certificates, as specified in the relevant Final Terms.

3.11 Each Unrestricted Global Instrument Certificate shall:

- (a) be in substantially the form set out in Schedule 6 (*Form of Unrestricted Global Instrument Certificate*);
- (b) in the case of a Tranche of Instruments the subject of a Final Terms, have the relevant Final Terms attached thereto;
- (c) in the case of a Tranche of Instruments the subject of a Drawdown Prospectus, have the relevant Drawdown Prospectus attached thereto;
- (d) have attached thereto or incorporated by reference therein the terms and conditions applicable thereto; and
- (e) be executed manually or in facsimile by or on behalf of SEK and authenticated manually by or on behalf of the DTC Registrar.

3.12 Each Restricted Global Instrument Certificate shall:

- (a) be in substantially the form set out in Schedule 7 (*Form of Restricted Global Instrument Certificate*);
- (b) in the case of a Tranche of Instruments the subject of a Final Terms, have the relevant Final Terms attached thereto;
- (c) in the case of a Tranche of Instruments the subject of a Drawdown Prospectus, have the relevant Drawdown Prospectus attached thereto;
- (d) have attached thereto or incorporated by reference therein the terms and conditions applicable thereto; and
- (e) be executed manually or in facsimile by or on behalf of SEK and authenticated manually by or on behalf of the DTC Registrar.

3.13 Each Unrestricted Individual Instrument Certificate shall:

- (a) be in substantially the form set out in Schedule 8 (*Form of Unrestricted Individual Instrument Certificate*);
- (b) have a unique serial number en-faced thereon;
- (c) have endorsed thereon, attached thereto or incorporated by reference therein the terms and conditions applicable thereto; and
- (d) be executed manually or in facsimile by or on behalf of SEK and authenticated manually by or on behalf of the DTC Registrar.

3.14 Each Restricted Individual Instrument Certificate shall:

- (a) be in substantially the form set out in Schedule 9 (*Form of Restricted Individual Instrument Certificate*);
- (b) have a unique serial number en-faced thereon;
- (c) have endorsed thereon, attached thereto or incorporated by reference therein the terms and conditions applicable thereto; and
- (d) be executed manually or in facsimile by or on behalf of SEK and authenticated manually by or on behalf of the DTC Registrar.

3.15 Any facsimile signature affixed to an Instrument or Instrument Certificate may be that of a person who is at the time of the creation and issue of the relevant Series or Tranche an authorised signatory for such purpose of SEK notwithstanding that such person may for any reason (including death) have ceased to be such an authorised signatory at the time at which the relevant Instrument may be delivered.

3.16 SEK shall promptly notify the Fiscal Agent and the Registrars in writing of any change in the names of the person or persons whose signatures are to be used.

#### 4. ISSUANCE OF INSTRUMENTS

4.1 Upon the conclusion of any agreement between SEK and a Dealer (or any other person or institution) for the issue by SEK and the subscription by such Dealer (or such other person or institution) of any Instruments, SEK shall, as soon as practicable but in any event not later than 3.00 p.m. (London time) three London Business Days prior to the proposed issue date therefor:

- (a) in the case of Bearer Instruments, confirm by fax or by email to newissues.london@db.com the terms of such agreement to the Fiscal Agent or, in the case of International Registered Instruments, the International Registrar (copied to the Fiscal Agent) or, in the case of DTC Registered Instruments, the DTC Registrar (copied to the Fiscal Agent);
- (b) deliver a copy of the Final Terms or Drawdown Prospectus in relation to the relevant Series to the Fiscal Agent or, as the case may be, the relevant Registrar (copied to the Fiscal Agent); and
- (c) ensure that there is delivered to (i) the Fiscal Agent, a stock of CGI Temporary Global Instruments or NGI Temporary Global Instruments (as appropriate) (in unauthenticated form (and, if applicable, uneffectuated) but executed on behalf of SEK and otherwise complete), (ii) to the International Registrar, a stock of Global International Instrument Certificates and/or Individual International Instrument Certificates as appropriate (in unauthenticated form and with the name of the registered holder left blank but executed on behalf of SEK and otherwise complete) in relation to the relevant Series or, as the case may be, (iii) to the DTC Registrar, a stock of Global Instrument Certificates and/or Individual Instrument Certificates as appropriate (in unauthenticated form and with the name of the registered holder left blank but executed on behalf of SEK and otherwise complete).

4.2 On or before the issue date in relation to each Series or Tranche and upon confirmation (which may be given by telephone, fax, letter or in person) by SEK and the relevant Dealer that the conditions specified in Clause 2.3 of the Dealership Agreement or any other conditions precedent to the issue of such Instruments agreed in the relevant subscription or underwriting agreement have been satisfied or waived in relation to such Series or Tranche, the Fiscal Agent or, as the case may be, the relevant Registrar shall authenticate and deliver to or to the order of the relevant Dealer the relevant CGI Temporary Global Instrument or NGI Temporary Global Instrument, or as the case may be, the relevant Instrument Certificates.

4.3 SEK shall, in relation to each Series of Instruments in bearer form, ensure that there is delivered to the Fiscal Agent not less than five days before the relevant CGI Temporary Global Instrument or NGI Temporary Global Instrument becomes exchangeable for the CGI Permanent Global Instrument or NGI Permanent Global Instrument (in unauthenticated (and, if applicable, uneffectuated) form but executed by SEK and otherwise complete) in relation thereto or, as the case may be, the Definitive Instruments (in unauthenticated form but executed by SEK and otherwise complete) in relation thereto. The Fiscal Agent shall authenticate and deliver such CGI Permanent Global Instrument or NGI Permanent Global Instrument or, as the case may be, Definitive Instruments in accordance with the terms of the relevant CGI

Temporary Global Instrument or NGI Temporary Global Instrument and, in the case of an NGI Permanent Global or an NGI Temporary Global Instrument, instruct the Common Safe-keeper to effectuate such NGI Temporary Global Instrument or NGI Permanent Global Instrument.

- 4.4 SEK shall, in relation to each Series of Instruments in bearer form which is represented by a CGI Permanent Global Instrument or NGI Permanent Global Instrument in relation to which an exchange notice has been given in accordance with the terms of such CGI Permanent Global Instrument or NGI Permanent Global Instrument, ensure that there is delivered to the Fiscal Agent not less than five days before the date on which such CGI Permanent Global Instrument or NGI Permanent Global Instrument becomes so exchangeable the Definitive Instruments (in unauthenticated form but executed by SEK and otherwise complete) in relation thereto. The Fiscal Agent shall authenticate and deliver such Definitive Instruments in accordance with the terms of the relevant CGI Permanent Global Instrument or an NGI Permanent Global Instrument.
- 4.5 If SEK is required to deliver Individual International Instrument Certificates pursuant to the terms of the Global International Instrument Certificate and the Conditions, SEK shall not less than five days before the date on which relevant Global International Instrument Certificate becomes exchangeable promptly arrange for a stock of Individual International Instrument Certificates, unauthenticated and with the names of the registered Holders left blank but executed on behalf of SEK and otherwise complete) to be made available to the International Registrar. The International Registrar shall authenticate and deliver such Individual International Instrument Certificate in accordance with the terms of the relevant Global International Instrument Certificate.
- 4.6 If SEK is required to deliver Individual Instrument Certificates pursuant to the terms of the Global Instrument Certificates (or either of them) and the Conditions, SEK shall not less than five days before the date on which relevant Global Instrument Certificate becomes exchangeable promptly arrange for a stock of Individual Instrument Certificates (both bearing and not bearing the Rule 144A Legend and, in either case, unauthenticated and with the names of the registered Holders left blank but executed on behalf of SEK and otherwise complete) to be made available to the DTC Registrar. The DTC Registrar shall authenticate and deliver such Individual Instrument Certificate in accordance with the terms of the relevant Global Instrument Certificate.
- 4.7 Where any Definitive Instruments with Coupons attached are to be delivered in exchange for a CGI Temporary Global Instrument, an NGI Temporary Global Instrument, an NGI Permanent Global Instrument or a CGI Permanent Global Instrument, the Fiscal Agent shall ensure that such Definitive Instruments shall have attached thereto only such Coupons as shall ensure that neither loss nor gain of interest shall accrue to the bearer thereof.
- 4.8 The Fiscal Agent or, as the case may be, the relevant Registrar shall hold in safe custody all unauthenticated CGI Temporary Global Instruments, CGI Permanent Global Instruments, NGI Temporary Global Instruments, NGI Permanent Global Instruments, Definitive Instruments and Coupons or, as the case may be, Instrument Certificates delivered to it in accordance with this Clause 4 and shall ensure that the

same are authenticated and delivered only in accordance with the terms hereof, the relevant CGI Temporary Global Instrument, the relevant CGI Permanent Global Instrument, the relevant NGI Temporary Global Instrument, the relevant NGI Permanent Global Instrument, the relevant Global International Instrument Certificates or the relevant Global Instrument Certificates, as the case may be, and the Conditions.

4.9 Subject to Clause 4.10 below, the Fiscal Agent and the relevant Registrar are authorised by SEK to authenticate such CGI Temporary Global Instrument, CGI Permanent Global Instrument, NGI Temporary Global Instrument, NGI Permanent Global Instrument, Definitive Instruments or, as the case may be, Instrument Certificates as may be required to be authenticated hereunder by the signature of any of their respective officers or any other person duly authorised for the purpose by the Fiscal Agent or, as the case may be, the relevant Registrar.

- (a) Immediately before the issue of any Global Instrument, the Fiscal Agent, or before the issue of any Global International Instrument Certificate, the International Registrar, or before the issue of any Global Instrument Certificate, the DTC Registrar, as the case may be, shall authenticate it.
- (b) Following authentication of any Global Instrument, Global International Instrument Certificate or Global Instrument Certificate, the Fiscal Agent, the International Registrar or the DTC Registrar (as the case may be), shall:
  - (i) *Medium term note settlement procedures:* in the case of a Tranche of Instruments which is not syndicated among two or more Dealers but which is intended to be cleared through a clearing system, on the local banking day immediately preceding its Issue Date deliver the Global Instrument or Global International Instrument Certificate to the relevant depositary for Euroclear and/or Clearstream, Luxembourg (which in the case of an NGI Temporary Global Instrument or an NGI Permanent Global Instrument shall be a specified Common Safe- keeper) or deliver the Global Instrument Certificate to the relevant custodian for DTC, or to the relevant depositary for such other clearing system as shall have been agreed between SEK and the Fiscal Agent together or as the case may be, the relevant Registrar and:
    - (1) instruct the clearing systems to whom (or to whose depositary or Common Safe-keeper) such Permanent Global Instrument, Temporary Global Instrument, Global International Instrument Certificate or Global Instrument Certificate has been delivered, to credit the underlying Instruments represented by such Global Instrument, Global International Instrument Certificate or Global Instrument Certificate to the securities account(s) at such clearing systems that have been notified to the Fiscal Agent or, as the case may be, the relevant Registrar by SEK, on a delivery versus payment basis or, if specifically agreed between them, on a delivery free of payment basis; and

(2) in the case of an NGI Temporary Global Instrument or an NGI Permanent Global Instrument, to effectuate such Temporary Global Instrument or Permanent Global Instrument; and

(ii) *Eurobond settlement procedures*: in the case of a Tranche of Instruments which is syndicated among two or more Dealers, at or about the time on the Issue Date specified in the Final Terms and/or Drawdown Prospectus, deliver the Global Instrument, the Global International Instrument Certificate or the Global Instrument Certificate to, or to the order of, the Relevant Dealer at such place as shall be specified in the Final Terms and/or Drawdown Prospectus or such other time, date and/or place as may have been agreed between SEK, the Relevant Dealer and the Fiscal Agent or, as the case may be, the relevant Registrar *provided that* in the case of an NGI Temporary Global Instrument or an NGI Permanent Global Instrument it must be delivered to a Common Safe-Keeper together with instructions to such Common Safe-Keeper to effectuate such Global Instrument, against the delivery to the Fiscal Agent (on behalf of SEK) of such acknowledgement of receipt as shall be agreed in writing in connection with the closing procedure for the relevant Tranche; or

(iii) *Other settlement procedures*: otherwise, at such time, on such date, deliver the Global Instrument, the Global International Instrument Certificate or the Global Instrument Certificate to such person and in such place as may have been agreed between SEK and the Fiscal Agent or, as the case may be, the relevant Registrar *provided that* in the case of an NGI Temporary Global Instrument or an NGI Permanent Global Instrument it must be delivered to a Common Safe-Keeper together with instructions to such Common Safe-Keeper to effectuate such Global Instrument.

4.10 If SEK opts to deliver to the Fiscal Agent or, as the case may be, the relevant Registrar, from time to time a Master Temporary Global Instrument, a Master Permanent Global Instrument or a Master Global Instrument Certificate, each Master Temporary Global Instrument, Master Permanent Global Instrument or Master Global Instrument Certificate, as the case may be, will be signed manually by or on behalf of SEK. A Master Temporary Global Instrument, Master Permanent Global Instrument or Master Global Instrument Certificate may be used *provided that* the person(s) whose signature(s) appear thereon were/was an authorised signatory/ies at the date of signing such Master Temporary Global Instrument, Master Permanent Global Instrument or Master Global Instrument Certificate notwithstanding that any such person may, for any reason (including death), have ceased to be such authorised signatory at the time or the creation and issue of the relevant Tranche or the issue and delivery of the relevant Instrument.

## 5. EXCHANGE

### 5.1 Exchange of CGI Temporary Global Instrument or NGI Temporary Global Instrument

(a) On each occasion on which a portion of a CGI Temporary Global Instrument or an NGI Temporary Global Instrument is exchanged for a portion of a CGI Permanent Global Instrument or an NGI Permanent Global Instrument or, as the case may be, for Definitive Instruments, the Fiscal Agent shall:

- (i) in the case of a CGI Temporary Global Instrument, note or procure that there is noted on the Schedule to the CGI Temporary Global Instrument the aggregate principal amount thereof so exchanged and the remaining principal amount of the CGI Temporary Global Instrument (which shall be the previous principal amount thereof less the aggregate principal amount so exchanged) and shall procure the signature of such notation on its behalf; and
- (ii) in the case of an NGI Temporary Global Instrument, instruct the ICSDs (in accordance with the provisions of Schedule 13 (*Duties under the Issuer-ICSDs Agreement*)) to make appropriate entries in their records to reflect the aggregate principal amount thereof so exchanged and the remaining principal amount of the NGI Temporary Global Instrument (which shall be the previous principal amount thereof less the aggregate principal amount so exchanged).

(b) The Fiscal Agent shall cancel or procure the cancellation of each Temporary Global Instrument against surrender of which full exchange has been made for a Permanent Global Instrument or Definitive Instruments or, in the case of an NGI Temporary Global Instrument, exchangeable for an NGI Permanent Global Instrument, instruct the Common Safe-keeper to destroy such NGI Temporary Global Instrument.

### 5.2 Exchange of CGI Permanent Global Instrument or NGI Permanent Global Instrument

(a) On each occasion on which a portion of CGI Permanent Global Instrument or an NGI Permanent Global Instrument is exchanged for Definitive Instruments, the Fiscal Agent shall:

- (i) in the case of a CGI Permanent Global Instrument, note or procure that there is noted on the Schedule to the CGI Permanent Global Instrument the aggregate principal amount thereof so exchanged and the remaining principal amount of the CGI Permanent Global Instrument (which shall be the previous principal amount thereof less the aggregate principal amount so exchanged) and shall procure the signature of such notation on its behalf; and
- (ii) in the case of an NGI Permanent Global Instrument, instruct the ICSDs to make appropriate entries in their records to reflect the aggregate principal amount thereof so exchanged and the remaining principal

amount of the NGI Permanent Global Instrument (which shall be the previous principal amount thereof plus the aggregate principal amount so exchanged).

(b) The Fiscal Agent shall cancel or procure the cancellation of each Permanent Global Instrument against surrender of which full exchange has been made for Definitive Instruments.

#### **5.3 Exchange of Global International Instrument Certificate for Individual International Instrument Certificate**

If any Global International Instrument Certificate becomes exchangeable for Individual International Instrument Certificates in accordance with its terms, the International Registrar shall, subject to its having received any certificates required by the terms of the relevant Global International Instrument Certificate, authenticate and deliver to each person designated by the clearing system on whose behalf such Global International Instrument Certificate is held an Individual International Instrument Certificate in accordance with the terms of this Agreement and the relevant Global International Instrument Certificate.

#### **5.4 Exchange of Global Instrument Certificate for Individual Instrument Certificate**

If any Global Instrument Certificate becomes exchangeable for Individual Instrument Certificates in accordance with its terms, the DTC Registrar shall, subject to its having received any certificates required by the terms of the relevant Global Instrument Certificate, authenticate and deliver to each person designated by the clearing system on whose behalf such Global Instrument Certificate is held an Individual Instrument Certificate in accordance with the terms of this Agreement and the relevant Global Instrument Certificate. Subject to the restrictions on transfer of DTC Registered Instruments, any Individual Instrument Certificates issued in exchange for interests in a Restricted Global Instrument Certificate shall bear the Rule 144A Legend.

#### **5.5 Election of Common Safe-Keeper**

In relation to each issue of an NGI Temporary Global Instrument or an NGI Permanent Global Instrument, SEK hereby authorises and instructs the Fiscal Agent to elect a Common Safe-keeper. From time to time, SEK and the Fiscal Agent may agree to vary this election. SEK acknowledges that in connection with the election of either of the ICSDs as Common Safe-keeper any such election is subject to the right of the ICSDs to jointly determine that the other shall act as Common Safe-keeper in relation to any such issue and agrees that no liability shall attach to the Fiscal Agent in respect of any such election made by such ICSDs.

### **6. REPLACEMENT INSTRUMENTS**

6.1 The Fiscal Agent or, as the case may be, the relevant Registrar shall, upon and in accordance with the instructions (which instructions may, without limitation, include terms as to the payment of expenses and as to evidence, security and indemnity) of SEK but not otherwise, complete, authenticate and deliver a CGI Temporary Global Instrument, CGI Permanent Global Instrument, an NGI Temporary Global Instrument,

an NGI Permanent Global Instrument, Definitive Instrument, Coupon or, as the case may be, Instrument Certificate as a replacement for any of the same which has been mutilated or defaced or which has or has been alleged to have been destroyed, stolen or lost, provided however that:

- (a) *Surrender or destruction:* no Temporary Global Instrument, Permanent Global Instrument, Definitive Instrument, Coupon, or Instrument Certificate, as the case may be, shall be delivered as a replacement for any of the same which has been mutilated or defaced otherwise than against surrender of the same or, in the case of an NGI Temporary Global Instrument or an NGI Permanent Global Instrument, appropriate confirmation of destruction from the Common Safe-keeper;
- (b) *Effectuation:* any replacement NGI Temporary Global Instrument or NGI Permanent Global Instrument shall be delivered to the Common Safe-keeper together with instructions to effectuate it; and
- (c) *Costs:* no replacement Temporary Global Instrument, Permanent Global Instrument, NGI Temporary Global Instrument, NGI Permanent Global Instrument, Definitive Instrument Coupon or, as the case may be, Instrument Certificate shall be issued until the applicant has furnished the Fiscal Agent or, as the case may be, the relevant Registrar with such evidence and indemnity as SEK and/or the Fiscal Agent or, as the case may be, the relevant Registrar may reasonably require and has paid such costs and expenses as may be incurred in connection with such replacement.

6.2 Each replacement CGI Temporary Global Instrument, CGI Permanent Global Instrument, NGI Temporary Global Instrument, NGI Permanent Global Instrument, Definitive Instrument, Coupon or Instrument Certificate delivered hereunder shall bear a unique serial number.

6.3 The Fiscal Agent or, as the case may be, the relevant Registrar shall cancel and destroy each mutilated or defaced Temporary Global Instrument, Permanent Global Instrument, NGI Temporary Global Instrument, NGI Permanent Global Instrument, Definitive Instruments, Coupon or Instrument Certificate surrendered to it and in respect of which a replacement has been delivered and shall furnish SEK with a certificate as to such destruction specifying the certificate or serial numbers (if any) of the Temporary Global Instrument, Permanent Global Instrument, Definitive Instruments (distinguishing between different denominations) or Instrument Certificates, in numerical sequence and the total number by payment or maturity date of Coupons (distinguishing Talons) so destroyed. In the case of an NGI Temporary Global Instrument or an NGI Permanent Global Instrument which has been destroyed by the Common Safe-keeper, the Fiscal Agent shall furnish SEK with a copy of the confirmation of destruction received by it from the Common Safe-keeper.

6.4 The Fiscal Agent or, as the case may be, the relevant Registrar shall notify SEK and the other Paying Agents of the delivery by it in accordance herewith of any replacement CGI Temporary Global Instrument, CGI Permanent Global Instrument, NGI Temporary Global Instrument, NGI Permanent Global Instrument, Coupon or Instrument Certificate, specifying the serial number thereof and the serial number (if any and if known) of the Instrument or Instrument Certificate which it replaces and

confirming (if such be the case) that the Instrument which it replaces has been cancelled or destroyed.

- 6.5 SEK shall ensure that the Fiscal Agent and the relevant Registrar have available to them supplies of such CGI Temporary Global Instrument, CGI Permanent Global Instrument, NGI Temporary Global Instrument, NGI Permanent Global Instrument, Definitive Instruments, Coupons and Instrument Certificates, as the case may be, as shall be necessary to the delivery of replacement Instruments under this Clause 6.
- 6.6 SEK agrees that it will, in relation to any DTC Registered Instruments which are restricted securities (as defined in Rule 144 (a)(3) under the Securities Act) and during any period in relation thereto during which it is neither subject to sections 13 or 15 (d) of the Exchange Act nor exempt from reporting pursuant to Rule 12g3-2(b) under the Exchange Act, make available on request to each of the Paying Agents and the DTC Registrar, the information specified in and meeting the requirements of Rule 144A(d)(4) under the Securities Act in order that such Paying Agent or, as the case may be, the DTC Registrar may make such information available to holders of any Instruments as contemplated in Clause 3.3(d) of the Dealership Agreement or the relevant subscription or underwriting agreement for a Tranche of Instruments.

## **7. PAYMENTS TO THE FISCAL AGENT OR THE REGISTRARS**

- 7.1 In order to provide for the payment of interest and principal or, as the case may be, redemption amount in respect of the Instruments of each Series as the same shall become due and payable, SEK shall pay to the Fiscal Agent or, as the case may be, the relevant Registrar on or before the date on which such payment becomes due an amount equal to the amount of principal, redemption amount or, as the case may be, interest (including for this purpose any amounts remaining payable in respect of uncancelled Coupons pertaining to Definitive Instruments which have been cancelled following their purchase in accordance with Condition 11 (*Redemption and Purchase*)) then becoming due in respect of such Instruments.
- 7.2 Each amount payable by SEK under Clause 7.1 shall be paid unconditionally by credit transfer in the currency in which the Instruments of the relevant Series are denominated or, if different, payable and in immediately available, freely transferable funds (and in the case of Renminbi Instruments only, not later than 12.00 p.m. (Hong Kong time)) on the relevant day to such account with such bank as the Fiscal Agent or, as the case may be, the relevant Registrar may by notice to SEK have specified for the purpose. SEK shall, before the end of (and in the case of Renminbi Instruments only, not later than 12.00 p.m. (Hong Kong time)) the second local banking day before the due date of each payment by it under Clause 7.1, procure that the bank effecting payment for it confirms by fax or authenticated SWIFT message to the Fiscal Agent the payment instructions relating to such payment. In addition, in the case of Renminbi Instruments only, the Fiscal Agent, or as the case may be, the relevant Registrar, shall, as far as reasonably practicable, provide SEK with a debt service notice in relation to the method of such payment no later than seven Business Days prior to such relevant day.

7.3 The Fiscal Agent and the Registrar shall be entitled to deal with each amount paid to them hereunder in the same manner as other amounts paid to it as a banker by its customers *provided that*:

- (a) it shall not exercise any lien, right of set-off or similar claim in respect thereof against SEK; and
- (b) it shall not be liable to any person for interest thereon.

7.4 The Fiscal Agent shall apply each amount paid to it hereunder in accordance with Clauses 8.1 and 8.3 and shall not be obliged to repay any such amount unless or until the obligation to make the relevant payment becomes void or ceases in accordance with Condition 15 (*Prescription*), in which event it shall repay to SEK such portion of such amount as relates to such payment by paying the same by credit transfer to such account with such bank as SEK may by notice to the Fiscal Agent have specified for the purpose.

7.5 Each Registrar shall apply each amount paid to it hereunder in accordance with Clauses 9.1 and 9.3 and shall not be obliged to repay any such amount unless or until the claims against SEK in respect of the relevant Registered Instruments are prescribed in accordance with Condition 15 (*Prescription*), in which event it shall repay to SEK such portion of such amount as relates to such Registered Instruments by paying the same by credit transfer to such account with such bank as SEK may by notice to such Registrar have specified for the purpose.

## **8. PAYMENTS TO HOLDERS OF BEARER INSTRUMENTS**

8.1 Each Paying Agent acting through its Specified Office shall make payments of interest, principal or, as the case may be, redemption amount in respect of Bearer Instruments in accordance with the terms and conditions applicable thereto (and, in the case of a Temporary Global Instrument or a Permanent Global Instrument, the terms thereof) Provided that:

- (a) if any Temporary Global Instrument, Permanent Global Instrument, Definitive Instrument or Coupon is presented or surrendered for payment to any Paying Agent and such Paying Agent has delivered a replacement therefor or has been notified that the same has been replaced, such Paying Agent shall forthwith notify SEK of such presentation or surrender and shall not make payment against the same until it is so instructed by SEK and has received the amount to be so paid;
- (b) a Paying Agent shall not be obliged (but shall be entitled) to make such payments:
  - (i) if it has been notified that the relevant payment confirmation has not been received, unless it is subsequently notified that such payment confirmation or payment of the amount due has been received; or
  - (ii) if it is not able to establish that the Fiscal Agent has received (whether or not at the due time) the full amount of the relevant payment due to it under Clause 7.1;

- (c) *Cancellation:* each Paying Agent shall cancel or procure the cancellation of each CGI Temporary Global Instrument, CGI Permanent Global Instrument, Definitive Instrument (in the case of early redemption, together with such unmatured Coupons as are attached to or are surrendered with it at the time of such redemption), or, as the case may be, Coupon against surrender of which (if applicable) it has made full payment and shall (if such Paying Agent is not the Fiscal Agent) deliver or procure the delivery of each CGI Temporary Global Instrument, CGI Permanent Global Instrument, Definitive Instrument (together with as aforesaid) or Coupon so cancelled by it to the Fiscal Agent. In the case of full payment in respect of an NGI Temporary Global Instrument or full payment in respect of an NGI Permanent Global Instrument, that the Fiscal Agent shall instruct the Common Safe-keeper to destroy the relevant NGI Permanent Global Instrument or the NGI Temporary Global Instrument; and
- (d) upon payment being made in respect of the Global Instrument the relevant Paying Agent shall:
  - (i) in the case of a CGI Temporary Global Instrument or a CGI Permanent Global Instrument, enter or procure that there is entered on the Schedule thereto (or, in the absence of a Schedule, on the face thereof) the amount of such payment and, in the case of payment of principal, the remaining principal amount of Instruments represented by such Global Instrument (which shall be the previous principal amount less the principal amount in respect of which payment has then been paid) and shall procure the signature of such notation on its behalf; and
  - (ii) in the case of an NGI Temporary Global Instrument or an NGI Permanent Global Instrument, instruct the ICSDs to make appropriate entries in their records to reflect the amount of such payment and, in the case of payment of principal, the remaining principal amount of Instruments represented by such Global Instrument (which shall be the previous principal amount less the principal amount in respect of which payment has then been paid).

8.2 None of the Paying Agents shall exercise any lien, right of set-off or similar claim against any person to whom it makes any payment under Clause 8.1 in respect thereof, nor shall any commission or expense be charged by it to any such person in respect thereof.

8.3 If a Paying Agent other than the Fiscal Agent makes any payment in accordance with Clause 8.1:

- (a) it shall notify the Fiscal Agent of the amount so paid by it, the serial number (if any) of the Definitive Instrument or Coupon against presentation or surrender of which payment of principal or redemption amount was made and the number of Coupons by maturity against which payment of interest was made; and
- (b) subject to and to the extent of compliance by SEK with Clause 7.1 (whether or not at the due time), the Fiscal Agent shall reimburse such Paying Agent for

the amount so paid by it by payment out of the funds received by it under Clause 7.1 of an amount equal to the amount so paid by it by paying the same by credit transfer to such account with such bank as such Paying Agent may by notice to the Fiscal Agent have specified for the purpose.

8.4 If the Fiscal Agent makes any payment in accordance with Clause 8.1, it shall be entitled to appropriate for its own account out of the funds received by it under Clause 7.1 an amount equal to the amount so paid by it.

8.5 If any Paying Agent makes a payment in respect of Bearer Instruments at a time at which the Fiscal Agent has not received the full amount of the relevant payment due to it under Clause 7.1 and the Fiscal Agent is not able, out of the funds received by it under Clause 7.1, to reimburse such Paying Agent therefor (whether by payment under Clause 8.3 or appropriation under Clause 8.4), SEK shall from time to time on demand pay to the Fiscal Agent for account of such Paying Agent:

- (a) the amount so paid out by such Paying Agent and not so reimbursed to it; and
- (b) interest on such amount from the date on which such Paying Agent made such payment until the date of reimbursement of such amount,

provided that any payment made under paragraph (a) above shall satisfy *pro tanto* SEK's obligations under Clause 7.1.

8.6 Interest shall accrue for the purpose of paragraph (b) of Clause 8.5 (as well after as before judgment) on the basis of a year of 360 days and the actual number of days elapsed and at the rate per annum which is the aggregate of one per cent. per annum and the rate per annum specified by the Fiscal Agent as reflecting its cost of funds for the time being in relation to the unpaid amount.

8.7 If at any time and for any reason a Paying Agent makes a partial payment in respect of any CGI Temporary Global Instrument, CGI Permanent Global Instrument, NGI Temporary Global Instrument or NGI Permanent Global Instrument, Definitive Instrument or Coupon surrendered for payment to it, such Paying Agent shall:

- (a) in the case of a CGI Temporary Global Instrument, CGI Permanent Global Instrument, Definitive Instrument or Coupon endorse thereon a statement indicating the amount and date of such payment; and
- (b) in the case of an NGI Temporary Global Instrument or an NGI Permanent Global Instrument, instruct the ICSDs (in accordance with the provisions of Schedule 13 (*Duties under the Issuer-ICSDs Agreement*))) to make appropriate entries in their respective records to reflect such partial payments.

## **9. PAYMENTS TO HOLDERS OF REGISTERED INSTRUMENTS**

9.1 The relevant Registrar acting through its Specified Office shall make payments of interest, principal or, as the case may be, redemption amount in respect of Registered Instruments in accordance with the Conditions applicable thereto *provided that* the relevant Registrar shall not be obliged (but shall be entitled) to make such payments if it is not able to establish that it has received (whether or not at the due time) the full amount of the relevant payment due to it under Clause 7.1.

9.2 None of the Registrars shall exercise any lien, right of set-off or similar claim against any person to whom they make any payment under Clause 9.1 in respect thereof, nor shall any commission or expense be charged by it to any such person in respect thereof.

9.3 If the Registrar makes any payment in accordance with Clause 9.1, it shall be entitled to appropriate for its own account out of the funds received by it under Clause 7.1 an amount equal to the amount so paid by it.

9.4 If the Registrar makes a payment in respect of Registered Instruments at a time at which it has not received the full amount of the relevant payment due to it under Clause 7.1 and is not able, out of funds received by it under Clause 7.1, to reimburse itself therefor by appropriation under Clause 9.3, SEK shall from time to time on demand pay to such Registrar for its own account:

- (a) the amount so paid out by such Registrar and not so reimbursed to it; and
- (b) interest on such amount from the date on which such Registrar made such payment until the date of reimbursement of such amount,

provided that any payment made under paragraph (a) above shall satisfy *pro tanto* SEK's obligations under Clause 7.1.

9.5 Interest shall accrue for the purpose of paragraph (b) of Clause 9.4 (as well after as before judgment) on the basis of a year of 360 days and the actual number of days elapsed and at the rate per annum which is the aggregate of one per cent. per annum and the rate per annum specified by the relevant Registrar as reflecting its cost of funds for the time being in relation to the unpaid amount.

## **10. MISCELLANEOUS DUTIES OF THE FISCAL AGENT AND THE PAYING AGENTS**

10.1 The Fiscal Agent shall:

- (a) maintain a record of all Temporary Global Instrument, Permanent Global Instrument, Definitive Instruments and Coupons delivered hereunder and of their redemption, payment, cancellation, mutilation, defacement, alleged destruction, theft or loss or replacement provided that no record need be maintained of the serial numbers of Coupons save insofar as that a record shall be maintained of the serial numbers of unmatured Coupons missing at the time of redemption or other cancellation of the relevant Definitive Instruments and of any subsequent payments against such Coupons;
- (b) maintain a record of all certifications received by it in accordance with the provisions of any Temporary Global Instrument;
- (c) in relation to each series of Bearer Instruments, the terms and conditions applicable to which provide that the rate of interest or any calculation applicable thereto shall be determined by the Fiscal Agent, determine such rate of interest or make such calculation from time to time on the basis therein and take all such actions as may to it seem reasonably incidental thereto including,

without limitation, the notification of all rates and amounts so determined and the maintenance of all appropriate records;

- (d) make such records available for inspection at all reasonable times by SEK and the other Paying Agents; and
- (e) procure that in respect of each Series of Instruments issued as NGIs, maintains a record of all NGI Temporary Global Instrument and NGI Permanent Global Instrument delivered hereunder and of their redemption, payment, exchange, cancellation, mutilation, defacement, alleged destruction, theft or loss or replacement thereof.

10.2 The Paying Agents shall make available to the Fiscal Agent such information as may reasonably be required for (i) the maintenance of the records referred to in Clause 10.1 and (ii) the Fiscal Agent to perform the duties set out in Schedule 13 (*Duties under the Issuer-ICSDs Agreement*).

10.3 SEK may from time to time deliver to the Fiscal Agent Definitive Instruments and unmatured Coupons appertaining thereto for cancellation, whereupon the Fiscal Agent shall cancel such Definitive Instruments and Coupons. In addition, SEK may from time to time:

- (a) procure the delivery to the Fiscal Agent of a CGI Temporary Global Instrument or a CGI Permanent Global Instrument with instructions to cancel a specified aggregate principal amount of Instruments represented thereby (which instructions shall be accompanied by evidence satisfactory to the Fiscal Agent that SEK is entitled to give such instructions) whereupon the Fiscal Agent shall note or procure that there is noted on the Schedule to such CGI Temporary Global Instrument or (as the case may be) CGI Permanent Global Instrument the aggregate principal amount of Instruments so to be cancelled and the remaining principal amount thereof (which shall be the previous principal amount thereof less the aggregate principal amount of the Instruments so cancelled) and shall procure the signature of such notation on its behalf; and/or
- (b) instruct the Fiscal Agent to cancel a specified aggregate principal amount of Instruments represented by an NGI Temporary Global Instrument or an NGI Permanent Global Instrument (which instructions shall be accompanied by evidence satisfactory to the Fiscal Agent that SEK is entitled to give such instructions) whereupon the Fiscal Agent shall instruct the ICSDs (in accordance with the provisions of Schedule 13 (*Duties under the Issuer-ICSDs Agreement*)) to make appropriate entries in their respective records to reflect such cancellation.

10.4 As soon as practicable (and in any event within three months) after each interest payment date in relation to any Series of Bearer Instruments, after each date on which Instruments are cancelled in accordance with Clause 10.3, and after each date on which the Instruments fall due for redemption, the Fiscal Agent shall notify SEK and the other Paying Agents (on the basis of the information available to it) of the number of any Definitive Instruments or Coupons against surrender of which payment has

been made and of the number of any Definitive Instruments or, as the case may be, Coupons which have not yet been surrendered for payment.

- 10.5 The Fiscal Agent shall, upon and in accordance with the instructions of SEK but not otherwise, arrange for the publication in accordance with Condition 20 (*Notices*) of any notice which is to be given to the holders of any Bearer Instruments and shall supply a copy thereof to each other Paying Agent.
- 10.6 The Fiscal Agent may destroy each Definitive Instrument or Coupon delivered to or cancelled by it in accordance with paragraph (c) of Clause 8.1 or delivered to and cancelled by it in accordance with Clause 10.3, in which case it shall (within 3 months of such destruction) furnish SEK with a certificate as to such destruction and specifying the serial numbers of the Definitive Instruments or Coupons in numerical sequence (and containing particulars of any unmatured Coupons attached thereto or surrendered therewith) and the total number by payment or maturity date of Coupons so destroyed.
- 10.7 The Fiscal Agent may procure that the Common Safe-keeper destroys each NGI Temporary Global Instrument and NGI Permanent Global Instrument in accordance with Clause 5.1, Clause 6.3, or Clause 8.1, and, in which case, upon receipt of confirmation of destruction from the Common Safe-keeper, the Fiscal Agent shall furnish SEK with a copy of such confirmation following receipt of confirmation from the Common Safe-keeper that a relevant Global Instrument has been effectuated, destroy each NGI Temporary Global Instrument and each NGI Permanent Global Instrument retained by it following authentication of the Global Instrument by the Fiscal Agent and delivery by electronic means of the authenticated Global Instrument to the Common Safe-keeper for effectuation.
- 10.8 Each Paying Agent shall, at the request of the holder of any Bearer Instrument issue voting certificates and block voting instructions in a form and manner which comply with the provisions of Schedule 10 (*Provisions for meetings of Holders of Instruments*) (except that it shall not be required to issue the same less than forty-eight hours before the time fixed for any meeting therein provided for). Each Paying Agent shall keep a full record of voting certificates and block voting instructions issued by it and will give to SEK not less than twenty-four hours before the time appointed for any meeting or adjourned meeting full particulars of all voting certificates and block voting instructions issued by it in respect of such meeting or adjourned meeting.
- 10.9 The Fiscal Agent shall make available for inspection during office hours at its Specified Office copies of this Agreement and the Deed of Covenant.
- 10.10 The Fiscal Agent shall (on behalf of SEK) make all necessary notifications and filings as may be required from time to time in relation to the issue, purchase and redemption of the Instruments by all applicable laws, regulations and guidelines and, in particular but without limitation, those promulgated by, Japanese governmental or regulatory authorities, in the case of Instruments denominated in or linked to Japanese Yen. Save as aforesaid, SEK shall be solely responsible for ensuring that each Instrument to be issued or other transactions to be effected hereunder shall comply with all applicable laws and regulations of any governmental or other regulatory authority and that all necessary consents and approvals of, notifications to and registrations and

filings with, any such authority in connection therewith are effected, obtained and maintained in full force and effect.

- 10.11 Each Paying Agent shall severally indemnify SEK against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees and any applicable value added tax) which it may incur, otherwise than by reason of its own negligence or wilful misconduct, as a result or arising out of or in relation to any breach by such Paying Agent of the terms of this Agreement.
- 10.12 The Fiscal Agent agrees with SEK that it will notify the relevant Dealers of the completion of distribution of the Instruments of any series which are sold to or through more than one Dealer as contemplated in Schedule 1 (*Selling Restrictions*) to the Dealership Agreement.
- 10.13 The Fiscal Agent shall immediately notify (i) SEK of any notice delivered to it by Euroclear and/or Clearstream, Luxembourg; and (ii) Euroclear and/or Clearstream, Luxembourg of any relevant notice delivered to it by SEK.
- 10.14 The Fiscal Agent shall comply with the provisions set out in Schedule 13 (*Duties under the Issuer-ICSDs Agreement*).

## **11. MISCELLANEOUS DUTIES OF THE REGISTRAR**

- 11.1 Each Registrar shall maintain in relation to each Series or Tranche of Registered Instruments in relation to which it is appointed as registrar a register (each a “**Register**”), which shall be kept in accordance with the terms and conditions applicable to such Series or Tranche of Registered Instruments and the regulations referred to in Clause 11.2. Each Register shall show the aggregate principal amount and date of issue of the relevant Series of Registered Instruments, the names and addresses of the initial holders thereof and the dates of all transfer to, the names and addresses of, all subsequent holders thereof and all cancellations and replacements of any Instrument Certificates. The relevant Registrar shall further, in relation to each Series or Tranche of Registered Instruments the terms and conditions applicable to which provide that the rate of interest applicable thereto shall be determined by such Registrar, determine such rate of interest from time to time on the basis therein provided and take all such action as may to it seem reasonably incidental thereto including, without limitation, the notification of all rates and amounts so determined and the maintenance of all appropriate records. Each Registrar shall make each Register and all such records in respect of which it has been appointed available for inspection at all reasonable times by SEK.
- 11.2 The relevant Registrar shall by the issue of new Instrument Certificates, the cancellation of old Instrument Certificates and the making of entries in the relevant Register give effect to transfers of Registered Instruments in accordance with the terms and conditions applicable thereto and in accordance with such regulations concerning the transfer of Registered Instruments as may from time to time be promulgated by SEK. The initial regulations in relation to the transfer of Instrument Certificates are set out in Schedule 11 (*Regulations concerning transfer of Registered Instruments*).

11.3 If the Transfer Agent receives requests for the transfer of International Registered Instruments in accordance with the Conditions and the regulations referred to in Clause 11.2 above, it shall assist, if required, in the issue of new International Instrument Certificates to give effect to such transfers and, in particular, upon any such request being duly made, shall promptly notify the International Registrar of:

- (a) the aggregate principal amount of the International Registered Instruments to be transferred;
- (b) the name(s) and addresses to be entered on the Register of the Holder(s) of the new International Instrument Certificate(s) to be issued in order to give effect to such transfer; and
- (c) the place and manner of delivery of the new International Instrument Certificate(s) to be delivered in respect of such transfer,

and shall forward the International Instrument Certificate(s) relating to the International Registered Instruments to be transferred (with the relevant form(s) of transfer duly completed) to the International Registrar with such notification.

11.4 If the DTC Transfer Agent receives requests for the transfer of DTC Registered Instruments in accordance with the Conditions and the regulations referred to in Clause 11.2 above, it shall assist, if required, in the issue of new DTC Instrument Certificates to give effect to such transfers and, in particular, upon any such request being duly made, shall promptly notify the DTC Registrar of:

- (a) the aggregate principal amount of the DTC Registered Instruments to be transferred;
- (b) the name(s) and addresses to be entered on the Register of the Holder(s) of the new DTC Instrument Certificate(s) to be issued in order to give effect to such transfer; and
- (c) the place and manner of delivery of the new DTC Instrument Certificate(s) to be delivered in respect of such transfer,

and shall forward the DTC Instrument Certificate(s) relating to the DTC Registered Instruments to be transferred (with the relevant form(s) of transfer duly completed) to the DTC Registrar with such notification.

11.5 The DTC Transfer Agent shall receive requests for the exchange of interests in the Unrestricted Global Instrument Certificate for interests in the Restricted Global Instrument Certificate and for the exchange of interests in the Restricted Global Instrument Certificate for interests in the Unrestricted Global Instrument Certificate and, upon any such request being duly made in accordance with the terms of this Agreement and the relevant Global Instrument Certificate, shall promptly notify the DTC Registrar of the principal amount of DTC Registered Instruments to be so exchanged and send to the DTC Registrar a copy of any certificate received by it in connection with such request for exchange.

11.6 The DTC Registrar shall receive requests for the exchange of interests in the Unrestricted Global Instrument Certificate for interests in the Restricted Global

Instrument Certificate and for the exchange of interests in the Restricted Global Instrument Certificate for interests in the Unrestricted Global Instrument Certificate and, subject to the DTC Registrar having received all information and certificates required by this Agreement and the relevant Global Instrument Certificate, the DTC Registrar shall give effect to such requests in accordance with the terms of the relevant Global Instrument Certificate by making appropriate adjustments to the records maintained by it and shall procure that appropriate entries are made in the records of the DTC Custodian so as to reflect such adjustments.

- 11.7 SEK may from time to time deliver to the relevant Registrar Instrument Certificates representing the relevant Registered Instruments of which it is the holder for cancellation, whereupon such Registrar shall cancel the same and shall make the corresponding entries in the relevant Register.
- 11.8 As soon as practicable (and in any event within three months) after each date on which Registered Instruments fall due for redemption, the relevant Registrar shall notify SEK of the number of any Registered Instruments under which payment has been made and of the number of any Registered Instruments (and the names and addresses of the holders thereof) under which payment has not yet been applied for.
- 11.9 The relevant Registrar shall, upon and in accordance with the instructions of SEK but not otherwise, arrange for the publication in accordance with Condition 20 (*Notices*) of any notice which is to be given to the holders of Registered Instruments.
- 11.10 SEK shall ensure that the relevant Registrar has available to it supplies of such Instrument Certificates as shall be necessary in connection with the transfer of Registered Instruments under this Clause 11.
- 11.11 The relevant Registrar shall, at the request of the holder of any Registered Instrument, issue voting certificates and block voting instructions in a form and manner which comply with the provisions of Schedule 10 (*Provisions for meetings of Holders of Instruments*) (except that it shall not be required to issue the same less than forty-eight hours before the time fixed for any meeting therein provided for). The relevant Registrar shall keep a full record of voting certificates and block voting instructions issued by it and will give to SEK not less than twenty-four hours before the time appointed for any meeting or adjourned meeting, full particulars of all voting certificates and block voting instructions issued by it in respect of such meeting or adjourned meeting.
- 11.12 Each Registrar shall make available during office hours at its specified office copies of this Agreement.
- 11.13 Each Registrar shall make all relevant and necessary notifications and filings to and with the Ministry of Finance in Japan or other relevant governmental or regulatory authority.
- 11.14 Each Registrar shall indemnify SEK against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees and any applicable value added tax) which it may incur, otherwise than by reason of its own negligence or wilful misconduct, as a result or arising out of or in relation to any breach by the relevant Registrar of the terms of this Agreement.

## 12. APPOINTMENT AND DUTIES OF THE CALCULATION AGENT

12.1 SEK appoints the Fiscal Agent at its specified office as Calculation Agent in relation to any Series of Instruments in respect of which it agrees to be named as such in the relevant Final Terms or Drawdown Prospectus (for avoidance of doubt, such Instruments expected to be Fixed Rate and/or Floating Rate Instruments only), for the purposes specified in this Agreement and in the Conditions and all matters incidental thereto. For all other Series of Instruments where a Calculation Agent is required, an appointment will be made by SEK pursuant to the pro-forma Master Calculation Agency Agreement contained in Schedule 7 (*Pro Forma Master Calculation Agency Agreement*) of the Dealership Agreement.

12.2 The Fiscal Agent accepts its appointment as Calculation Agent in relation to each Series of Instruments in respect of which no other person is named as such in the relevant Final Terms or Drawdown Prospectus or appointed by SEK to act as the Calculation Agent, as the case may be and shall perform all matters expressed to be performed by it in, and otherwise comply with, the Conditions and the provisions of this Agreement and, in connection therewith, shall take all such action as may be incidental thereto. The Fiscal Agent acknowledges and agrees that it shall be the Calculation Agent in respect of each Series of Instruments unless the Dealer (or one of the Dealers) through whom such Instruments are issued has agreed with the SEK to act as Calculation Agent unless SEK otherwise agrees to appoint another institution as Calculation Agent.

12.3 The Calculation Agent shall, in respect of each Series of Instruments in relation to which it is appointed as such:

- (a) obtain such quotes and rates and/or make such determinations, calculations, adjustments, notifications and publications as may be required to be made by it by the Conditions at the times and otherwise in accordance with the Conditions and the Final Terms or Drawdown Prospectus, as the case may be;
- (b) without delay, inform SEK of such quotes, rates, determinations, calculations, adjustments, notifications and publications; and
- (c) maintain a record of all quotations obtained by it and of all amounts, rates and other items determined or calculated by it and make such records available for inspection at all reasonable times by SEK and the Paying Agents.

12.4 The Calculation Agent's obligations under Clause 12.3 above shall only be deemed to be discharged once it has received confirmation from SEK that such notification has been received and that any quotes, rates, determinations, calculations, adjustments, notifications and publications are accepted by SEK.

12.5 The Calculation Agent indemnifies SEK against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees and any applicable value added tax) which SEK may incur, otherwise than by reason of SEK's own negligence or wilful misconduct, as a result or arising out of or in relation to any breach by the Calculation Agent of the terms of this Agreement.

### **13. FEES AND EXPENSES**

13.1 SEK shall pay to the Fiscal Agent for account of the Paying Agents such fees as may have been agreed between SEK and the Fiscal Agent in respect of the services of the Paying Agents hereunder (plus any applicable value added tax). SEK shall pay to each of the Registrars for its own account such fees as may have been agreed between SEK and the Registrar in respect of the services of the Registrars hereunder (plus any applicable value added tax).

13.2 SEK shall on demand reimburse the Fiscal Agent, each Registrar and each Paying Agent for all expenses (including, without limitation legal fees and any publication, advertising, communication, courier, postage and other out-of-pocket expenses) properly incurred in connection with its services hereunder (plus any applicable value added tax).

13.3 SEK shall pay all stamp, registration and other taxes and duties (including any interest and penalties thereon or in connection therewith) which may be payable upon or in connection with the execution and delivery of this Agreement, and shall indemnify each Paying Agent and each Registrar against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees and any applicable value added tax) which it may incur as a result or arising out of or in relation to any failure to pay or delay in paying any of the same.

### **14. TERMS OF APPOINTMENT**

14.1 Each of the Paying Agents and each of the Registrars may, in connection with its services hereunder:

- (a) (in the case of Bearer Instruments only) except as ordered by a court of competent jurisdiction or as required by law and notwithstanding any notice to the contrary or any memorandum thereon, treat the holder of any Instrument as the absolute owner thereof and make payments thereon accordingly;
- (b) assume that the terms of each Instrument as issued are correct;
- (c) refer any question relating to the ownership of any Instrument or the adequacy or sufficiency of any evidence supplied in connection with the replacement of any Instrument to SEK for determination by SEK and rely upon any determination so made;
- (d) rely upon the terms of any notice, communication or other document reasonably believed by it to be genuine; and
- (e) after consultation with SEK engage and pay for the advice or services of any lawyers or other experts whose advice or services may to it seem necessary and rely upon any advice so obtained (and such Paying Agent or, as the case may be, such Registrar shall be protected and shall incur no liability as against SEK in respect of any action taken, or suffered to be taken, in accordance with such advice and in good faith).

14.2 Notwithstanding anything to the contrary expressed or implied herein or in the terms and conditions applicable to any Instruments, none of the Paying Agents, the

Calculation Agent nor the Registrar shall in connection with their services hereunder, be under any fiduciary duty towards any person other than SEK, be responsible for or liable in respect of the authorisation, validity or legality of any Instrument issued or paid by it hereunder or any act or omission of any other person (including, without limitation, any other party hereto) or be under any obligation towards any person other than SEK and, in the case of the Paying Agents the other Paying Agents. The obligations of the Paying Agents and each of the Registrars are several and not joint.

- 14.3 Each Paying Agent and each Registrar may subscribe, purchase, hold and dispose of Instruments and may enter into any transaction (including, without limitation, any depository, trust or agency transaction) with any holders or owners of any Instruments or with any other party hereto in the same manner as if it had not been appointed as the agent of SEK in relation to the Instruments.
- 14.4 SEK shall indemnify each Paying Agent and each Registrar against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees and any applicable value added tax) which it may incur, other than such costs and expenses as are separately agreed to be reimbursed out of the fees payable under Clause 13.1 and otherwise than by reason of its own negligence or wilful misconduct, as a result or arising out of or in relation to its acting as the agent of SEK in relation to the Instruments.
- 14.5 The Calculation Agent indemnifies SEK against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees and any applicable value added tax) which it may incur, otherwise than by reason of its own negligence or wilful misconduct, as a result or arising out of or in relation to any breach by the Calculation Agent of the terms of this Agreement.
- 14.6 The indemnities contained in Clauses 10.11, 11.14, 12.5, 13.3, 14.4 and 14.5 shall survive the termination of this Agreement.
- 14.7 In order to comply with the laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including, without limitation, those relating to the funding of terrorist activities and money laundering, including Section 326 of the USA PATRIOT Act of the United States (“**Applicable Law**”), the DTC Registrar is required to obtain, verify, record and update certain information relating to individuals and entities which maintain a business relationship with the DTC Registrar. Accordingly, each of the parties agree to provide to the DTC Registrar, upon their request from time to time such identifying information and documentation as may be available for such party in order to enable the DTC Registrar to comply with Applicable Law.
- 14.8 All notices provided under this Agreement to each of the Paying Agents, the Transfer Agent, the DTC Transfer Agent or the Holders shall be in the English language.

## 15. CHANGES IN AGENTS

15.1 Any Paying Agent or any Registrar may resign its appointment as the agent of SEK in relation to the Instruments upon the expiration of not less than thirty days' notice to that effect by such Paying Agent or, as the case may be, such Registrar to SEK (with a copy, if necessary, to the Fiscal Agent) *provided that:*

- (a) any such notice which would otherwise expire within thirty days before or after the maturity date of any series of Instruments or any interest payment date in relation to any series of Instruments shall be deemed, in relation to such Series only, to expire on the thirtieth day following such date; and
- (b) in the case of (i) the Fiscal Agent, (ii) the only remaining Paying Agent, (iii) the Registrar with its specified office outside the United Kingdom, (iv) so long as any Instruments are admitted to listing on the official list and to trading on the regulated market of the Luxembourg Stock Exchange, the Paying Agent or Registrar with its specified office in Luxembourg (if so required by the listing rules of the Luxembourg Stock Exchange), or (v) so long as any Instruments are admitted to trading, listing and/or quotation by any stock exchange, listing authority and/or quotation system, the Paying Agent or Registrar with its specified office in a major city in the jurisdiction in which such stock exchange, listing authority and/or quotation system operates (if so required by the rules of such stock exchange, listing authority and/or quotation system), such resignation shall not be effective until a successor thereto as the agent of SEK in relation to the Instruments has been appointed by SEK or in accordance with Clause 15.5 and notice of such appointment has been given in accordance with Condition 20 (*Notices*).

15.2 SEK may revoke its appointment of any Paying Agent or Registrar as its agent in relation to the Instruments by not less than thirty days' notice to that effect to such Paying Agent or, as the case may be, such Registrar *provided that*, in the case of the Fiscal Agent, the only remaining Paying Agent or Registrar with its specified office outside the United Kingdom, so long as any Instruments are admitted to listing on the official list and to trading on the regulated market of the Luxembourg Stock Exchange, the Paying Agent or Registrar with its specified office in Luxembourg (if so required by the listing rules of the Luxembourg Stock Exchange), or so long as any instruments are admitted to trading, listing and/or quotation by any stock exchange, listing authority and/or quotation system, the Paying Agent or Registrar with its specified office in a major city in the jurisdiction in which such stock exchange, listing authority and/or quotation system operates (if so required by the rules of such stock exchange, listing authority and/or quotation system), such revocation shall not be effective until a successor thereto as the agent of SEK in relation to the Instruments has been appointed by SEK and notice of such appointment has been given in accordance with Condition 20 (*Notices*).

15.3 The appointment of any Paying Agent or Registrar as the agent of SEK in relation to the Instruments shall terminate forthwith if any of the following events or circumstances shall occur or arise, namely: such Paying Agent or, as the case may be, Registrar becomes incapable of acting; such Paying Agent or, as the case may be, Registrar is adjudged bankrupt or insolvent; such Paying Agent or, as the case may be, Registrar files a voluntary petition in bankruptcy or makes an assignment for the

benefit of its creditors or consents to the appointment of a receiver, administrator or other similar official of all or any substantial part of its property or admits in writing its inability to pay or meet its debts as they mature or suspends payment thereof; a resolution is passed or an order is made for the winding-up or dissolution of such Paying Agent or, as the case may be, Registrar; a receiver, administrator or other similar official of such Paying Agent or, as the case may be, Registrar or of all or any substantial part of its property is appointed; an order of any court is entered approving any petition filed by or against such Paying Agent or, as the case may be, Registrar under the provisions of any applicable bankruptcy or insolvency law; or any public officer takes charge or control of such Paying Agent or, as the case may be, Registrar or of its property or affairs for the purpose of rehabilitation, conservation or liquidation.

15.4 SEK may appoint substitute or additional agents in relation to the Instruments and shall forthwith notify the other parties hereto thereof, whereupon the parties hereto and such substitute or additional agent shall thereafter have the same rights and obligations among them as would have been the case had they then entered into an agreement in the form *mutatis mutandis* of this Agreement.

15.5 If any Paying Agent or Registrar gives notice of its resignation in accordance with Clause 15.1 and by the tenth day before the expiration of such notice a successor to such Paying Agent or, as the case may be, Registrar as the agent of SEK in relation to the Instruments has not been appointed by SEK, such Paying Agent or, as the case may be, Registrar may itself, following such consultation with SEK as may be practicable in the circumstances, appoint as its successor any reputable and experienced bank or financial institution and give notice of such appointment in accordance with Condition 20 (*Notices*), whereupon the parties hereto and such successor agent shall thereafter have the same rights and obligations among them as would have been the case had they then entered into an agreement in the form *mutatis mutandis* of this Agreement.

15.6 Upon any resignation or revocation becoming effective under this Clause 15, the relevant Paying Agent or, as the case may be, Registrar shall:

- (a) be released and discharged from its obligations under this Agreement (save that it shall remain entitled to the benefit of and subject to the provisions of Clause 13.3, Clause 14 and this Clause 15);
- (b) repay to SEK such part of any fee paid to it in accordance with Clause 13.1 as shall relate to any period thereafter;
- (c) in the case of the Fiscal Agent, deliver to SEK and to its successor a copy, certified as true and up-to-date by an officer of the Fiscal Agent, of the records maintained by it in accordance with Clause 10;
- (d) in the case of a Registrar, deliver to SEK and to its successor a copy, certified as true and up-to-date by an officer of the relevant Registrar, of each of the Registers and other records maintained by it in accordance with Clause 11; and

(e) forthwith (upon payment to it of any amount due to it in accordance with Clause 13 or Clause 14.4) transfer all moneys and papers (including any unissued Temporary Global Instrument, Definitive Instruments, Permanent Global Instrument, Definitive Instruments, Coupons or Instrument Certificate held by it hereunder) to its successor in that capacity and, upon appropriate notice, provide reasonable assistance to such successor for the discharge by it of its duties and responsibilities hereunder.

15.7 Any corporation into which any Paying Agent or Registrar may be merged or converted, any corporation with which any Paying Agent or Registrar may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which any Paying Agent or Registrar shall be a party, shall, to the extent permitted by applicable law, be the successor to such Paying Agent or, as the case may be, Registrar as agent of SEK in relation to the Instruments without any further formality, whereupon the parties hereto and such successor agent shall thereafter have the same rights and obligations among them as would have been the case had they then entered into an agreement in the form *mutatis mutandis* of this Agreement. Notice of any such merger, conversion or consolidation shall forthwith be given by such successor to SEK and the other parties hereto.

## 16. TIME

Any date or period specified herein may be postponed or extended by mutual agreement among the parties but, as regards any date or period originally fixed or so postponed or extended, time shall be of the essence.

## 17. NOTICES

All notices and communications hereunder shall be made in writing (by letter, e-mail or fax), shall be effective upon receipt by the addressee and shall be sent as follows:

(a) if to SEK to it at:

Address: Klarabergsviadukten 61-63  
P.O. Box 194  
SE-101 23 Stockholm  
Sweden

Fax: +46 8 411 4813  
E-mail: LCM@sek.se

Attention: Back Office

(b) if to a Paying Agent or Registrar, to it at the address, e-mail or fax number specified against its name in Schedule 12 (*The Specified Offices of the Paying Agents and the Registrar*) (or, in the case of a Paying Agent or Registrar not originally a party hereto, specified by notice to the other parties hereto at or about the time of its appointment as the agent of SEK in relation to the Instruments) for the attention of the person or department therein specified (or as aforesaid),

or, in any case, to such other address, e-mail or fax number or for the attention of such other person or department as the addressee has by prior notice to the sender specified for the purpose.

## **18. LAW AND JURISDICTION**

- 18.1 This Agreement and all non-contractual obligations arising out of or in connection with it are governed by English law.
- 18.2 The courts of England have exclusive jurisdiction to settle any dispute (a “**Dispute**”), arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) or the consequences of its nullity.
- 18.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary.
- 18.4 Clause 18.2 is for the benefit of the Paying Agents and Registrar only. As a result, nothing in this Clause 18 prevents the Paying Agents or Registrar from taking proceedings relating to a Dispute (“**Proceedings**”) in any other courts with jurisdiction. To the extent allowed by law, the Paying Agents and the Registrar may take concurrent Proceedings in any number of jurisdictions.
- 18.5 SEK agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to The Trade Commissioner for the time being at Business Sweden - The Swedish Trade and Invest Council, 5 Upper Montagu Street, London, W1H 2AG (or its other address in England from time to time). If the appointment of the person mentioned in this Clause ceases to be effective, SEK shall forthwith appoint a further person in England to accept service of process on its behalf in England and notify the name and address of such person to each Paying Agent and the Registrar, and failing such appointment within fifteen days, any Paying Agent or any Registrar shall be entitled to appoint such a person by notice to SEK. Nothing contained herein shall affect the right to serve process in any other manner permitted by law. This Clause applies to Proceedings in England and to Proceedings elsewhere.

## **19. MODIFICATION**

For the avoidance of doubt, this Agreement may be amended by further agreement among the parties hereto and without the consent of the holders of any of the Instruments.

## **20. RIGHTS OF THIRD PARTIES**

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

## **21. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, and thus has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

**AS WITNESS** the hands of the duly authorised representatives of the parties hereto the day and year first before written.

**SCHEDULE 1**  
**FORM OF TEMPORARY GLOBAL INSTRUMENT**

[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.] (1)

THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR ANY APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE TERMS OF THE SECURITY AND PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT. UNTIL THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER THE COMPLETION OF THE DISTRIBUTION OF ALL THE GLOBAL INSTRUMENTS OF THE TRANCHE OF WHICH THIS GLOBAL INSTRUMENT FORMS PART, SALES MAY NOT BE MADE IN THE UNITED STATES OR TO U.S. PERSONS UNLESS MADE (I) PURSUANT TO RULE 903 OR 904 OR REGULATIONS UNDER THE SECURITIES ACT OR (II) TO QUALIFIED INSTITUTIONAL BUYERS AS DEFINED IN, AND IN TRANSACTIONS PURSUANT TO, RULE 144A UNDER THE SECURITIES ACT.

**AB SVENSK EXPORTKREDIT (publ)**  
(*incorporated in the Kingdom of Sweden with limited liability*)

**TEMPORARY GLOBAL INSTRUMENT**

representing up to  
[*Aggregate principal amount of Series*]  
[*Title of Instruments*]

This Temporary Global Instrument is issued in respect of an issue of [*aggregate principal amount of Series*] in aggregate principal amount of [*title of Instruments*] (the “**Instruments**”) by **AB SVENSK EXPORTKREDIT (publ)** (“**SEK**”). The Instruments are described in the [final terms (the “**Final Terms**”)/pricing supplement (the “**Pricing Supplement**”)/drawdown prospectus (“**Drawdown Prospectus**”)], a copy of which is annexed hereto. If a Pricing Supplement or Drawdown Prospectus is annexed hereto, each reference in this Temporary Global Instrument to “Final Terms” shall be read and construed as a reference to the final terms of the Instruments set out in such Pricing Supplement or Drawdown Prospectus, unless the context requires otherwise.

SEK for value received promises, all in accordance with the terms and conditions [attached hereto/set out in the base prospectus prepared by SEK and dated 30 March 2017 (as amended, supplemented or replaced) and the final terms prepared in relation to the Instruments and set out in the relevant [Final Terms/Pricing Supplement/Drawdown Prospectus]] attached hereto (the “**Conditions**”) to pay to the bearer upon surrender hereof on [*maturity date*] or on such earlier date as the same may become payable in accordance therewith the principal sum of

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(1) Legend to appear on every Instrument with a maturity of more than one year.

[*denomination in words and numerals*] or such other redemption amount as may be specified therein [and to pay in arrear on the dates specified therein interest on such principal amount at the rate or rates specified therein together with any additional amounts payable in accordance with the Conditions], and in the case of convertible or exchangeable Instruments, to deliver or procure the delivery of any securities requested to be delivered on redemption pursuant to the terms and conditions and the final terms prepared in relation to the Instruments, all subject to the Conditions.

Except as specified herein, the bearer of this Temporary Global Instrument is entitled to the benefit of the same obligations on the part of SEK as if such bearer were the bearer of the Instruments represented hereby, and all payments under and to the bearer of this Temporary Global Instrument shall be valid and effective to satisfy and discharge the corresponding liabilities of SEK in respect of the Instruments.

Words and expressions defined in the Conditions shall have the same meanings when used in this Temporary Global Instrument except where the context requires otherwise or unless otherwise stated.

This Temporary Global Instrument is exchangeable in whole or in part for a permanent global instrument (the “**Permanent Global Instrument**”) representing the Instruments and in substantially the form (subject to completion) set out in Schedule 2 to a fiscal agency agreement dated 30 March 2017 (as amended or supplemented from time to time, the “**Fiscal Agency Agreement**”) and made between SEK and Deutsche Bank AG, London Branch, in its capacity as fiscal agent (the “**Fiscal Agent**”, which expression shall include any successor to Deutsche Bank AG, London Branch, in its capacity as such), and certain other financial institutions named therein or, if so specified in such final terms, for definitive instruments (“**Definitive Instruments**”) in substantially the form (subject to completion) set out in Schedule 3 to such Fiscal Agency Agreement. An exchange for a Permanent Global Instrument or, as the case may be, Definitive Instruments will be made only on or after the fortieth day after the date of issue of this Temporary Global Instrument (the “**Exchange Date**”) and upon presentation or, as the case may be, surrender of this Temporary Global Instrument to the Fiscal Agent at its Specified Office in relation to the Instruments [and upon and to the extent of delivery to the Fiscal Agent of a certificate or certificates issued by Euroclear Bank SA/NV (“**Euroclear**”) or Clearstream Banking, *société anonyme*, (“**Clearstream, Luxembourg**”), together with Euroclear, the international central securities depositaries or “**ICSDs**”) and dated not earlier than the Exchange Date in substantially the form set out in Annex I hereto](2). Any Definitive Instruments will be made available for collection by the persons entitled thereto at the Specified Office of the Fiscal Agent.

If the Final Terms specify that the New Global Instrument form is applicable, this Temporary Global Instrument a “**New Global Instrument**” or an “**NGI**” and the principal amount of Instruments represented by this Temporary Global Instrument or the aggregate principal amount of Definitive Instruments so delivered from time to time, as the case may be shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression in this Temporary Global Instrument means the records that each ICSD holds for its customers which reflect the amount of such customers’ interests in the Instruments (but excluding any interest in any Instruments of one ICSD shown in the records of another ICSD)) shall be conclusive evidence of the nominal amount of Instruments

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(2) Delete if TEFRA C applies as certifications are not required for an exchange of a Temporary Global Instrument for a Permanent Global Instrument or for Definitive Instrument or for payments of interest.

represented by this Temporary Global Instrument and, for these purposes, a statement issued by an ICSD stating the principal amount of Instruments represented by this Temporary Global Instrument at any time shall be conclusive evidence of the records of the ICSD at that time; *provided, however, that* in no circumstances shall the principal amount of the Permanent Global Instrument or the aggregate principal amount of Definitive Instruments so delivered, as the case may be, exceed the initial principal amount of this Temporary Global Instrument.

If the Final Terms specify that the New Global Instrument form is not applicable, this Temporary Global Instrument shall be a “Classic Global Instrument” or “CGI” and the principal amount of the Instruments represented by this Temporary Global Instrument shall be the amount stated in the applicable Final Terms or, if lower, the principal amount most recently entered by or on behalf of SEK in the relevant column in the Schedule (*Payments, Delivery of Definitive Instruments, Exchange for Permanent Global Instrument and Cancellation of Instruments*).

[Payments of interest falling due before the Exchange Date will be made only upon presentation of the Temporary Global Instrument to the Fiscal Agent at its Specified Office in relation to the Instruments and upon or to the extent of delivery to the Fiscal Agent or, in the case that this Temporary Global Instrument is an NGI Temporary Global Instrument, at the Specified Office of the Fiscal Agent or the Common Safe-keeper of a certificate or certificates issued by an ICSD and/or any other relevant clearing system and dated not earlier than the relevant interest payment date in substantially the form set out in Annex II hereto.]<sup>(3)</sup> In the case of interest falling due after the Exchange Date, interest shall only be payable to the extent SEK has failed to procure the exchange for a Permanent Global Instrument and/or Definitive Instruments of that portion of this Temporary Global Instrument in respect of which such interest has accrued.

Whenever any interest in this Temporary Global Instrument is to be exchanged for an interest in a Permanent Global Instrument, SEK shall procure (in the case of first exchange) the prompt delivery (free of charge to the bearer) of such Permanent Global Instrument, duly authenticated, to the bearer of this Temporary Global Instrument or (in the case of any subsequent exchange) an increase in the principal amount of such Permanent Global Instrument in accordance with its terms, in each case in an aggregate principal amount equal to the aggregate of the principal amounts specified in the certificates issued by Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and received by the Fiscal Agent against presentation and (in the case of final exchange) presentation and surrender of this Temporary Global Instrument to or to the order of the Fiscal Agent requesting such exchange.

Whenever this Temporary Global Instrument is to be exchanged for Definitive Instruments, SEK shall procure the prompt delivery (free of charge to the bearer) of such Definitive Instruments, duly authenticated and with Coupons and Talons attached (if so specified in the [Final Terms/Pricing Supplement/Drawdown Prospectus]), in an aggregate principal amount equal to the principal amount of this Temporary Global Instrument to the bearer of this Temporary Global Instrument against the surrender of this Temporary Global Instrument to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

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(3) Delete if TEFRA C applies as certifications are not required for an exchange of a Temporary Global Instrument for a Permanent Global Instrument or for Definitive Instrument or for payments of interest.

In the event that (i) this Temporary Global Instrument is not duly exchanged, (a) whether in whole or in part, for the Permanent Global Instrument by 5.00 p.m. (London time) on the seventh day after the bearer has requested exchange of an interest in this Temporary Global Instrument for an interest in a Permanent Global Instrument or, as the case may be, (b) in whole for Definitive Instruments by 6.00 p.m. (London time) on the thirtieth day after the bearer has requested such exchanged, *provided that* the preconditions to such exchange are satisfied or (ii) this Temporary Global Instrument (or any part hereof) has become due and payable in accordance with the Conditions or the date for final redemption of this Temporary Global Instrument has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer in accordance with the terms of this Temporary Global Instrument on the due date for payment, then this Temporary Global Instrument will become void at 5.00 p.m. (London time) on such seventh day (in the case of (i)(a) above) or at 5.00 p.m. (London time) on such thirtieth day (in the case of (i)(b)) or at 5.00 p.m. (London time) on such due date (in the case of (ii) above) and the bearer will have no further rights hereunder (but without prejudice to the rights which such bearer or any other person may have under a deed of covenant dated 4 April 2014 and executed by SEK in respect of the Instruments (as amended, supplemented or replaced, unless otherwise stated in the relevant [Final Terms/Pricing Supplement/Drawdown Prospectus]) (the “**Deed of Covenant**”). The Deed of Covenant has been deposited at the Specified Office of the Fiscal Agent and a copy of it may be inspected at the Specified Office of each Paying Agent.

Upon any payment being made in respect of the Instrument represented by this Temporary Global Instrument, SEK shall procure that:

- (a) *CGI*: if the Final Terms specify that the New Global Instrument form is not applicable, details of such payment shall be entered in the Schedule (*Payments, Delivery of Definitive Instruments, Exchange for Permanent Global Instrument and Cancellation of Instruments*) hereto and, in the case of any payment of principal, the principal amount of the Instruments represented by this Temporary Global Instrument shall be reduced by the principal amount so paid; and
- (b) *NGI*: if the Final Terms specify that the New Global Instrument form is applicable, details of such payment shall be entered pro rata in the records of the ICSDs and, in the case of any payment of principal, the principal amount of the Instruments entered in the records of ICSDs and represented by this Temporary Global Instrument shall be reduced by the principal amount so paid.

#### **Discharge of Issuer's obligations**

In relation to payments made in respect of this Temporary Global Instrument, so long as this Temporary Global Instrument is held on behalf of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, the definition of “Business Day” in Condition 1.1 (*Interpretation — Definitions*) shall be amended so as to disapply paragraphs (A)(i)(b) and (A)(ii)(b) of that definition. Payments due in respect of Instruments for the time being represented by this Temporary Global Instrument shall be made to the bearer of this Global Instrument and each payment so made will discharge SEK’s obligations in respect thereof. Any failure to make the entries referred to above shall not affect such discharge.

On any occasion on which a payment of principal or redemption amount is made in respect of this Temporary Global Instrument or on which this Temporary Global Instrument is

exchanged in whole or in part as aforesaid or on which Instruments represented by this Temporary Global Instrument are to be cancelled, SEK shall procure that:

- (a) if the Final Terms specify that the New Global Instrument form is not applicable, (i) the amount of such payment and the aggregate principal amount of such Instruments and (ii) the remaining principal amount of Instruments represented by this Temporary Global Instrument (which shall be the previous principal amount of Instruments represented by this Temporary Global Instrument less the aggregate of the amounts referred to in (i)) are entered in the Schedule) hereto, whereupon the principal amount of Instruments represented by this Temporary Global Instrument shall for all purposes be as most recently so entered; and
- (b) if the Final Terms specify that the New Global Instrument form is applicable, details of the exchange or cancellation shall be entered pro rata in the records of the ICSDs.

Notwithstanding Condition 20 (*Notices*), while all the Instruments are represented by this Temporary Global Instrument (or by this Temporary Global Instrument and the Permanent Global Instrument) and this Temporary Global Instrument is (or this Temporary Global Instrument and the Permanent Global Instrument are) deposited with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system or a Common Safe-keeper (which expression has the meaning given in the Fiscal Agency Agreement), notices to Holders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Holders in accordance with Condition 20 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system[; *provided, however, that*, so long as the Instruments are admitted to trading on the regulated market of the Luxembourg Stock Exchange and its rules so require, notices shall be published on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu))](4).

This Temporary Global Instrument and all non-contractual obligations arising out of or in connection with it are governed by English law.

The courts of England have exclusive jurisdiction to settle any dispute (a “**Dispute**”), arising from or connected with this Temporary Global Instrument (including a dispute relating to any non-contractual obligations arising from or in connection with this Temporary Global Instrument or a dispute regarding the existence, validity or termination of this Temporary Global Instrument) or the consequences of its nullity. The above jurisdiction provision is for the benefit of the bearer only. As a result, nothing in this Temporary Global Instrument prevents the bearer from taking proceedings relating to a Dispute (“**Proceedings**”) in any other courts with jurisdiction. To the extent allowed by law, the bearer may take concurrent Proceedings in any number of jurisdictions. SEK agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary. SEK agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to The Trade Commissioner for the time being at Business Sweden - The Swedish Trade and Invest Council, 5 Upper Montagu Street, London, W1H 2AG (or its other address in England from time to time). If the appointment of the person mentioned in

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- (4) Include where the Instruments are admitted to trading on the regulated market of the Luxembourg Stock Exchange.

this paragraph ceases to be effective SEK shall forthwith appoint a further person in England to accept service of process on its behalf in England and notify the name and address of such person to the Fiscal Agent. Nothing contained herein shall affect the right to serve process in any other manner permitted by law. This applies to Proceedings in England and to Proceedings elsewhere.

This Temporary Global Instrument shall not be valid for any purpose until authenticated for and on behalf of Deutsche Bank AG, London Branch as fiscal agent.

If the Final Terms specify that the New Global Instrument form is applicable, this Temporary Global Instrument shall not be valid for any purpose until it has been effectuated for and on behalf of the Common Safe-keeper appointed as common safe-keeper by the ICSDs.

**AS WITNESS** the manual signature of a duly authorised officer on behalf of SEK.

**AB SVENSK EXPORTKREDIT (publ)**

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By: [ *manual signature* ]  
(duly authorised)

**ISSUED** in London as of [ ] 20[ ]

**AUTHENTICATED** for and on behalf of  
**DEUTSCHE BANK AG, LONDON BRANCH** as fiscal agent  
without recourse, warranty or liability

By: [ *manual signature* ]  
(duly authorised)

**EFFECTUATED** for and on behalf of  
**(Common Safe-keeper)** as common safe-keeper without recourse,  
warranty or liability

By: [ *manual signature* ]  
(duly authorised)

**THE SCHEDULE(5)**

**Payments, Delivery of Definitive Instruments,  
Exchange for Permanent Global Instrument  
and Cancellation of Instruments**

Date of payment, delivery or cancellation	Amount of interest then paid	Amount of principal [or in respect of which redemption amount] then paid	Aggregate principal amount of Definitive Instruments then delivered	Aggregate principal amount of this Temporary Global Instrument then exchanged for the Permanent Global Instrument	Aggregate principal amount of Instruments then cancelled	Remaining principal amount of this Temporary Global Instrument	Authorised signature

(5) The Schedule should only be completed where the applicable Final Terms indicates that this Temporary Global Instrument is not intended to be a New Global Instrument.

## ANNEX I

[Form of certificate to be given in relation to exchanges of this Temporary Global Instrument for the Permanent Global Instrument or Definitive Instruments:]

### **AB SVENSK EXPORTKREDIT (publ)** [Aggregate principal amount and title of Instruments] (the “Securities”)

This is to certify that, based solely on certifications we have received in writing, by tested telex or by electronic transmission from member organisations appearing in our records as persons being entitled to a portion of the principal amount set forth below (our “**Member Organisations**”) substantially to the effect set forth in the Fiscal Agency Agreement and temporary global instrument as of the date hereof, [currency] [amount] principal amount of the above-captioned Securities (a) is owned by persons that are not citizens or residents of the United States, domestic partnerships, domestic corporations or any estate or trust the income of which is subject to United States Federal income taxation regardless of its source (“**United States persons**”), (b) is owned by United States persons that (i) are foreign branches of United States financial institutions (as defined in U.S. Treasury Regulations Section 1.165-12(c)(1) (iv) (“**financial institutions**”)) subscribing or purchasing for their own account or for resale, or (ii) acquired the Securities through and are holding through on the date hereof (as such terms “acquired through” and “holding through” are described in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(6)) foreign branches of United States financial institutions (and in either case (i) or (ii), each such United States financial institution has agreed, on its own behalf or through its agent, that we may advise SEK or SEK’s agent that it will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder), or (c) is owned by United States or foreign financial institutions for purposes of resale during the restricted period (as defined in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7)), and to the further effect that United States or foreign financial institutions described in Clause (c) (whether or not also described in Clause (a) or (b)) have certified that they have not acquired the Securities for purposes of resale directly or indirectly to a United States person or to a person within the United States or its possessions.

As used herein, “**United States**” means the United States of America (including the States and the District of Columbia); and its “**possessions**” include Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands.

We further certify (1) that we are not making available herewith for exchange (or, if relevant, exercise of any rights or collection of any interest) any portion of the temporary global security excepted in such certifications and (2) that as of the date hereof we have not received any notification from any of our Member Organisations to the effect that the statements made by such Member Organisations with respect to any portion of the part submitted herewith for exchange (or, if relevant, exercise of any rights or collection of any interest) are no longer true and cannot be relied upon as at the date hereof.

We understand that this certification is required in connection with certain tax laws and, if applicable, certain securities laws of the United States. In connection therewith, if administrative or legal proceedings are commenced or threatened in connection with which this certification is or would be relevant, we irrevocably authorise you to produce this certification to any interested party in such proceedings.

Date: [ ](6)

[Euroclear Bank SA/NV/Clearstream Banking, *société anonyme*]

By: [authorised signature]

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(6) To be dated not earlier than the Exchange Date.

## ANNEX II

[Form of certificate to be given in relation to payments of interest falling due before the Exchange Date:]

**AB SVENSK EXPORTKREDIT (publ)**

**[Aggregate principal amount and title of Instruments] (the “Securities”)**

This is to certify that, based solely on certifications we have received in writing, by tested telex or by electronic transmission from member organisations appearing in our records as persons being entitled to a portion of the principal amount set forth below (our “**Member Organisations**”) substantially to the effect set forth in the Fiscal Agency Agreement and temporary global instrument as of the date hereof, [currency] [amount] principal amount of the above-captioned Securities (a) is owned by persons that are not citizens or residents of the United States, domestic partnerships, domestic corporations or any estate or trust the income of which is subject to United States Federal income taxation regardless of its source (“**United States persons**”), (b) is owned by United States persons that (i) are foreign branches of United States financial institutions (as defined in U.S. Treasury Regulations Section 1.165-12(c)(1) (iv) (“**financial institutions**”)) subscribing or purchasing for their own account or for resale, or (ii) acquired the Securities through and are holding through on the date hereof (as such terms “acquired through” and “holding through” are described in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(6)) foreign branches of United States financial institutions (and in either case (i) or (ii), each such United States financial institution has agreed, on its own behalf or through its agent, that we may advise SEK or SEK’s agent that it will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder), or (c) is owned by United States or foreign financial institutions for purposes of resale during the restricted period (as defined in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7)), and to the further effect that United States or foreign financial institutions described in Clause (c) (whether or not also described in Clause (a) or (b)) have certified that they have not acquired the Securities for purposes of resale directly or indirectly to a United States person or to a person within the United States or its possessions.

[As used herein, “**United States**” means the United States of America (including the States and the District of Columbia); and its “**possessions**” include Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands.]

We further certify (1) that we are not making available herewith for exchange (or, if relevant, exercise of any rights or collection of any interest) any portion of the temporary global security excepted in such certifications and (2) that as of the date hereof we have not received any notification from any of our Member Organisations to the effect that the statements made by such Member Organisations with respect to any portion of the part submitted herewith for exchange (or, if relevant, exercise of any rights or collection of any interest) are no longer true and cannot be relied upon as at the date hereof.

We understand that this certification is required in connection with certain tax laws and, if applicable, certain securities laws of the United States. In connection therewith, if administrative or legal proceedings are commenced or threatened in connection with which this certification is or would be relevant, we irrevocably authorise you to produce this certification to any interested party in such proceedings.

Date: [ ](7)

[Euroclear Bank SA/NV/Clearstream Banking, *société anonyme*]

By: [authorised signature]

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(7) To be dated not earlier than the relevant interest payment date.

### ANNEX III

[Form of account-holder's certification referred to in the preceding certificates:]

**AB SVENSK EXPORTKREDIT (publ)**  
**[Aggregate principal amount and title of Instruments] (the "Securities")**

This is to certify that as of the date hereof, and except as set forth below, the above-captioned Securities held by you for our account (a) are owned by persons that are not citizens or residents of the United States, domestic partnerships, domestic corporations or any estate or trust the income of which is subject to United States Federal income taxation regardless of its source ("United States persons"), (b) are owned by United States person(s) that (i) are foreign branches of a United States financial institution (as defined in U.S. Treasury Regulations Section 1.165-12(c)(1)(iv)) ("financial institutions") subscribing or purchasing for their own account or for resale, or (ii) acquired the Securities through and are holding through on the date hereof (as such terms "acquired through" and "holding through" are described in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(6)) foreign branches of United States financial institutions (and in either case (i) or (ii), each such United States financial institution hereby agrees, on its own behalf or through its agent, that you may advise SEK or SEK's agent that it will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder), or (c) are owned by United States or foreign financial institution(s) for purposes of resale during the restricted period (as defined in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7)), and in addition if the owner of the Securities is a United States or foreign financial institution described in Clause (c) (whether or not also described in Clause (a) or (b)) this is further to certify that such financial institution has not acquired the Securities for purposes of resale directly or indirectly to a United States person or to a person within the United States or its possessions.

As used herein, "United States" means the United States of America (including the States and the District of Columbia); and its "possessions" include Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands.

We undertake to advise you promptly by tested telex, by fax on or prior to the date on which you intend to submit your certification relating to the Securities held by you for our account in accordance with your operating procedures if any applicable statement herein is not correct on such date, and in the absence of any such notification it may be assumed that this certification applies as of such date.

This certification excepts and does not relate to [currency] [amount] of such interest in the above Securities in respect of which we are not able to certify and as to which we understand exchange and delivery of definitive Securities (or, if relevant, exercise of any rights or collection of any interest) cannot be made until we do so certify.

We understand that this certification is required in connection with certain tax laws and, if applicable, certain securities laws of the United States. In connection therewith, if administrative or legal proceedings are commenced or threatened in connection with which this certification is or would be relevant, we irrevocably authorise you to produce this certification to any interested party in such proceedings.

Date: [ ](8)

**[Account Holder] as or as agent for the beneficial owner of the Instruments.**

By: [authorised signature]

(8) To be dated not earlier than fifteen days before the Exchange Date or, as the case may be the relevant interest payment date.



[Insert Terms and Conditions as set out in the Base Prospectus if these are to be endorsed in accordance with the Temporary Global Instrument]

**SCHEDULE 2**  
**FORM OF PERMANENT GLOBAL INSTRUMENT**

[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.]<sup>(9)</sup>

THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR ANY APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE TERMS OF THE SECURITY AND PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT. UNTIL THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER THE COMPLETION OF THE DISTRIBUTION OF ALL THE GLOBAL INSTRUMENTS OF THE TRANCHE OF WHICH THIS GLOBAL INSTRUMENT FORMS PART, SALES MAY NOT BE MADE IN THE UNITED STATES OR TO U.S. PERSONS UNLESS MADE (I) PURSUANT TO RULE 903 OR 904 OR REGULATIONS UNDER THE SECURITIES ACT OR (II) TO QUALIFIED INSTITUTIONAL BUYERS AS DEFINED IN, AND IN TRANSACTIONS PURSUANT TO, RULE 144A UNDER THE SECURITIES ACT.

**AB SVENSK EXPORTKREDIT (publ)**  
(*incorporated in the Kingdom of Sweden with limited liability*)

**PERMANENT GLOBAL INSTRUMENT**

representing up to  
*[Aggregate principal amount of Series]*  
*[Title of Instruments]*

This Permanent Global Instrument is issued in respect of an issue of *[aggregate principal amount of Series]* in aggregate principal amount of *[title of Instruments]* (the “**Instruments**”) by **AB SVENSK EXPORTKREDIT (publ)** (“**SEK**”). The Instruments are described in the *[final terms (the “Final Terms”)/pricing supplement (the “Pricing Supplement”)/drawdown prospectus (the “Drawdown Prospectus”)]* a copy of which is annexed hereto. If a Pricing Supplement or a Drawdown Prospectus is annexed hereto, each reference in this Permanent Global Instrument to “Final Terms” shall be read and construed as a reference to the final terms of the Instruments set out in such Pricing Supplement or Drawdown Prospectus.

SEK for value received promises, all in accordance with the terms and conditions *[attached hereto/set out in the base prospectus prepared by SEK and dated 30 March 2017 (as amended, supplemented or replaced) and the final terms prepared in relation to the Instruments and set out in the relevant [Final Terms/Pricing Supplement/Drawdown Prospectus]]* (the “**Conditions**”) to pay to the bearer upon surrender hereof on *[maturity date]* or on such earlier date as the same may become payable in accordance therewith the principal sum of

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(9) Legend to appear on every Instrument with a maturity of more than one year.

[*denomination in words and numerals*] or such other redemption amount as may be specified therein [and to pay in arrear on the dates specified therein interest on such principal amount at the rate or rates specified therein together with any additional amounts payable in accordance with the Conditions], and in the case of convertible or exchangeable Instruments, to deliver or procure the delivery of any securities requested to be delivered on redemption pursuant to the terms and conditions and the final terms prepared in relation to the Instruments, all subject to the Conditions.

The bearer of this Permanent Global Instrument is entitled to the benefit of the same obligations on the part of SEK as if such bearer were the bearer of the Instruments represented hereby, and all payments under and to the bearer of this Permanent Global Instrument shall be valid and effective to satisfy and discharge the corresponding liabilities of SEK in respect of the Instruments.

Words and expressions defined in the Conditions shall have the same meanings when used in this Permanent Global Instrument except where the context requires otherwise or unless otherwise stated.

If the Final Terms specify that the New Global Instrument form is applicable, this Permanent Global Instrument shall be a “**New Global Instrument**” or “**NGI**” and the principal amount of Instruments represented by this Permanent Global Instrument shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression in this Global Instrument means the records that each ICSD holds for its customers which reflect the amount of such customers’ interests in the Instruments (but excluding any interest in any Instruments of one ICSD shown in the records of another ICSD)) shall be conclusive evidence of the principal amount of Instruments represented by this permanent Global Instrument and, for these purposes, a statement issued by an ICSD (which statement shall be made available to the bearer upon request) stating the principal amount of Instruments represented by this Permanent Global Instrument at any time shall be conclusive evidence of the records of the ICSD at that time.

If the Final Terms specify that the New Global Instrument form is not applicable, this Permanent Global Instrument shall be a “**Classic Global Instrument**” or “**CGI**” and the principal amount of Instruments represented by this Global Instrument shall be the amount stated in the Final Terms or, if lower, the principal amount most recently entered by or on behalf of SEK in the relevant column in the Schedule hereto.

This Permanent Global Instrument is exchangeable in whole but not in part for definitive instruments (“**Definitive Instruments**”) in substantially the form (subject to completion) set out in Schedule 3 to a fiscal agency agreement dated 30 March 2017, (as amended or supplemented from time to time, the “**Fiscal Agency Agreement**”) and made between SEK and Deutsche Bank AG in its capacities as fiscal agent (the “**Fiscal Agent**”, which expression shall include any successor to Deutsche Bank AG, in its capacity as such), and certain other financial institutions named therein and/or (if so specified in the [Final Terms/Pricing Supplement/Drawdown Prospectus]) upon the exercise of the relevant option by the bearer hereof by delivering an exchange notice in the form attached hereto to the Fiscal Agent at its Specified Office (a) if Euroclear Bank SA/NV (“**Euroclear**”) or Clearstream Banking, *société anonyme*, (“**Clearstream, Luxembourg**”, together with Euroclear, the international central securities depositaries or “**ICSDs**”) or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business or (b) if any of the circumstances

described in Condition 12 (*Events of Default*) occurs or, (c) if so specified in the [Final Terms/Pricing Supplement/Drawdown Prospectus] (i) at any time or (ii) on the expiry of such period of notice as specified in the Final Terms or Drawdown Prospectus, as the case may be, which shall not be less than forty-five days before the date upon which the exchange for such Definitive Instruments is required.

Whenever this Permanent Global Instrument is to be exchanged for Definitive Instruments, SEK shall procure the prompt delivery (free of charge to the bearer) of such Definitive Instruments, duly authenticated and with Coupons and Talons attached (if so specified in the [Final Terms/Pricing Supplement/Drawdown Prospectus]) in an aggregate principal amount equal to the principal amount of this Permanent Global Instrument to the bearer of this Permanent Global Instrument against the surrender of this Permanent Global Instrument to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

If (a) default is made by SEK in the required delivery of such Definitive Instruments and such default is continuing at 6.00 p.m. (London time) on the thirtieth day after the bearer has requested exchange of this Permanent Global Instrument for Definitive Instruments or (b) this Permanent Global Instrument (or any part hereof) has become due and payable in accordance with the Conditions or the date for final redemption of this Permanent Global Instrument has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer in accordance with the terms of this Permanent Global Instrument on the due date for payment, then this Permanent Global Instrument will become void at 6.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 6.00 p.m. (London time) on such due date (in the case of (b) above) and the bearer will have no further rights hereunder (but without prejudice to the rights which such bearer or any other persons may have under a deed of covenant dated 4 April 2014 and executed by SEK in respect of the Instruments (as amended, supplemented or replaced, unless otherwise stated in the relevant [Final Terms/Pricing Supplement/Drawdown Prospectus]) (the "**Deed of Covenant**"). The Deed of Covenant has been deposited at the Specified Office of the Fiscal Agent and a copy of it may be inspected at the Specified Office of each Paying Agent.

All payments in respect of this Permanent Global Instrument shall (i) in the case that this Permanent Global Instrument is a CGI Permanent Global Instrument, be made against presentation and (in the case of payment of principal of the Instruments in full with all interest accrued on the Instruments) surrender of this Permanent Global Instrument at the Specified Office of any Paying Agent; and (ii) in the case that this Permanent Global Instrument is an NGI Permanent Global Instrument be made upon receipt by the relevant Paying Agent of confirmation from the ICSDs (in accordance with the provisions of the Agency Agreement) that the records of the Fiscal Agent as to amounts payable on a relevant payment date and the records of the ICSDs as to amounts payable on a relevant date are identical.

### **Recording of Payments**

Upon any payment being made in respect of the Instruments represented by this Permanent Global Instrument, SEK shall procure that:

(a) *CGI*: if the Final Terms specify that the New Global Instrument form is not applicable, details of such payment shall be entered in the Schedule (*Payments, further exchanges of the Temporary Global Instrument, Delivery of Definitive*

*Instruments, Exercise of Options and Cancellation of Instruments*) hereto and, in the case of any payment of principal, the principal amount of the Instrument represented by this Permanent Global Instrument shall be reduced by the principal amount so paid; and

(b) *NGI*: if the Final Terms specify that the New Global Instrument form is applicable, details of such payment shall be entered pro rata in the records of the ICSDs and, in the case of any payment of principal, the principal amount of the Instruments entered in the records of ICSDs and represented by this Permanent Global Instrument shall be reduced by the principal amount so paid.

#### **Discharge of Issuer's obligations**

In relation to payments made in respect of this Permanent Global Instrument, so long as this Permanent Global Instrument is held on behalf of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, the definition of "Business Day" in Condition 1.1 (*Interpretation — Definitions*) shall be amended so as to disapply paragraphs (A)(i)(b) and (A)(ii)(b) of that definition. Payments due in respect of Instruments for the time being represented by this Permanent Global Instrument shall be made to the bearer of this Permanent Global Instrument and each payment so made will discharge SEK's obligations in respect thereof. Any failure to make the entries referred to above shall not affect such discharge.

On any occasion on which a payment of principal or redemption amount is made in respect of this Permanent Global Instrument or on which this Permanent Global Instrument is exchanged for Definitive Instruments as aforesaid or on which any Instruments represented by this Permanent Global Instrument are to be cancelled, SEK shall procure that:

(a) if the Final Terms specify that the New Global Instrument form is not applicable, (i) the principal amount of such payment and the aggregate principal amount of such Instruments and (ii) the remaining principal amount of Instruments represented by this Temporary Global Instrument (which shall be the previous principal amount of Instruments represented by this Temporary Global Instrument less the aggregate of the amounts referred to in (i)) are entered in the Schedule hereto, whereupon the principal amount of Instruments represented by this Permanent Global Instrument shall for all purposes be as most recently so entered; and

(b) if the Final Terms specify that the New Global Instrument form is applicable, details of the exchange or cancellation shall be entered pro rata in the records of the ICSDs.

In order to exercise the option contained in Condition 11.5 (*Redemption at the option of the Holders*), the holder of this Permanent Global Instrument must, within the period specified in the Conditions for the deposit of the relevant Instrument and put notice, give written notice of such exercise to the Fiscal Agent specifying the principal amount of Instruments in respect of which such option is being exercised. Any such notice shall be irrevocable and may not be withdrawn.

In connection with an exercise of the option contained in Condition 11.3 (*Redemption at the option of SEK*) in relation to some only of the Instruments, this Permanent Global Instrument may be redeemed in part in the principal amount specified by SEK in accordance with the Conditions and the Instruments to be redeemed will not be selected as provided in the

Conditions but in accordance with the rules and procedures of Euroclear and Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in principal amount at their discretion).

On each occasion on which an option is exercised in respect of any Instruments represented by this Permanent Global Instrument, SEK shall procure that the appropriate notations are made on the Schedule hereto.

### **Initial Exchange**

If this Permanent Global Instrument was originally issued in exchange for part only of a Temporary Global Instrument representing the Instruments, then all references in this Permanent Global Instrument to the principal amount of Instruments represented by this Permanent Global Instrument shall be construed as references to the principal amount of Instruments represented by the part of the Temporary Global Instrument in exchange for which this Global Instrument was originally issued which SEK shall procure:

- (a) *CGI*: if the Final Terms specify that the New Global Instrument form is not applicable, is entered in the Schedule hereto, whereupon the principal amount of Instruments represented by this Permanent Global Instrument shall for all purposes be as most recently so entered; and
- (b) *NGI*: if the Final Terms specify that the New Global Instrument form is applicable, is entered by the ICSDs in their records.

### **Subsequent Exchange**

If at any subsequent time any further portion of such Temporary Global Instrument is exchanged for an interest in this Permanent Global Instrument, the principal amount of Instruments represented by this Global Instrument shall be increased by the amount of such further portion, and SEK shall procure that the principal amount of Instruments represented by this Permanent Global Instrument (which shall be the previous principal amount of Instruments represented by this Permanent Global Instrument plus the amount of such further portion) is:

- (a) *CGI*: if the Final Terms specify that the New Global Instrument form is not applicable, entered in the Schedule hereto, whereupon the principal amount of this Global Instrument shall for all purposes be as most recently so entered; and
- (b) *NGI*: if the Final Terms specify that the New Global Instrument form is applicable, entered by the ICSDs in their records.

Notwithstanding Condition 20 (*Notices*), while all the Instruments are represented by this Permanent Global Instrument (or by this Permanent Global Instrument and a temporary global instrument) and this Permanent Global Instrument is (or this Permanent Global Instrument and the temporary global instrument are) deposited with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system or a Common Safe-keeper (which expression has the meaning given in the Agency Agreement), notices to Holders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Holders in accordance with

Condition 20 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system [*; provided, however, that*, so long as the Instruments are admitted to trading on the regulated market of the Luxembourg Stock Exchange and its rules so require, notices will also be published on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)) (10)].

This Permanent Global Instrument and all non-contractual obligations arising out of or in connection with it are governed by English law.

The courts of England have exclusive jurisdiction to settle any dispute (a “**Dispute**”), arising from or connected with this Permanent Global Instrument (including a dispute relating to any non-contractual obligations arising from or in connection with this Permanent Global Instrument or a dispute regarding the existence, validity or termination of this Permanent Global Instrument) or the consequences of its nullity. The above jurisdiction provision is for the benefit of the bearer only. As a result, nothing in this Permanent Global Instrument prevents the bearer from taking proceedings relating to a Dispute (“**Proceedings**”) in any other courts with jurisdiction. To the extent allowed by law, the bearer may take concurrent Proceedings in any number of jurisdictions. SEK agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary. SEK agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to The Trade Commissioner for the time being at Business Sweden - The Swedish Trade and Invest Council, 5 Upper Montagu Street, London, W1H 2AG (or its other address in England from time to time). If the appointment of the person mentioned in this paragraph ceases to be effective, SEK shall forthwith appoint a further person in England to accept service of process on its behalf in England and notify the name and address of such person to the Fiscal Agent. Nothing contained herein shall affect the right to serve process in any other manner permitted by law. This applies to Proceedings in England and to Proceedings elsewhere.

This Permanent Global Instrument shall not be valid for any purpose until authenticated for and on behalf of Deutsche Bank AG, London Branch as fiscal agent.

If the Final Terms specify that the New Global Instrument is applicable, this Permanent Global Instrument shall not be valid for any purpose until it has been effectuated for and on behalf of the Common Safe-keeper appointed as common safe-keeper by the ICSDs.

**AS WITNESS** the manual signature of a duly authorised officer on behalf of SEK.

**AB SVENSK EXPORTKREDIT (publ)**

By: **[manual signature]**  
(duly authorised)

**ISSUED** in London on [ ] 20[ ]

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(10) Include where the Instruments are admitted to trading on the regulated market of the Luxembourg Stock Exchange.

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**AUTHENTICATED** for and on behalf of  
**DEUTSCHE BANK AG, LONDON BRANCH**  
as fiscal agent without recourse, warranty or liability

By: **[*manual signature*]**  
**(duly authorised)**

**EFFECTUATED** for and on behalf of  
**(*Common Safe-keeper*)** as common safe-keeper without  
recourse, warranty or liability

By: **[*manual signature*]**  
**(duly authorised)**

**THE SCHEDULE(11)**

**Payments, further exchanges of the Temporary Global Instrument,  
Delivery of Definitive Instruments, Exercise of Options and Cancellation of Instruments**

Date of payment, delivery, further exchanges of Temporary Global Instrument, exercise of option (and date upon which exercise is effective) or cancellation	Amount of interest then paid	Amount of principal [or in respect of which redemption amount] then paid	Aggregate principal amount of Definitive Instruments then delivered	Aggregate principal amount of Instruments then cancelled	Aggregate principal amount in respect of which option is exercised	Remaining principal amount of this Permanent Global Instrument	Authorised signature

(11) The Schedule should only be completed where the applicable Final Terms indicates that this Permanent Global Instrument is not intended to be a New Global Instrument.

## EXCHANGE NOTICE

[•], being the bearer of this Global Instrument at the time of its deposit with the Fiscal Agent at its specified office for the purposes of the Instruments, hereby exercises the option to have this Global Instrument exchanged in whole for Instruments in definitive/registered form and directs that [such Instruments in definitive form be made available for collection by it from the Fiscal Agent's Specified Office/and that/Certificates representing such Instruments in registered form be made available for collection at the Specified Office of the relevant Registrar/be mailed to the (respective) address(es) of the registered holder(s) as set forth below.](12)

Details for insertion in registrar in respect of Registered Instruments:

Name(s) and address(es) of registered holder(s) [•]

By: \_\_\_\_\_  
*(duly authorised)*

(12) Delete and complete, as appropriate.



[Insert Terms and Conditions as set out in the Base Prospectus if these are to be endorsed in accordance with the Permanent Global Instrument]

## SCHEDULE 3

### PART I

#### FORM OF DEFINITIVE INSTRUMENT (“AIBD” FORMAT)

[On the face of the Instrument:]

[<9999999+AAXXXXXXXXXX9+XX+999999>]

[currency][Denomination]

[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.](13)

**AB SVENSK EXPORTKREDIT (publ)**

*(incorporated in the Kingdom of Sweden with limited liability)*

*[Aggregate principal amount of Series]  
[Title of Instruments]*

**AB SVENSK EXPORTKREDIT (publ)** (“SEK”) for value received promises, all in accordance with the terms and conditions (the “**Terms and Conditions**”) [endorsed hereon/attached hereto] [and the final terms referred to therein and prepared by SEK in relation to the Instruments and set out in the [Final Terms/Pricing Supplement/Drawdown Prospectus] dated [•]] to pay to the bearer upon surrender hereof on [maturity date] or on such earlier date as the same may become payable in accordance therewith the principal amount of:

*[denomination in words and numerals]*

or such other redemption amount as may be specified therein [and to pay in arrear on the dates specified therein interest on such principal amount at the rate or rates specified therein], and in the case of convertible or exchangeable Instruments, to deliver or procure the delivery of any securities requested to be delivered on redemption pursuant to the terms and conditions and the final terms prepared in relation to the Instruments.

Words and expressions defined in the Terms and Conditions shall have the same meanings when used on the face of this Instrument.

This Instrument is issued pursuant to a Fiscal Agency Agreement dated 30 March 2017 (as supplemented, amended or replaced, the “**Fiscal Agency Agreement**”) and made between SEK and Deutsche Bank AG in its capacity as fiscal agent (the “**Fiscal Agent**” which expression shall include any successor to Deutsche Bank AG, London Branch in its capacity as such), and certain other financial institutions named therein.

This Instrument and all non-contractual obligations arising out of or in connection with it are governed by English law.

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(13) Legend to appear on every Instrument with a maturity of more than one year.

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[This [title of Instrument] shall not/Neither this [title of Instrument] nor any of the interest coupons [talons] appertaining hereto shall] be valid for any purpose until this [title of Instrument] has been authenticated for and on behalf of Deutsche Bank AG as fiscal agent.

**AS WITNESS** the facsimile signature of a duly authorised officer on behalf of SEK.

**AB SVENSK EXPORTKREDIT (publ)**

By: *[facsimile signature]*  
(duly authorised)

**ISSUED** in London as of [ ] 20[ ]

**AUTHENTICATED** for and on behalf of  
**DEUTSCHE BANK AG, LONDON BRANCH**  
as fiscal agent without recourse, warranty or liability

By: *[manual signature]*  
(duly authorised)

[On the reverse of the Instruments:]

## TERMS AND CONDITIONS

[As contemplated in the Base Prospectus and as [completed/amended] by the relevant final terms set out in the relevant [Final Terms/Pricing Supplement/Drawdown Prospectus]]

[At the foot of the Terms and Conditions:]

### FISCAL AGENT

**Deutsche Bank AG, London Branch**  
Winchester House  
1 Great Winchester Street  
London EC2N 2DB

### PAYING AGENT

**Deutsche Bank Luxembourg S.A.**  
2 Boulevard Konrad Adenauer  
L-1115 Luxembourg

### IRISH PAYING AGENT

Deutsche International Corporate Services (Ireland) Limited  
Sixth Floor, Pinnacle 2  
Eastpoint Business Park  
Dublin 3  
Ireland

**PART II**  
**FORMS OF COUPONS**

[Attached to the Instruments (interest-bearing, fixed rate or fixed coupon and having Coupons):]

[on the front of each Coupon:]

**AB SVENSK EXPORTKREDIT (publ)**

*[Amount and title of Instruments]*

Coupon for [ ] due on [ ]

Such amount is payable (subject to the terms and conditions [endorsed on/attached to the *[title of Instrument]* to which this Coupon appertains [and the final terms referred to therein and set out in the [Final Terms/Pricing Supplement/Drawdown Prospectus] dated [•]], which shall be binding on the holder of this Coupon whether or not it is for the time being attached to such *[title of Instrument]*]) against surrender of this Coupon at the Specified Office of the Fiscal Agent or any of the Paying Agents set out on the reverse hereof (or any other or further paying agents and/or specified offices from time to time designated for the purpose by notice duly given in accordance with such terms and conditions).

[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.]<sup>(14)</sup>

[<99+9999999+AAXXXXXXXXX9+XX+999999>]

[Attached to the Instrument (interest-bearing, floating rate or variable coupon and having Coupons):]

**AB SVENSK EXPORTKREDIT (publ)**

*[Amount and title of Instruments]*

Coupon for the amount of interest due on [ ]

Such amount is payable (subject to the terms and conditions [endorsed on/attached] the *[title of Instrument]* to which this Coupon appertains [and the final terms referred to therein and set out in the [Final Terms/Pricing Supplement/Drawdown Prospectus] dated [•]], which shall be binding on the holder of this Coupon whether or not it is for the time being attached to such *[title of Instrument]*]) against surrender of this Coupon at the Specified Office of the Fiscal Agent or any of the Paying Agents set out on the reverse hereof (or any other or further paying agents and/or specified offices from time to time designated for the purpose by notice duly given in accordance with such terms and conditions).

The Instrument to which this Coupon appertains may, in certain circumstances specified in such terms and conditions, fall due for redemption before the due date in relation to this

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(14) Legend to appear on every Coupon relating to an Instrument with a maturity of more than one year.

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Coupon. In such event, this Coupon will become void and no payment will be made in respect hereof.

[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.] (15)

[<99+9999999+AAXXXXXXXXX9+XX+999999>]

[On the reverse of each Coupon:]

**FISCAL AGENT:** Deutsche Bank AG, London Branch, Winchester House, 1 Great Winchester Street, London EC2N 2DB.

**PAYING AGENT:** Deutsche Bank Luxembourg S.A., 2 Boulevard Konrad Adenauer, L-1115 Luxembourg.

**IRISH PAYING AGENT:** Deutsche International Corporate Services (Ireland) Limited, Sixth Floor, Pinnacle 2, Eastpoint Business Park, Dublin 3, Ireland.

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(15) Legend to appear on every Coupon relating to an Instrument with a maturity of more than one year.

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**PART III  
FORM OF TALON**

**AB SVENSK EXPORTKREDIT (publ)**

**[Amount and title of Instruments]**

Series No: [ ]

Serial Number of Instruments: [ ]

Tranche No: [ ]

*Talon for further Coupons*

[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.]<sup>(16)</sup>

After all the Coupons appertaining to the Instrument to which this Talon appertains have matured, further Coupons [(including, where appropriate, a Talon for further Coupons)] will be issued at the Specified Office of the Fiscal Agent or any of the Paying Agents set out in the reverse hereof (or any other or further paying agents and/or specified offices from time to time designated by notice duly given in accordance with the Terms and Conditions applicable to the Instrument to which this Talon appertains (which shall be binding on the Holder of this Talon whether or not it is for the time being attached to such Instrument)) upon production and surrender of this Talon upon and subject to such Terms and Conditions.

Under the said Terms and Conditions, such Instrument may, in certain circumstances, fall due for redemption before the original due date for exchange of this Talon and in any such event this Talon shall become void and no exchange shall be made in respect hereof.

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(16) Legend to appear on every Talon relating to an Instrument with a maturity of more than one year.

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[On the reverse of each Talon:]

**FISCAL AGENT:** **Deutsche Bank AG, London Branch**  
Winchester House  
1 Great Winchester Street  
London EC2N 2DB

**PAYING AGENT:** **Deutsche Bank Luxembourg S.A.**  
2 Boulevard Konrad Adenauer  
L-1115 Luxembourg

**IRISH  
PAYING AGENT:** **Deutsche International Corporate Services (Ireland) Limited**  
Sixth Floor, Pinnacle 2  
Eastpoint Business Park  
Dublin 3  
Ireland

## SCHEDULE 4

### FORM OF GLOBAL INTERNATIONAL INSTRUMENT CERTIFICATE

Series Number: [•]  
Tranche Number: [•]

ISIN: [•]  
Common Code: [•]

THE INSTRUMENTS REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) OR ANY SECURITIES LAW OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING THE INSTRUMENTS REPRESENTED HEREBY, AGREES FOR THE BENEFIT OF SEK THAT THE INSTRUMENTS REPRESENTED HEREBY MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO THE ACCOUNT OR BENEFIT OF ANY U.S. PERSON.

**AB SVENSK EXPORTKREDIT (publ)**

**(Swedish Export Credit Corporation)**  
(*Incorporated in the Kingdom of Sweden with limited liability*)

#### **Unlimited Programme for the Continuous Issuance of Debt Instruments**

[*Currency*] [*Amount*]  
[*Title of Instruments*]  
(the “**Instruments**”)

### **GLOBAL INTERNATIONAL INSTRUMENT CERTIFICATE**

#### **1. Introduction**

##### **1.1 The Instruments**

This Global International Instrument Certificate is issued in respect of the instruments (the “**Instruments**”) of AB Svensk Exportkredit (publ) (the “**SEK**”) described in the [final terms (the “**Final Terms**”)/pricing supplement (the “**Pricing Supplement**”)/drawdown prospectus (“**Drawdown Prospectus**”)] a copy of which is annexed hereto. The Instruments are constituted by a deed of covenant dated 4 April 2014 (as amended or supplemented from time to time, the “**Deed of Covenant**”) and are the subject of a fiscal agency agreement dated 30 March 2017 (as amended or supplemented from time to time, the “**Fiscal Agency Agreement**”) and made between SEK, Deutsche Bank Luxembourg S.A. as international registrar (the “**International Registrar**”, which expression includes any successor International Registrar appointed from time to time in connection with the Instruments), Deutsche Bank Trust Company Americas as DTC Registrar, Deutsche Bank AG, London Branch as fiscal agent and the other paying agents named therein. If a Pricing Supplement or a Drawdown Prospectus is annexed hereto, each reference in this Global International Instrument Certificate to “**Final Terms**” shall be read and construed as a reference to the final terms of the Instruments set out in such Pricing Supplement or Drawdown Prospectus, unless the context requires otherwise.

## 1.2 Construction

All references in this Global International Instrument Certificate to an agreement, instrument or other document (including the Fiscal Agency Agreement and the Deed of Covenant) shall be construed as a reference to that agreement, instrument or other document as the same may be amended, supplemented, replaced or novated from time to time *provided that*, in the case of any amendment, supplement, replacement or novation made after the date hereof, it is made in accordance with the Conditions. Headings and sub-headings are for ease of reference only and shall not affect the construction of this Global International Instrument Certificate.

## 1.3 References to Conditions

Any reference herein to the “**Conditions**” is to the terms and conditions of the Instruments attached hereto, as completed, supplemented, amended and/or replaced by the Final Terms, and any reference to a numbered “**Condition**” is to the correspondingly numbered provision thereof. Words and expressions defined in the Conditions shall have the same meanings when used in this Global International Instrument Certificate.

## 2. Registered Holder

This is to certify that:

BT Globenet Nominees Ltd

is the person registered in the register maintained by the International Registrar in relation to the Instruments (the “**Register**”) as the duly registered holder (the “**Holder**”) of an aggregate principal amount of Instruments equal to the Aggregate Nominal Amount specified in the Final Terms or (if the Aggregate Nominal Amount in respect of the Series specified in the Final Terms is different from the Aggregate Nominal Amount in respect of the Tranche specified in the Final Terms) the Aggregate Nominal Amount in respect of the Tranche specified in the Final Terms.

## 3. Promise to Pay

SEK, for value received, hereby promises to repay the Instruments in accordance with the Conditions to the Holder on such date or dates as the same may become payable in accordance with the Conditions, and to pay interest on such principal sum in arrear on the dates and at the rate specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions. The principal amount of this Global International Instrument Certificate is such principal sum as is noted in the records of the International Registrar.

#### 4. Exchange for Individual International Instrument Certificates

This Global International Instrument Certificate will be exchanged in whole (but not in part) for duly authenticated and completed Individual International Instrument Certificates (“**Individual International Instrument Certificates**”) in substantially the form (subject to completion) set out in Schedule 5 (*Form of Individual International Instrument Certificate*) to the Fiscal Agency Agreement:

- 4.1 on the expiry of such period of notice as may be specified in the Final Terms; or
- 4.2 at any time, if so specified in the Final Terms; or
- 4.3 if the relevant Final Terms specifies “in the limited circumstances described in the Global International Instrument Certificate”, then
  - (a) *Closure of clearing systems*: Euroclear Bank SA/NV (“**Euroclear**”) or Clearstream Banking, *société anonyme* (“**Clearstream, Luxembourg**”) or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or
  - (b) *Event of Default*: any of the circumstances described in Condition 12 (*Events of Default*) occurs.

Such exchange shall be effected in accordance with paragraph 6 (*Delivery of Individual International Instrument Certificates*) below. SEK shall notify the Holder of the occurrence of any of the events specified in paragraphs 4.1, 4.2 and 4.3 above as soon as practicable thereafter.

#### 5. Failure to Deliver Individual International Instrument Certificates or to pay

If

- 5.1 *Failure to deliver Individual International Instrument Certificates*: Individual International Instrument Certificates have not been issued and delivered by 6.00 p.m. (London time) on the thirtieth day after the date on which the same are due to be issued and delivered in accordance with paragraph 6 (*Delivery of Individual International Instrument Certificates*) below; or
- 5.2 *Payment default*: any of the Instruments evidenced by this Global International Instrument Certificate has become due and payable in accordance with the Conditions or the date for final redemption of this Global International Instrument Certificate has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the Holder on the due date for payment in accordance with the terms of this Global International Instrument Certificate,

then this Global International Instrument Certificate (including the obligation to deliver Individual International Instrument Certificate) will become void at 6.00 pm (London time) on such thirtieth day (in the case of paragraph 5.1 above) or at 6.00 pm (London time) on such due date (in the case of paragraph 5.2 above) and the Holder

will have no further rights hereunder, but without prejudice to the rights which the Holder or others may have under the Deed of Covenant.

## 6. Delivery of Individual International Certificates

Whenever this Global International Instrument Certificate is to be exchanged for Individual International Instrument Certificates, SEK shall procure that Individual International Instrument Certificates will be issued in an aggregate principal amount equal to the principal amount of this Global International Instrument Certificate within five business days of the delivery, by or on behalf of the Holder, Euroclear and/or Clearstream, Luxembourg, to the International Registrar of such information as is required to complete and deliver such Individual International Instrument Certificates (including, without limitation, the names and addresses of the persons in whose names the Individual International Instrument Certificates are to be registered and the principal amount of each such person's holding) against the surrender of this Global International Instrument Certificate at the Specified Office (as defined in the Fiscal Agency Agreement) of the International Registrar. Such exchange will be effected in accordance with the provisions of the Fiscal Agency Agreement and the regulations concerning the transfer and registration of Instruments scheduled thereto and, in particular, shall be effected without charge to any Holder, but against such indemnity as the International Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange. In this paragraph, "**business day**" means a day on which commercial banks are open for business (including dealings in foreign currencies) in the city in which the International Registrar has its Specified Office.

## 7. Conditions Apply

Save as otherwise provided herein, the Holder of this Global International Instrument Certificate shall have the benefit of, and be subject to, the Conditions and, for the purposes of this Global International Instrument Certificate, any reference in the Conditions to "**Instrument Certificate**" or "**Instrument Certificates**" shall, except where the context otherwise requires, be construed so as to include this Global International Instrument Certificate.

## 8. Payments and Payment Record Date

- 8.1.1 In relation to payments made in respect of this Global International Instrument Certificate, so long as this Global International Instrument Certificate is held on behalf of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, the definition of "Business Day" in Condition 1.1 (*Interpretation — Definitions*) shall be amended so as to disapply paragraphs (A)(i)(b) and (A)(ii)(b) of that definition.
- 8.1.2 Each payment made in respect of this Global International Instrument Certificate will be made to the persons shown as the Holder in the Register at the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment (the "**Record Date**") where "**Clearing System Business Day**" means a day on which each clearing system for which this Global International Instrument Certificate is being held is open for business. Each payment so made will discharge SEK's obligations

in respect of Instruments represented by this Global International Instrument Certificate.

## 9. Exercise of Put Option

In order to exercise the option contained in Condition 11.5 (*Redemption at the option of Holders*) (the “**Put Option**”), the Holder must, within the period specified in the Conditions for the deposit of the relevant Instrument Certificate and put notice, give written notice of such exercise to the International Registrar specifying the principal amount of Instruments in respect of which the Put Option is being exercised. Any such notice shall be irrevocable and may not be withdrawn.

## 10. Exercise of Call Option

In connection with an exercise of the option contained in Condition 11.3 (*Redemption at the option of SEK*) in relation to some only of the Instruments, the Instruments represented by this Global International Instrument Certificate may be redeemed in part in the principal amount specified by SEK in accordance with the Conditions and the Instruments to be redeemed will not be selected as provided in the Conditions but in accordance with the rules and procedures of Euroclear and Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in principal amount at their discretion).

## 11. Notices

Notwithstanding Condition 20 (*Notices*), so long as this Global International Instrument Certificate is held on behalf of Euroclear and/or Clearstream, Luxembourg or any other clearing system (an “**Alternative Clearing System**”), notices to Holders of Instruments represented by this Global International Instrument Certificate may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg or (as the case may be) such Alternative Clearing System and, in any case, such notices shall be deemed to have been given to the Holders in accordance with Condition 20 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or such Alternative Clearing System[; *provided, however,* for so long as such Instruments are admitted to trading on the regulated market of the Luxembourg Stock Exchange and its rules so require, notices will also be published on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu))](17).

## 12. Legends

The statements set out in the legends above are an integral part of this Global Instrument International Certificate and, by acceptance hereof, each Holder of this Global International Instrument Certificate agrees to be subject to and bound by such legends.

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(17) Include where the Instruments are admitted to trading on the regulated market of the Luxembourg Stock Exchange.

**13. Determination of Entitlement**

This Global International Instrument Certificate is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this Global International Instrument Certificate.

**14. Authentication**

This Global International Instrument Certificate shall not be valid for any purpose until it has been authenticated for and on behalf of Deutsche Bank Luxembourg S.A. as International Registrar.

**15. Governing Law**

This Global International Instrument Certificate and any non-contractual obligations arising out of or in connection with it are governed by English law.

**AS WITNESS** the manual or facsimile signature of a duly authorised person for and on behalf of SEK.

**AB SVENSK EXPORTKREDIT (publ)**

By: \_\_\_\_\_  
[manual or facsimile signature]  
(*duly authorised*)

**ISSUED** on \_\_\_\_\_

**AUTHENTICATED for and on behalf of  
DEUTSCHE BANK LUXEMBOURG S.A.**  
as International Registrar without recourse, warranty or liability

By: \_\_\_\_\_  
[manual signature]  
(*duly authorised*)

## FORM OF TRANSFER

### FOR VALUE RECEIVED

, being the registered holder of this Global International Instrument Certificate, hereby transfers to \_\_\_\_\_ of \_\_\_\_\_ in principal amount of [Currency] [Amount] [Title] (the “**Instruments**”) of AB Svensk Exportkredit (publ) (“**SEK**”) and irrevocably requests and authorises Deutsche Bank Luxembourg S.A., in its capacity as International Registrar in relation to the Instruments (or any successor to Deutsche Bank Luxembourg S.A., in its capacity as such) to effect the relevant transfer by means of appropriate entries in the register kept by it.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(*duly authorised*)

### Notes

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Global International Instrument Certificate.

- (a) A representative of such registered holder should state the capacity in which he signs, e.g. executor.
- (b) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the International Registrar may require.
- (c) Any transfer of Instruments shall be in an amount equal to the minimum denomination as may be specified in the relevant [Final Terms/Pricing Supplement/Drawdown Prospectus] or an integral multiple thereof.

[Attach Final Terms/Pricing Supplement/Drawdown Prospectus]

[Insert Terms and Conditions as set out in the Base Prospectus]

## SCHEDULE 5

### FORM OF INDIVIDUAL INTERNATIONAL INSTRUMENT CERTIFICATE

Series Number: [•]  
Tranche Number: [•]

ISIN: [•]  
Common Code: [•]

#### AB SVENSK EXPORTKREDIT (publ)

(Swedish Export Credit Corporation)  
(Incorporated in the Kingdom of Sweden with limited liability)

#### Unlimited Programme for the Continuous Issuance of Debt Instruments

[Currency] [Amount]  
[Title of Instruments]  
(the “Instruments”)

This Individual International Instrument Certificate is issued in respect of a series of instruments (the “Instruments”) of AB Svensk Exportkredit (publ) (the “Issuer”) described in the [final terms (the “Final Terms”)/pricing supplement (the “Pricing Supplement”)/drawdown prospectus (the “Drawdown Prospectus”)] a copy of the relevant particulars of which is attached to this Instrument. The Instruments are constituted by a deed of covenant dated 4 April 2014 (as amended or supplemented from time to time, the “Deed of Covenant”) and are the subject of a fiscal agency agreement dated 30 March 2017 (as amended or supplemented from time to time, the “Fiscal Agency Agreement”) and made between SEK, Deutsche Bank Luxembourg S.A. as international registrar (the “International Registrar”, which expression includes any successor International Registrar appointed from time to time in connection with the Instruments), Deutsche Bank Trust Company Americas as DTC Registrar, Deutsche Bank AG, London Branch as fiscal agent and the other paying agents named therein. If a Pricing Supplement or a Drawdown Prospectus is annexed hereto, each reference in this Global International Instrument Certificate to “Final Terms” shall be read and construed as a reference to the final terms of the Instruments set out in such Pricing Supplement or Drawdown Prospectus, unless the context requires otherwise.

Any reference herein to the “Conditions” is to the Terms and Conditions of the Instruments endorsed on this Instrument, as completed, supplemented, amended and/or replaced by the Final Terms, and any reference to a numbered “Condition” is to the correspondingly numbered provision thereof. Words and expressions defined in the Conditions shall have the same meanings when used in this Individual International Instrument Certificate.

This is to certify that:

of

is the person registered in the register maintained by the International Registrar in relation to the Instruments (the “**Register**”) as the duly registered holder or, if more than one person is so registered, the first-named of such persons (the “**Holder**”) of:

[*Currency*]  
(  
[*Currency in word*])

in aggregate principal amount of the Instruments.

SEK, for value received, hereby promises to repay the Instruments in accordance with the Conditions to the Holders on such date or dates as the same may become payable in accordance with the Conditions, and to pay interest and such principal sum in arrear on the dates and at the rate specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions.

This Individual International Instrument Certificate is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this Individual International Instrument Certificate.

This Individual International Instrument Certificate shall not be valid for any purpose until it has been authenticated for and on behalf of Deutsche Bank Luxembourg S.A. as International Registrar.

This Individual International Instrument Certificate and any non-contractual obligations arising out of or in connection with it are governed by English law.

**AS WITNESS** the manual or facsimile signature of a duly authorised person for and on behalf of SEK.

**AB SVENSK EXPORTKREDIT (publ)**

By: \_\_\_\_\_  
[*manual or facsimile signature*]  
(*duly authorised*)

**ISSUED** as of

**AUTHENTICATED** for and on behalf of  
**DEUTSCHE BANK LUXEMBOURG S.A.**  
as International Registrar without recourse, warranty or liability

By: \_\_\_\_\_  
[*manual signature*]  
(*duly authorised*)

## FORM OF TRANSFER

### FOR VALUE RECEIVED

hereby transfers to

, being the registered holder of this Individual International Instrument Certificate,  
of in principal amount of [Currency]  
[Amount] [Title] (the “**Instruments**”) of AB Svensk Exportkredit (publ) (“**SEK**”) and irrevocably requests and authorises Deutsche Bank Luxembourg S.A., in its capacity as International Registrar in relation to the Instruments (or any successor to Deutsche Bank Luxembourg S.A., in its capacity as such) to effect the relevant transfer by means of appropriate entries in the register kept by it.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(*duly authorised*)

### Notes

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Individual International Instrument Certificate.

- (a) A representative of such registered holder should state the capacity in which he signs, *e.g.* executor.
- (b) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the International Registrar may require.
- (c) Any transfer of Instruments shall be in an amount equal to the minimum denomination as may be specified in the relevant [Final Terms/Pricing Supplement/Drawdown Prospectus] or an integral multiple thereof.

*[Attached to each Instrument Certificate:]*

*[Final Terms/Pricing Supplement/Drawdown Prospectus]*

*[Terms and Conditions as set out in the Base Prospectus]*

*[At the foot of the Terms and Conditions:]*

**FISCAL AGENT**

**Deutsche Bank AG, London Branch**  
Winchester House  
1 Great Winchester Street  
London EC2N 2DB

**INTERNATIONAL REGISTRAR and PAYING AGENT**

**Deutsche Bank Luxembourg S.A.**  
2 Boulevard Konrad Adenauer  
L-1115 Luxembourg

**IRISH PAYING AGENT**

Deutsche International Corporate Services (Ireland) Limited  
Sixth Floor, Pinnacle 2  
Eastpoint Business Park  
Dublin 3  
Ireland

**SCHEDULE 6**  
**FORM OF UNRESTRICTED GLOBAL INSTRUMENT CERTIFICATE**

Series Number: [•]  
Tranche Number: [•]

ISIN: [•]  
Common Code: [•]  
CUSIP Number: [•]

THE INSTRUMENTS REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”) OR ANY SECURITIES LAW OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING THE INSTRUMENTS REPRESENTED HEREBY, AGREES FOR THE BENEFIT OF SEK THAT THE INSTRUMENTS REPRESENTED HEREBY MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO THE ACCOUNT OR BENEFIT OF ANY U.S. PERSON.

IF THIS INSTRUMENT CERTIFICATE IS REGISTERED IN THE NAME OF CEDE & CO. (OR SUCH OTHER PERSON AS MAY BE NOMINATED BY THE DEPOSITORY TRUST COMPANY (“**DTC**”) FOR THE PURPOSE) (COLLECTIVELY, “**CEDE & CO.**”) AS NOMINEE FOR DTC, THEN, UNLESS THIS INSTRUMENT CERTIFICATE IS PRESENTED BY AN AUTHORISED REPRESENTATIVE OF DTC TO SEK OR ITS AGENT FOR REGISTRATION OR TRANSFER, EXCHANGE OR PAYMENT AND ANY INSTRUMENT CERTIFICATE ISSUED UPON REGISTRATION OF TRANSFER OR EXCHANGE OF THIS INSTRUMENT CERTIFICATE IS REGISTERED IN THE NAME OF CEDE & CO. (OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORISED REPRESENTATIVE OF DTC) AND ANY PAYMENT HEREUNDER IS MADE TO CEDE & CO. (OR, AS THE CASE MAY BE, SUCH OTHER PERSON), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, SINCE THE REGISTERED OWNER HEREOF, CEDE & CO. (OR, AS THE CASE MAY BE, SUCH OTHER PERSON), HAS AN INTEREST HEREIN.

UNLESS OTHERWISE STATED IN THE RELEVANT FINAL TERMS, PRICING SUPPLEMENT OR DRAWDOWN PROSPECTUS, BY ITS ACQUISITION AND HOLDING OF THE INSTRUMENTS, EACH HOLDER OF THE INSTRUMENTS WILL BE DEEMED TO HAVE REPRESENTED AND AGREED THAT (I) IT IS NOT AND IS NOT DEEMED FOR PURPOSES OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“**ERISA**”) OR SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “**CODE**”) TO BE (A) AN “**EMPLOYEE BENEFIT PLAN**” AS DEFINED IN ERISA AND SUBJECT TO PART 4 OF SUBTITLE B OF TITLE I OF ERISA, (B) A “**PLAN**” AS DEFINED IN AND SUBJECT TO SECTION 4975 OF THE CODE, OR (C) ANY ENTITY WHOSE UNDERLYING ASSETS CONSTITUTE, OR ARE DEEMED FOR PURPOSES OF ERISA OR THE CODE TO CONSTITUTE, “**PLAN ASSETS**” BY REASON OF SUCH PLAN INVESTMENT IN THE ENTITY (ANY OF THE FOREGOING, A “**BENEFIT PLAN INVESTOR**”), AND (II) IF AT ANY TIME THE PURCHASER OR TRANSFEREE WILL BE AN EMPLOYEE BENEFIT PLAN THAT IS NOT A BENEFIT PLAN INVESTOR AND THAT IS SUBJECT TO ANY UNITED STATES FEDERAL, STATE, LOCAL, OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE

CODE (“**SIMILAR LAW**”), THE PURCHASE AND HOLDING OF THE INSTRUMENTS DO NOT AND WILL NOT VIOLATE ANY SIMILAR LAW. ANY PURPORTED TRANSFER OF THIS INSTRUMENT THAT DOES NOT COMPLY WITH THESE REQUIREMENTS SHALL BE NULL AND VOID AB INITIO.

**AB SVENSK EXPORTKREDIT (publ)**

**(Swedish Export Credit Corporation)**  
*(Incorporated in the Kingdom of Sweden with limited liability)*

**Unlimited Programme for the Continuous Issuance of Debt Instruments**

[*Currency*] [*Amount*]  
[*Title of Instruments*]  
(the “**Instruments**”)

**UNRESTRICTED GLOBAL INSTRUMENT CERTIFICATE**

**1. Introduction**

This Unrestricted Global Instrument Certificate is issued in respect of the instruments (the “**Instruments**”) of AB Svensk Exportkredit (publ) (“**SEK**”) described in [the final terms (the “**Final Terms**”)/pricing supplement (the “**Pricing Supplement**”)/drawdown prospectus (“**Drawdown Prospectus**”)] a copy of which is annexed hereto. The Instruments are constituted by a deed of covenant dated 4 April 2014 (as amended or supplemented from time to time, the “**Deed of Covenant**”) and are the subject of a fiscal agency agreement dated 30 March 2017 (as amended or supplemented from time to time, the “**Fiscal Agency Agreement**”) and made between SEK, Deutsche Bank Trust Company Americas as DTC Registrar (the “**DTC Registrar**”, which expression includes any successor DTC Registrar appointed from time to time in connection with the Instruments), Deutsche Bank Luxembourg S.A. as transfer agent, Deutsche Bank AG, London Branch as fiscal agent and the other paying agents named therein. If a Pricing Supplement or a Drawdown Prospectus is annexed hereto, each reference in this Unrestricted Global Instrument Certificate to “**Final Terms**” shall be read and construed as a reference to the final terms of the Instruments set out in such Pricing Supplement or Drawdown Prospectus, unless the context requires otherwise.

**2. References to Conditions**

Any reference herein to the “**Conditions**” is to the terms and conditions of the Instruments attached hereto, as completed or supplemented, amended and/or replaced by the Final Terms and any reference to a numbered “**Condition**” is to the correspondingly numbered provision thereof. Words and expressions defined in the Conditions shall have the same meanings when used in this Unrestricted Global Instrument Certificate.

### 3. Registered holder

This is to certify that:

**CEDE & CO.**

is the person registered in the register maintained by the DTC Registrar in relation to the Instruments (the “**Register**”) as the duly registered holder (the “**Holder**”) of an aggregate principal amount of Instruments equal to the Aggregate Nominal Amount specified in the Final Terms or (if the Aggregate Nominal Amount in respect of the Series specified in the Final Terms is different from the Aggregate Nominal Amount in respect of the Tranche specified in the Final Terms) the Aggregate Nominal Amount in respect of the Tranche specified in the Final Terms.

### 4. Promise to pay

SEK, for value received, hereby promises to repay the Instruments in accordance with the Conditions to the Holder on such date or dates as the same may become payable in accordance with the Conditions, and to pay interest on such principal sum in arrear on the dates and at the rate specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions. The principal amount of this Unrestricted Global Instrument Certificate is such principal sum as is noted in the records of the custodian for The Depository Trust Company (the “**DTC Custodian**” and “**DTC**”, respectively).

### 5. Transfers in whole

Transfers of this Unrestricted Global Instrument Certificate shall be limited to transfers in whole, but not in part, to nominees of DTC or to a successor of DTC or to such successor’s nominee.

### 6. Exchange for Unrestricted Individual Instrument Certificates

This Unrestricted Global Instrument Certificate will be exchanged in whole (but not in part) for duly authenticated and completed individual instrument certificates (“**Unrestricted Individual Instrument Certificates**”) in substantially the form (subject to completion) set out in Schedule 8 (*Form of Unrestricted Individual Instrument Certificate*) to the Fiscal Agency Agreement:

- (a) on the expiry of such period of notice as may be specified in the Final Terms; or
- (b) at any time, if so specified in the Final Terms; or
- (c) if the relevant Final Terms specifies “in the limited circumstances described in the Global Instrument Certificate”, then:
  - (i) in the case of any Global Instrument Certificate held by or on behalf of DTC, if DTC notifies SEK that it is no longer willing or able to discharge properly its responsibilities as depositary with respect to this Unrestricted Global Instrument Certificate or DTC ceases to be a clearing agency (as defined in the United States Securities Exchange

Act of 1934), or if at any time DTC is no longer eligible to act as such, and SEK is (in the case of DTC ceasing to be a depositary) unable to locate a qualified successor within 90 days of receiving notice or becoming aware of such ineligibility on the part of DTC; or

- (ii) in the case of any Unrestricted Global Instrument Certificate, if Euroclear Bank SA/NV (“**Euroclear**”), Clearstream Banking, *société anonyme* (“**Clearstream, Luxembourg**”) or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or
- (iii) in any case, if any of the circumstances described in Condition 12 (*Events of Default*) occurs.

Such exchange shall be effected in accordance with paragraph 8 (*Delivery of Unrestricted Individual Instrument Certificates*) below. SEK shall notify the Holder of the occurrence of any of the events specified in paragraphs (a), (b) and (c) above as soon as practicable thereafter.

## **7. Failure to deliver Unrestricted Individual Instrument Certificates or to pay**

If:

- (a) Unrestricted Individual Instrument Certificates have not been issued and delivered by 6.00 p.m. (London time) on the thirtieth day after the date on which the same are due to be issued and delivered in accordance with paragraph 8 (*Delivery of Unrestricted Individual Instrument Certificates*) below; or
- (b) any of the Instruments evidenced by this Unrestricted Global Instrument Certificate has become due and payable in accordance with the Conditions or the date for final redemption of this Unrestricted Global Instrument Certificate has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the Holder on the due date for payment in accordance with the terms of this Unrestricted Global Instrument Certificate,

then this Unrestricted Global Instrument Certificate (including the obligation to deliver Unrestricted Individual Instrument Certificates) will become void at 6.00 pm (London time) on such thirtieth day (in the case of paragraph (a) above) or at 6.00 pm (London time) on such due date (in the case of paragraph (b) above) and the Holder will have no further rights hereunder, but without prejudice to the rights which the Holder or others may have under the Deed of Covenant.

## **8. Delivery of Unrestricted Individual Instrument Certificates**

Whenever this Unrestricted Global Instrument Certificate is to be exchanged for Unrestricted Individual Instrument Certificates, SEK shall procure that Unrestricted Individual Instrument Certificates will be issued in an aggregate principal amount equal to the principal amount of this Unrestricted Global Instrument Certificate within

five business days of the delivery, by or on behalf of the Holder, DTC, Euroclear and/or Clearstream, Luxembourg, to the DTC Registrar of such information as is required to complete and deliver such Unrestricted Individual Instrument Certificates (including, without limitation, the names and addresses of the persons in whose names the Unrestricted Individual Instrument Certificates are to be registered and the principal amount of each such person's holding) against the surrender of this Unrestricted Global Instrument Certificate at the Specified Office (as defined in the Fiscal Agency Agreement) of the DTC Registrar. Such exchange will be effected in accordance with the provisions of the Fiscal Agency Agreement and the regulations concerning the transfer and registration of Instruments scheduled thereto and, in particular, shall be effected without charge to any Holder, but against such indemnity as the DTC Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange. In this paragraph, "**business day**" means a day on which commercial banks are open for business (including dealings in foreign currencies) in the city in which the DTC Registrar has its Specified Office.

#### 9. Transfer and exchange for an interest in the Restricted Global Instrument Certificate

If a holder of a beneficial interest in the Instruments represented by this Unrestricted Global Instrument Certificate wishes at any time to transfer such beneficial interest to a person who wishes to take delivery thereof in the form of a beneficial interest in the restricted global instrument certificate issued in relation to the Instruments (the "**Restricted Global Instrument Certificate**"), such holder may transfer such beneficial interest in accordance with the rules and operating procedures of DTC, Euroclear and Clearstream, Luxembourg and the terms of this paragraph. Upon receipt by the DTC Registrar of:

- (a) notification by DTC, Euroclear and/or Clearstream, Luxembourg (as applicable), or their respective custodians or depositaries, that the appropriate debit and credit entries have been made in the accounts of the relevant participants of DTC, Euroclear and/or Clearstream, Luxembourg (as the case may be); and
- (b) a certificate in the form of Schedule 14 (*Form of Transfer Certificate*) to the Fiscal Agency Agreement given by the holder of such beneficial interest requesting such transfer or exchange and, in the case of transfer or exchange on or prior to the fortieth day after the date of issue of this Unrestricted Global Instrument Certificate, stating that the transfer or exchange of such interest has been made in compliance with the transfer restrictions applicable to the Instruments and that the person transferring such interest in this Unrestricted Global Instrument Certificate reasonably believes that the person acquiring such interest in the Restricted Global Instrument Certificate is a qualified institutional buyer (as defined in Rule 144A under the United States Securities Act of 1933) and is obtaining such beneficial interest in a transaction meeting the requirements of Rule 144A,

SEK shall procure that (i) the DTC Registrar decreases the aggregate principal amount of this Unrestricted Global Instrument Certificate by the principal amount of Instruments the subject of such transfer and increases the aggregate principal amount

of the Restricted Global Instrument Certificate by such principal amount and (ii) appropriate entries are made in the records of the DTC Custodian so as to reflect such decrease and increase.

#### **10. Conditions apply**

Save as otherwise provided herein, the Holder of this Unrestricted Global Instrument Certificate shall have the benefit of, and be subject to, the Conditions and, for the purposes of this Unrestricted Global Instrument Certificate, any reference in the Conditions to “**Instrument Certificate**” or “**Instrument Certificates**” shall, except where the context otherwise requires, be construed so as to include this Unrestricted Global Instrument Certificate.

#### **11. Payments and Payment Record Date**

- (a) In relation to payments made in respect of this Unrestricted Global Instrument Certificate, so long as this Unrestricted Global Instrument Certificate is held on behalf of DTC and/or any other relevant clearing system, the definition of “Business Day” in Condition 1.1 (*Interpretation — Definitions*) shall be amended so as to disapply paragraphs (A)(i)(b) and (A)(ii)(b) of that definition.
- (b) Each payment made in respect of this Unrestricted Global Instrument Certificate will be made to the persons shown as the Holder in the Register at the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment (the “**Record Date**”) where “**Clearing System Business Day**” means a day on which each clearing system for which this Unrestricted Global Instrument Certificate is being held is open for business. Each payment so made will discharge SEK’s obligations in respect of Instruments represented by this Unrestricted Global Instrument Certificate.

#### **12. Exercise of Put Option**

In order to exercise the option contained in Condition 11.5 (*Redemption at the option of Holders*) the holder of this Unrestricted Global Instrument Certificate must, within the period specified in the Conditions for the deposit of the relevant Instrument Certificate and put notice, give written notice of such exercise to the DTC Registrar specifying the principal amount of Instruments in respect of which such option is being exercised. Any such notice will be irrevocable and may not be withdrawn.

#### **13. Exercise of Call Option**

In connection with an exercise of the option contained in Condition 11.3 (*Redemption at the option of SEK*) in relation to some only of the Instruments, this Unrestricted Global Instrument Certificate may be redeemed in part in the principal amount specified by SEK in accordance with the Conditions and the Instruments to be redeemed will not be selected as provided in the Conditions but in accordance with the rules and procedures of DTC (to be reflected in the records of DTC as either a pool factor or a reduction in principal amount, at its discretion).

#### **14. Notices**

Notwithstanding Condition 20 (*Notices*), so long as this Unrestricted Global Instrument Certificate is held on behalf of DTC or any other clearing system (an “**Alternative Clearing System**”), notices to Holders of Instruments represented by this Unrestricted Global Instrument Certificate may be given by delivery of the relevant notice to DTC or (as the case may be) such Alternative Clearing System and such notices shall be deemed to have been given to the Holders in accordance with Condition 20 (*Notices*) on the date of delivery to DTC or (as the case may be) such Alternative Clearing System.

#### **15. Legends**

The statements set out in the legends above are an integral part of this Unrestricted Global Instrument Certificate and, by acceptance hereof, each Holder of this Unrestricted Global Instrument Certificate agrees to be subject to and bound by such legends.

#### **16. Determination of entitlement**

This Unrestricted Global Instrument Certificate is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this Unrestricted Global Instrument Certificate.

#### **17. Authentication**

This Unrestricted Global Instrument Certificate shall not be valid for any purpose until it has been authenticated for and on behalf of Deutsche Bank Trust Company Americas as DTC Registrar.

#### **18. Governing law**

This Unrestricted Global Instrument Certificate and all non-contractual obligations arising out of or in connection with it are governed by English law.

**AS WITNESS** the manual or facsimile signature of a duly authorised person on behalf of SEK.

**AB SVENSK EXPORTKREDIT (publ)**

By: \_\_\_\_\_

*[manual or facsimile signature]*  
*(duly authorised)*

**ISSUED** as of [•] 20[•]

**AUTHENTICATED** for and on behalf of  
**DEUTSCHE BANK TRUST COMPANY AMERICAS**  
as DTC Registrar without recourse, warranty or liability

By: \_\_\_\_\_

*[manual signature]*  
*(duly authorised)*

## THE SCHEDEULE

The initial principal amount of this Global Instrument Certificate is [Currency] [●]. The following decreases/increases in the principal amount of this Global Instrument Certificate have been made:

<u>Date of Decrease/increase</u>	<u>Decrease in principal Amount</u>	<u>Increase in principal amount</u>	<u>Total principal amount following such decrease/increase</u>

## FORM OF TRANSFER

**FOR VALUE RECEIVED** [•], being the registered holder of this Unrestricted Global Instrument Certificate, hereby transfers to [•] of [•], [Currency] [•] in principal amount of the [Currency] [Amount] [Title] (the “**Instruments**”) of AB Svensk Exportkredit (publ) (“**SEK**”) and irrevocably requests and authorises Deutsche Bank Trust Company Americas in its capacity as DTC Registrar in relation to the Instruments (or any successor to Deutsche Bank Trust Company Americas in its capacity as such) to effect the relevant transfer by means of appropriate entries in the register kept by it.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
*(duly authorised)*

### Instruments

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Unrestricted Global Instrument Certificate.

A representative of such registered holder should state the capacity in which he signs, *e.g.* executor.

- (a) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the DTC Registrar may require.
- (b) Any transfer of Instruments shall be in an amount equal to the minimum denomination as may be specified in the relevant [Final Terms/Pricing Supplement/Drawdown Prospectus] or an integral multiple thereof.

*[Terms and Conditions as set out in the Base Prospectus]*

*[At the foot of the Terms and Conditions:]*

**FISCAL AGENT**

**Deutsche Bank AG, London Branch**  
Winchester House  
1 Great Winchester Street  
London EC2N 2DB

**DTC REGISTRAR and DTC PAYING AGENT**

**Deutsche Bank Trust Company Americas**  
60 Wall Street  
New York, NY 10005  
United States of America

**TRANSFER AGENT**

**Deutsche Bank Trust Company Americas**  
60 Wall Street  
New York, NY 10005  
United States of America

*[Attached to each Unrestricted Global Instrument Certificate:]*

*[Final Terms/Pricing Supplement/Drawdown Prospectus]*

**SCHEDULE 7**  
**FORM OF RESTRICTED GLOBAL INSTRUMENT CERTIFICATE**

Series Number: [•]  
Tranche Number: [•]

ISIN: [•]  
Common Code: [•]  
CUSIP Number: [•]

THE INSTRUMENTS REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”) OR ANY SECURITIES LAW OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING THE INSTRUMENTS REPRESENTED HEREBY, AGREES FOR THE BENEFIT OF SEK THAT THE INSTRUMENTS REPRESENTED HEREBY MAY BE REOFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY IN COMPLIANCE WITH THE SECURITIES ACT AND OTHER APPLICABLE LAWS AND ONLY (1) PURSUANT TO RULE 144A UNDER THE SECURITIES ACT TO A PERSON THAT THE HOLDER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PURCHASING FOR ITS OWN ACCOUNT OR A PERSON PURCHASING FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER WHOM THE HOLDER HAS INFORMED, IN EACH CASE, THAT THE REOFFER, RESALE, PLEDGE OR OTHER TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (2) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT, (3) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR (4) TO SEK, OR ITS AFFILIATES.

IF THIS INSTRUMENT CERTIFICATE IS REGISTERED IN THE NAME OF CEDE & CO. (OR SUCH OTHER PERSON AS MAY BE NOMINATED BY THE DEPOSITORY TRUST COMPANY (“DTC”) FOR THE PURPOSE) (COLLECTIVELY, “**CEDE & CO.**”) AS NOMINEE FOR DTC, THEN, UNLESS THIS INSTRUMENT CERTIFICATE IS PRESENTED BY AN AUTHORISED REPRESENTATIVE OF DTC TO SEK OR ITS AGENT FOR REGISTRATION OR TRANSFER, EXCHANGE OR PAYMENT AND ANY INSTRUMENT CERTIFICATE ISSUED UPON REGISTRATION OF TRANSFER OR EXCHANGE OF THIS INSTRUMENT CERTIFICATE IS REGISTERED IN THE NAME OF CEDE & CO. (OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORISED REPRESENTATIVE OF DTC) AND ANY PAYMENT HEREUNDER IS MADE TO CEDE & CO. (OR, AS THE CASE MAY BE, SUCH OTHER PERSON), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, SINCE THE REGISTERED OWNER HEREOF, CEDE & CO. (OR, AS THE CASE MAY BE, SUCH OTHER PERSON), HAS AN INTEREST HEREIN.

UNLESS OTHERWISE STATED IN THE RELEVANT FINAL TERMS, PRICING SUPPLEMENT OR DRAWDOWN PROSPECTUS, BY ITS ACQUISITION AND HOLDING OF THE INSTRUMENTS, EACH HOLDER OF THE INSTRUMENTS WILL BE DEEMED TO HAVE REPRESENTED AND AGREED THAT (I) IT IS NOT AND IS NOT DEEMED FOR PURPOSES OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“**ERISA**”) OR SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS

AMENDED (THE “CODE”) TO BE (A) AN “EMPLOYEE BENEFIT PLAN” AS DEFINED IN ERISA AND SUBJECT TO PART 4 OF SUBTITLE B OF TITLE I OF ERISA, (B) A “PLAN” AS DEFINED IN AND SUBJECT TO SECTION 4975 OF THE CODE, OR (C) ANY ENTITY WHOSE UNDERLYING ASSETS CONSTITUTE, OR ARE DEEMED FOR PURPOSES OF ERISA OR THE CODE TO CONSTITUTE, “PLAN ASSETS” BY REASON OF SUCH PLAN INVESTMENT IN THE ENTITY (ANY OF THE FOREGOING, A “BENEFIT PLAN INVESTOR”), AND (II) IF AT ANY TIME THE PURCHASER OR TRANSFEREE WILL BE AN EMPLOYEE BENEFIT PLAN THAT IS NOT A BENEFIT PLAN INVESTOR AND THAT IS SUBJECT TO ANY UNITED STATES FEDERAL, STATE, LOCAL, OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (“SIMILAR LAW”), THE PURCHASE AND HOLDING OF THE INSTRUMENTS DO NOT AND WILL NOT VIOLATE ANY SIMILAR LAW. ANY PURPORTED TRANSFER OF THIS INSTRUMENT THAT DOES NOT COMPLY WITH THESE REQUIREMENTS SHALL BE NULL AND VOID AB INITIO.

**AB SVENSK EXPORTKREDIT (publ)**  
**(Swedish Export Credit Corporation)**  
*(Incorporated in the Kingdom of Sweden with limited liability)*

**Unlimited Programme for the Continuous Issuance of Debt Instrument**

[Currency] [Amount]  
[Title]  
(the “**Instruments**”)

**RESTRICTED GLOBAL INSTRUMENT CERTIFICATE**

**1. Introduction**

This Restricted Global Instrument Certificate is issued in respect of the instruments (the “**Instruments**”) of AB Svensk Exportkredit (publ) (“**SEK**”) described in the [final terms (the “**Final Terms**”)/pricing supplement (the “**Pricing Supplement**”)/drawdown prospectus (“**Drawdown Prospectus**”)] a copy of which is annexed hereto. The Instruments are constituted by a deed of covenant dated 4 April 2014 (as amended or supplemented from time to time, the “**Deed of Covenant**”) entered into by SEK and are the subject of a fiscal agency agreement dated 30 March 2017 (as amended or supplemented from time to time, the “**Fiscal Agency Agreement**”) and made between SEK, Deutsche Bank Trust Company Americas as DTC Registrar (the “**DTC Registrar**”, which expression includes any successor registrar appointed from time to time in connection with the Instruments), Deutsche Bank Luxembourg S.A. as transfer agent, Deutsche Bank AG, London Branch as fiscal agent and the other paying agents named therein. If a Pricing Supplement or a Drawdown Prospectus is annexed hereto, each reference in this Restricted Global Instrument Certificate to “**Final Terms**” shall be read and construed as a reference to the final terms of the Instruments set out in such Pricing Supplement or Drawdown Prospectus, unless the context requires otherwise.

## 2. References to Conditions

Any reference herein to the “**Conditions**” is to the terms and conditions of the Instruments attached hereto, as completed or supplemented, amended and/or replaced by the Final Terms and any reference to a numbered “**Condition**” is to the correspondingly numbered provision thereof. Words and expressions defined in the Conditions shall have the same meanings when used in this Restricted Global Instrument Certificate.

## 3. Registered holder

This is to certify that:

**CEDE & CO.**

is the person registered in the register maintained by the Registrar in relation to the Instruments (the “**Register**”) as the duly registered holder (the “**Holder**”) of an aggregate principal amount of Instruments equal to the Aggregate Nominal Amount specified in the Final Terms or (if the Aggregate Nominal Amount in respect of the Series specified in the Final Terms is different from the Aggregate Nominal Amount in respect of the Tranche specified in the Final Terms) the Aggregate Nominal Amount of the Tranche specified in the Final Terms.

## 4. Promise to pay

SEK, for value received, hereby promises to repay the Instruments in accordance with the Conditions to the Holder on such date or dates as the same may become payable in accordance with the Conditions, and to pay interest on such principal sum in arrear on the dates and at the rate specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions. The principal amount of this Restricted Global Instrument Certificate is such principal sum as is noted in the records of the custodian for The Depository Trust Company (the “**DTC Custodian**” and “**DTC**”, respectively).

## 5. Transfers in whole

Transfers of this Restricted Global Instrument Certificate shall be limited to transfers in whole, but not in part, to nominees of DTC or to a successor of DTC or to such successor’s nominee.

## 6. Exchange for Restricted Individual Instrument Certificates

This Restricted Global Instrument Certificate will be exchanged in whole (but not in part) for duly authenticated and completed individual instrument certificates (“**Restricted Individual Instrument Certificates**”) in substantially the form (subject to completion) set out in Schedule 9 (*Form of Restricted Individual Instrument Certificate*) to the Fiscal Agency Agreement:

- (a) on the expiry of such period of notice as may be specified in the Final Terms; or
- (b) at any time, if so specified in the Final Terms; or

(c) if the relevant Final Terms specifies “in the limited circumstances described in the Global Instrument Certificate”, then:

- (i) in the case of any Global Instrument Certificate held by or on behalf of DTC, if DTC notifies SEK that it is no longer willing or able to discharge properly its responsibilities as depositary with respect to this Restricted Global Instrument Certificate or DTC ceases to be a clearing agency (as defined in the United States Securities Exchange Act of 1934), or at any time DTC is no longer eligible to act as such, and SEK is (in the case of DTC ceasing to be a depositary) unable to locate a qualified successor within 90 days of receiving notice or becoming aware of such ineligibility on the part of DTC;
- (ii) in the case of any Restricted Global Instrument Certificate, if Euroclear Bank SA/NV (“**Euroclear**”), Clearstream Banking, *société anonyme*, (“**Clearstream, Luxembourg**”) or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or
- (iii) in any other case, if any of the circumstances described in Condition 12 (*Events of Default*) occurs.

Such exchange shall be effected in accordance with paragraph 8 (*Delivery of Restricted Individual Instrument Certificates*). SEK shall notify the Holder of the occurrence of any of the events specified in (a), (b) and (c) as soon as practicable thereafter.

## 7. Failure to deliver Restricted Individual Instrument Certificates or to pay

If:

- (a) Restricted Individual Instrument Certificates have not been issued and delivered by 6.00 p.m. (London time) on the thirtieth day after the date on which the same are due to be issued and delivered in accordance with paragraph 8 (*Delivery of Restricted Individual Instrument Certificates*) below; or
- (b) any of the Instruments evidenced by this Restricted Global Instrument Certificate has become due and payable in accordance with the Conditions or the date for final redemption of this Restricted Global Instrument Certificate has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the Holder on the due date for payment in accordance with the terms of this Restricted Global Instrument Certificate,

then this Restricted Global Instrument Certificate (including the obligation to deliver Restricted Individual Instrument Certificates) will become void at 6.00 pm (London time) on such thirtieth day (in the case of paragraph (a) above) or at 6.00 pm (London time) on such due date (in the case of paragraph (b) above) and the Holder will have

no further rights hereunder, but without prejudice to the rights which the Holder or others may have under the Deed of Covenant.

## 8. Delivery of Restricted Individual Instrument Certificates

Whenever this Restricted Global Instrument Certificate is to be exchanged for Restricted Individual Instrument Certificates, SEK shall procure that Restricted Individual Instrument Certificates will be issued in an aggregate principal amount equal to the principal amount of this Restricted Global Instrument Certificate against the surrender of this Restricted Global Instrument Certificate at the Specified Office (as defined in the Conditions) of the DTC Registrar within five business days of:

- (a) the delivery to the DTC Registrar, by or on behalf of the Holder, DTC, Euroclear Bank SA/NV, as operator of Euroclear and Clearstream Luxembourg, of such information as is required to complete and deliver such Restricted Individual Instrument Certificates (including, without limitation, the names and addresses of the persons in whose names the Restricted Individual Instrument Certificates are to be registered and the principal amount of each such person's holding); and
- (b) the delivery to the DTC Registrar of a certificate given by or on behalf of the holder of each beneficial interest in this Restricted Global Instrument Certificate stating either (i) that such holder is not transferring its interest at the time of such exchange or (ii) that the transfer or exchange of such interest has been made in compliance with the transfer restrictions applicable to the Instruments and that the person transferring such interest reasonably believes that the person acquiring such interest is a qualified institutional buyer (as defined in Rule 144A under the United States Securities Act of 1933, as amended (the "**Securities Act**")) and is obtaining such beneficial interest in a transaction meeting the requirements of Rule 144A.

Such exchange will be effected in accordance with the provisions of the Fiscal Agency Agreement and the regulations concerning the transfer and registration of Instruments scheduled thereto and, in particular, shall be effected without charge to any Holder, but against such indemnity as the DTC Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange. In this paragraph, "**business day**" means a day on which commercial banks are open for business (including dealings in foreign currencies) in the city in which the DTC Registrar has its Specified Office.

## 9. Transfer and exchange for an interest in the Unrestricted Global Instrument Certificate

If a holder of a beneficial interest in the Instruments represented by this Restricted Global Instrument Certificate wishes at any time to transfer such beneficial interest to a person who wishes to take delivery thereof in the form of a beneficial interest in the unrestricted global instrument certificate issued in relation to the Instruments (the "**Unrestricted Global Instrument Certificate**"), such holder may transfer such beneficial interest in accordance with the rules and operating procedures of DTC, Euroclear and/or Clearstream, Luxembourg and the terms of this paragraph. Upon receipt by the DTC Registrar of:

- (a) notification by DTC, Euroclear and/or Clearstream, Luxembourg (as applicable), or their respective custodians or depositaries, that the appropriate debit and credit entries have been made in the accounts of the relevant participants of DTC, Euroclear and/or Clearstream, Luxembourg (as the case may be); and
- (b) a certificate in the form of Schedule 14 (*Form of Transfer Certificate*) to the Fiscal Agency Agreement given by the holder of such beneficial interest stating that the transfer or exchange of such interest has been made in compliance with the transfer restrictions applicable to the Instruments and that
  - (i) such transfer or exchange has been made pursuant to and in accordance with Regulation S (“**Regulation S**”) under the United States Securities Act of 1933 (the “**Securities Act**”) or (ii) the Instruments are being exchanged or transferred pursuant to an exemption from registration provided by Rule 144 under the Securities Act,

SEK shall procure that (1) the DTC Registrar decreases the aggregate principal amount of this Restricted Global Instrument Certificate by the principal amount of Instruments the subject of such transfer and increases the aggregate principal amount of the Unrestricted Global Instrument Certificate by such principal amount and (2) appropriate entries are made in the records of the DTC Custodian so as to reflect such decrease and increase.

#### 10. **Conditions apply**

Save as otherwise provided herein, the Holder of this Restricted Global Instrument Certificate shall have the benefit of, and be subject to, the Conditions and, for the purposes of this Restricted Global Instrument Certificate, any reference in the Conditions to “**Instrument Certificate**” or “**Instrument Certificates**” shall, except where the context otherwise requires, be construed so as to include this Restricted Global Instrument Certificate.

#### 11. **Payments and Payment Record Date**

- (a) In relation to payments made in respect of this Restricted Global Instrument Certificate, so long as this Restricted Global Instrument Certificate is held on behalf of DTC and/or any other relevant clearing system, the definition of “Business Day” in Condition 1.1 (*Interpretation — Definitions*) shall be amended so as to disapply paragraphs (A)(i) (b) and (A)(ii)(b) of that definition.
- (b) Each payment made in respect of this Restricted Global Instrument Certificate will be made to the persons shown as the Holder in the Register at the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment (the “**Record Date**”) where “**Clearing System Business Day**” means a day on which each clearing system for which this Restricted Global Instrument Certificate is being held is open for business. Each payment so made will discharge SEK’s obligations in respect of Instruments represented by this Restricted Global Instrument Certificate.

## 12. Exercise of Put Option

In order to exercise the option contained in Condition 11.5 (*Redemption at the option of Holders*) the holder of this Restricted Global Instrument Certificate must, within the period specified in the Conditions for the deposit of the relevant Instrument Certificate and put notice, give written notice of such exercise to the relevant Registrar specifying the principal amount of Instruments in respect of which such option is being exercised. Any such notice will be irrevocable and may not be withdrawn.

## 13. Exercise of Call Option

In connection with an exercise of the option contained in Condition 11.3 (*Redemption at the option of SEK*) in relation to some only of the Instruments, this Restricted Global Instrument Certificate may be redeemed in part in the principal amount specified by SEK in accordance with the Conditions and the Instruments to be redeemed will not be selected as provided in the Conditions but in accordance with the rules and procedures of DTC (to be reflected in the records of DTC as either a pool factor or a reduction in principal amount, at its discretion).

## 14. Notices

Notwithstanding Condition 20 (*Notices*), so long as this Restricted Global Instrument Certificate is held on behalf of DTC or any other clearing system (an “**Alternative Clearing System**”), notices to Holders of Instruments represented by this Restricted Global Instrument Certificate may be given by delivery of the relevant notice to DTC or (as the case may be) such Alternative Clearing System and such notices shall be deemed to have been given to the Holders in accordance with Condition 20 (*Notices*) on the date of delivery to DTC or (as the case may be) such Alternative Clearing System.

## 15. Legends

The statements set out in the legends above are an integral part of this Restricted Global Instrument Certificate and, by acceptance hereof, each Holder of this Restricted Global Instrument Certificate agrees to be subject to and bound by such legends.

## 16. Determination of entitlement

This Restricted Global Instrument Certificate is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this Restricted Global Instrument Certificate.

## 17. Authentication

This Restricted Global Instrument Certificate shall not be valid for any purpose until it has been authenticated for and on behalf of Deutsche Bank Trust Company Americas as DTC Registrar.

**18. Governing law**

This Restricted Global Instrument Certificate and all non-contractual obligations arising out of or in connection with it are governed by English law.

**AS WITNESS** the manual or facsimile signature of a duly authorised person on behalf of SEK.

**AB SVENSK EXPORTKREDIT (publ)**

By: \_\_\_\_\_

*[manual or facsimile signature]*  
*(duly authorised)*

**ISSUED** as of [•] 20[•]

**AUTHENTICATED** for and on behalf of  
**DEUTSCHE BANK TRUST COMPANY AMERICAS**  
as DTC Registrar without recourse, warranty or liability

By: \_\_\_\_\_

*[manual signature]*  
*(duly authorised)*

## THE SCHEDEULE

The initial principal amount of this Global Instrument Certificate is [Currency] [•]. The following decreases/increases in the principal amount of this Global Instrument Certificate have been made:

<u>Date of Decrease/increase</u>	<u>Decrease in principal Amount</u>	<u>Increase in principal amount</u>	<u>Total principal amount following such decrease/increase</u>
		104	

## FORM OF TRANSFER

**FOR VALUE RECEIVED** [•], being the registered holder of this Restricted Global Instrument Certificate, hereby transfers to [•] [Currency] [•] in principal amount of [Currency] [Amount] [Title] (the “**Instruments**”) of AB Svensk Exportkredit (publ) (“**SEK**”) and irrevocably requests and authorises Deutsche Bank Trust Company Americas in its capacity as DTC Registrar in relation to the Instruments (or any successor to Deutsche Bank Trust Company Americas in its capacity as such) to effect the relevant transfer by means of appropriate entries in the register kept by it.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
*(duly authorised)*

### Instruments

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Restricted Global Instrument Certificate.

A representative of such registered holder should state the capacity in which he signs, *e.g.* executor.

- (i) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the DTC Registrar may require.
- (ii) Any transfer of Instruments shall be in an amount equal to the minimum denomination as may be specified in the relevant [Final Terms/Pricing Supplement/Drawdown Prospectus] or an integral multiple thereof.

*[Terms and Conditions as set out in the Base Prospectus]*

*[At the foot of the Terms and Conditions:]*

**FISCAL AGENT**

**Deutsche Bank AG, London Branch**  
Winchester House  
1 Great Winchester Street  
London EC2N 2DB

**DTC REGISTRAR and  
DTC PAYING AGENT**

**Deutsche Bank Trust Company Americas**  
60 Wall Street  
New York, NY 10005  
United States of America

**TRANSFER AGENT**

**Deutsche Bank Trust Company Americas**  
60 Wall Street  
New York, NY 10005  
United States of America

*[Attached to each Restricted Global Instrument Certificate:]*

*[Final Terms/Pricing Supplement/Drawdown Prospectus]*

**SCHEDULE 8**  
**FORM OF UNRESTRICTED INDIVIDUAL INSTRUMENT CERTIFICATE**

Series Number: [•]

ISIN: [•]

Tranche Number: [•]

Common Code: [•]

Serial Number: [•]

CUSIP Number: [•]

THE INSTRUMENTS REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) OR ANY SECURITIES LAW OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING THE INSTRUMENTS REPRESENTED HEREBY, AGREES FOR THE BENEFIT OF SEK THAT THE INSTRUMENTS REPRESENTED HEREBY MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO THE ACCOUNT OR BENEFIT OF ANY U.S. PERSON.

UNLESS OTHERWISE STATED IN THE RELEVANT FINAL TERMS, PRICING SUPPLEMENT OR DRAWDOWN PROSPECTUS, BY ITS ACQUISITION AND HOLDING OF THE INSTRUMENTS, EACH HOLDER OF THE INSTRUMENTS WILL BE DEEMED TO HAVE REPRESENTED AND AGREED THAT (I) IT IS NOT AND IS NOT DEEMED FOR PURPOSES OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”) OR SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “CODE”) TO BE (A) AN “EMPLOYEE BENEFIT PLAN” AS DEFINED IN ERISA AND SUBJECT TO PART 4 OF SUBTITLE B OF TITLE I OF ERISA, (B) A “PLAN” AS DEFINED IN AND SUBJECT TO SECTION 4975 OF THE CODE, OR (C) ANY ENTITY WHOSE UNDERLYING ASSETS CONSTITUTE, OR ARE DEEMED FOR PURPOSES OF ERISA OR THE CODE TO CONSTITUTE, “PLAN ASSETS” BY REASON OF SUCH PLAN INVESTMENT IN THE ENTITY (ANY OF THE FOREGOING, A “BENEFIT PLAN INVESTOR”), AND (II) IF AT ANY TIME THE PURCHASER OR TRANSFEREE WILL BE AN EMPLOYEE BENEFIT PLAN THAT IS NOT A BENEFIT PLAN INVESTOR AND THAT IS SUBJECT TO ANY UNITED STATES FEDERAL, STATE, LOCAL, OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (“SIMILAR LAW”), THE PURCHASE AND HOLDING OF THE INSTRUMENTS DO NOT AND WILL NOT VIOLATE ANY SIMILAR LAW. ANY PURPORTED TRANSFER OF THIS INSTRUMENT THAT DOES NOT COMPLY WITH THESE REQUIREMENTS SHALL BE NULL AND VOID AB INITIO.

**AB SVENSK EXPORTKREDIT (publ)**  
**(Swedish Export Credit Corporation)**  
*(Incorporated in the Kingdom of Sweden with limited liability)*

**Unlimited Programme for the Continuous Issuance of Debt Instrument**

[Currency] [Amount]  
[Title]  
(the “**Instruments**”)

This Instrument Certificate is issued in respect of an issue of the instruments (the “**Instruments**”) of AB Svensk Exportkredit (publ) (“SEK”) described in the [final terms (the

“Final Terms”)/pricing supplement (the “Pricing Supplement”)/drawdown prospectus (the “Drawdown Prospectus”)] a copy of which is annexed hereto. The Instruments are constituted by a deed of covenant dated 4 April 2014 and are the subject of a fiscal agency agreement dated 30 March 2017 (as amended or supplemented from time to time, the “Fiscal Agency Agreement”) and made between SEK, Deutsche Bank Trust Company Americas as DTC Registrar (the “DTC Registrar”, which expression includes any successor registrar appointed from time to time in connection with the Instruments), Deutsche Bank Luxembourg S.A. as transfer agent, Deutsche Bank AG, London Branch as fiscal agent and the other paying agents named therein.

Any reference herein to the “Conditions” is to the terms and conditions of the Instruments endorsed hereon, as supplemented, amended and/or replaced by the [Final Terms/Pricing Supplement/Drawdown Prospectus] dated [•] and any reference to a numbered “Condition” is to the correspondingly numbered provision thereof. Words and expressions defined in the Conditions shall have the same meanings when used in this Unrestricted Individual Instrument Certificate.

This is to certify that:

of

is the person registered in the register maintained by the DTC Registrar in relation to the Instruments (the “Register”) as the duly registered holder or, if more than one person is so registered, the first-named of such persons (the “Holder”) of:

[Currency]

(

[Currency in words])

in aggregate principal amount of the Instruments.

SEK, for value received, hereby promises to repay the Instruments in accordance with the Conditions to the Holder on such date or dates as the same may become payable in accordance with the Conditions, and to pay interest on such principal sum in arrear on the dates and at the rate specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions.

This Instrument Certificate is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this Instrument Certificate.

This Instrument Certificate shall not be valid for any purpose until it has been authenticated for and on behalf of Deutsche Bank Trust Company Americas as DTC Registrar.

**AS WITNESS** the manual or facsimile signature of a duly authorised person on behalf of SEK.

**AB SVENSK EXPORTKREDIT (publ)**

By: \_\_\_\_\_

*[manual or facsimile signature]*  
*(duly authorised)*

**ISSUED** as of [Issue Date]

**AUTHENTICATED** for and on behalf of  
**DEUTSCHE BANK TRUST COMPANY AMERICAS**  
as DTC Registrar without recourse, warranty or liability

By: \_\_\_\_\_

*[manual signature]*  
*(duly authorised)*

## FORM OF TRANSFER

**FOR VALUE RECEIVED** [•], being the registered holder of this Instrument Certificate, hereby transfers to [•] of [•] [Currency] [•] in principal amount of [Currency] [Amount] [Title] (the “**Instruments**”) of AB Svensk Exportkredit (publ) (“SEK”) and irrevocably requests and authorises Deutsche Bank Trust Company Americas in its capacity as DTC Registrar in relation to the Instruments (or any successor to Deutsche Bank Trust Company Americas in its capacity as such) to effect the relevant transfer by means of appropriate entries in the register kept by it.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(*duly authorised*)

### Instruments

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Instrument Certificate.

- (i) A representative of such registered holder should state the capacity in which he signs, *e.g.* executor.
- (ii) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the DTC Registrar may require.
- (iii) Any transfer of Instruments shall be in an amount equal to the minimum denomination as may be specified in the relevant [Final Terms/Pricing Supplement/Drawdown Prospectus] dated [•] or an integral multiple thereof.

*[Attached to each Instrument Certificate:]*

*[Final Terms/Pricing Supplement/Drawdown Prospectus]*

*[Terms and Conditions as set out in the Base Prospectus]*

*[At the foot of the Terms and Conditions:]*

**FISCAL AGENT**

**Deutsche Bank AG, London Branch**  
Winchester House  
1 Great Winchester Street  
London EC2N 2DB

**DTC REGISTRAR and  
DTC PAYING AGENT**

**Deutsche Bank Trust Company Americas**  
60 Wall Street  
New York, NY 10005  
United States of America

**TRANSFER AGENT**

**Deutsche Bank Trust Company Americas**  
60 Wall Street  
New York, NY 10005  
United States of America

**SCHEDULE 9**  
**FORM OF RESTRICTED INDIVIDUAL INSTRUMENT CERTIFICATE**

Series Number: [•]

ISIN: [•]

Tranche Number: [•]

Common Code: [•]

Serial Number:[•]

CUSIP Number: [•]

THE INSTRUMENTS REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”) OR ANY SECURITIES LAW OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING THE INSTRUMENTS REPRESENTED HEREBY, AGREES FOR THE BENEFIT OF THE ISSUER THAT THE INSTRUMENTS REPRESENTED HEREBY MAY BE REOFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY IN COMPLIANCE WITH THE SECURITIES ACT AND OTHER APPLICABLE LAWS AND ONLY (1) PURSUANT TO RULE 144A UNDER THE SECURITIES ACT TO A PERSON THAT THE HOLDER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PURCHASING FOR ITS OWN ACCOUNT OR A PERSON PURCHASING FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER WHOM THE HOLDER HAS INFORMED, IN EACH CASE, THAT THE REOFFER, RESALE, PLEDGE OR OTHER TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (2) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT, (3) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR (4) TO THE ISSUER, OR ITS AFFILIATES.

UNLESS OTHERWISE STATED IN THE RELEVANT FINAL TERMS, PRICING SUPPLEMENT OR DRAWDOWN PROSPECTUS, BY ITS ACQUISITION AND HOLDING OF THE INSTRUMENTS, EACH HOLDER OF THE INSTRUMENTS WILL BE DEEMED TO HAVE REPRESENTED AND AGREED THAT (I) IT IS NOT AND IS NOT DEEMED FOR PURPOSES OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“**ERISA**”) OR SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “**CODE**”) TO BE (A) AN “**EMPLOYEE BENEFIT PLAN**” AS DEFINED IN ERISA AND SUBJECT TO PART 4 OF SUBTITLE B OF TITLE I OF ERISA, (B) A “**PLAN**” AS DEFINED IN AND SUBJECT TO SECTION 4975 OF THE CODE, OR (C) ANY ENTITY WHOSE UNDERLYING ASSETS CONSTITUTE, OR ARE DEEMED FOR PURPOSES OF ERISA OR THE CODE TO CONSTITUTE, “**PLAN ASSETS**” BY REASON OF SUCH PLAN INVESTMENT IN THE ENTITY (ANY OF THE FOREGOING, A “**BENEFIT PLAN INVESTOR**”), AND (II) IF AT ANY TIME THE PURCHASER OR TRANSFeree WILL BE AN EMPLOYEE BENEFIT PLAN THAT IS NOT A BENEFIT PLAN INVESTOR AND THAT IS SUBJECT TO ANY UNITED STATES FEDERAL, STATE, LOCAL, OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (“**SIMILAR LAW**”), THE PURCHASE AND HOLDING OF THE INSTRUMENTS DO NOT AND WILL NOT VIOLATE ANY SIMILAR LAW. ANY PURPORTED TRANSFER OF THIS INSTRUMENT THAT DOES NOT COMPLY WITH THESE REQUIREMENTS SHALL BE NULL AND VOID AB INITIO.

**AB SVENSK EXPORTKREDIT (publ)**  
**(Swedish Export Credit Corporation)**  
*(Incorporated in the Kingdom of Sweden with limited liability)*

**Unlimited Programme for the Continuous Issuance of Debt Instrument**

[Currency] [Amount]  
[Title]  
(the “**Instruments**”)

This Instrument Certificate is issued in respect of an issue of the instruments (the “**Instruments**”) of AB Svensk Exportkredit (publ) (“**SEK**”) described in the [final terms (the “**Final Terms**”)/Pricing Supplement (the “**Pricing Supplement**”)/Drawdown Prospectus (the “**Drawdown Prospectus**”)] dated [•] a copy of which is annexed hereto. The Instruments are constituted by a deed of covenant dated 4 April 2014 and are the subject of a fiscal agency agreement dated 30 March 2017, (as amended or supplemented from time to time, the “**Fiscal Agency Agreement**”) and made between SEK, Deutsche Bank Trust Company Americas as DTC Registrar (the “**DTC Registrar**”, which expression includes any successor DTC Registrar appointed from time to time in connection with the Instrument), Deutsche Bank Luxembourg S.A. as transfer agent, Deutsche Bank AG, London Branch as fiscal agent and the other paying agents named therein.

Any reference herein to the “**Conditions**” is to the terms and conditions of the Instruments endorsed hereon, as supplemented, amended and/or replaced by the [Final Terms/Pricing Supplement/Drawdown Prospectus] and any reference to a numbered “**Condition**” is to the correspondingly numbered provision thereof. Words and expressions defined in the Conditions shall have the same meanings when used in this Restricted Individual Instrument Certificate

This is to certify that:

of

is the person registered in the register maintained by the DTC Registrar in relation to the Instruments (the “**Register**”) as the duly registered holder or, if more than one person is so registered, the first-named of such persons (the “**Holder**”) of:

[Currency]  
( [Currency in words])

in aggregate principal amount of the Instruments.

SEK, for value received, hereby promises to repay the Instruments in accordance with the Conditions to the Holder on such date or dates as the same may become payable in accordance with the Conditions, and to pay interest on such principal sum in arrear on the dates and at the rate specified in the Conditions, together with any additional amounts

payable in accordance with the Conditions, all subject to and in accordance with the Conditions.

The statements set out in the legend above are an integral part of this Instrument Certificate and, by acceptance hereof, each Holder of this Instrument Certificate agrees to be subject to and bound by such legends.

This Instrument Certificate is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this Instrument Certificate.

This Instrument Certificate shall not be valid for any purpose until it has been authenticated for and on behalf of Deutsche Bank Trust Company Americas as DTC Registrar.

**AS WITNESS** the manual or facsimile signature of a duly authorised person on behalf of SEK.

**AB SVENSK EXPORTKREDIT (publ)**

By: \_\_\_\_\_  
[*manual or facsimile signature*]  
(*duly authorised*)

**ISSUED** as of [•] 20[•]

**AUTHENTICATED** for and on behalf of  
**DEUTSCHE BANK TRUST COMPANY AMERICAS**  
as DTC Registrar without recourse, warranty  
or liability

By: \_\_\_\_\_  
[*manual signature*]  
(*duly authorised*)

## FORM OF TRANSFER

**FOR VALUE RECEIVED** [•], being the registered holder of this Instrument Certificate, hereby transfers to [•] of [•] [Currency] in principal amount of [Currency] [Amount] [Title] (the “**Instruments**”) of AB Svensk Exportkredit (publ) (“SEK”) and irrevocably requests and authorises Deutsche Bank Trust Company Americas in its capacity as DTC Registrar in relation to the Instruments (or any successor to Deutsche Bank Trust Company Americas in its capacity as such) to effect the relevant transfer by means of appropriate entries in the register kept by it.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
*(duly authorised)*

### Instruments

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Instrument Certificate.

A representative of such registered holder should state the capacity in which he signs, e.g. executor.

- (i) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the DTC Registrar may require.
- (ii) Any transfer of Instruments shall be in an amount equal to the minimum denomination as may be specified in the relevant [Final Terms/Pricing Supplement/Drawdown Prospectus] dated [•] or an integral multiple thereof.

*[Attached to each Instrument Certificate:]*

*[Final Terms/Pricing Supplement/Drawdown Prospectus]*

*[Terms and Conditions as set out in the Base Prospectus]*

*[At the foot of the Terms and Conditions:]*

**FISCAL AGENT**

**Deutsche Bank AG, London Branch**  
Winchester House  
1 Great Winchester Street  
London EC2N 2DB

**DTC REGISTRAR and  
DTC PAYING AGENT**

**Deutsche Bank Trust Company Americas**  
60 Wall Street  
New York, NY 10005  
United States of America

**TRANSFER AGENT**

**Deutsche Bank Trust Company Americas**  
60 Wall Street  
New York, NY 10005  
United States of America

**SCHEDULE 10**  
**PROVISIONS FOR MEETINGS OF HOLDERS OF INSTRUMENTS**

1.

(A) As used in this Schedule, the following expressions shall have the following meanings unless the context otherwise requires:

(1) “**voting certificate**” shall mean a certificate in the English language issued by any Paying Agent or, as the case may be, any Registrar and dated, in which it is stated:

(a) that on the date thereof Bearer Instruments or Scandinavian Instruments of any Series (not being Bearer Instruments or Scandinavian Instruments in respect of which a block voting instruction has been issued and is outstanding in respect of the meeting specified in such voting certificate or any adjournment thereof) bearing specified serial numbers have been deposited to the order of such Paying Agent and that no such Bearer Instruments or Scandinavian Instruments will be released until the first to occur of:

(i) the conclusion of the meeting specified in such certificate or any adjournment thereof; and

(ii) the surrender of the certificate to such Paying Agent; or

(b) that on the date thereof Registered Instruments of any Series (not being Registered Instruments in respect of which a block voting instruction has been issued and is outstanding in respect of the meeting specified in such voting certificate or any adjournment thereof) are registered in the books and records maintained by the relevant Registrar in the names of specified registered holders; and

(c) that the bearer thereof is entitled to attend and vote at such meeting or any adjournment thereof in respect of the Instruments represented by such certificate;

(2) “**block voting instruction**” shall mean a document in the English language issued by any Paying Agent or, as the case may be, any Registrar and dated, in which:

(a) it is certified that Bearer Instruments or Scandinavian Instruments of any Series (not being Bearer Instruments or Scandinavian Instruments in respect of which a voting certificate has been issued and is outstanding in respect of the meeting specified in such block voting instruction or any adjournment thereof) have been deposited to the order of such Paying Agent and that no such Bearer Instruments or Scandinavian Instruments will be released until the first to occur of:

- (i) the conclusion of the meeting specified in such document or any adjournment thereof; and
- (ii) the surrender, not less than 48 hours before the time for which such meeting or adjournment thereof is convened, of the receipt for each such deposited Bearer Instrument which has been deposited to the order of such Paying Agent, coupled with notice thereof being given by such Paying Agent to SEK;
- (b) it is certified that Registered Instruments of any Series (not being Registered Instruments in respect of which a voting certificate has been issued and is outstanding in respect of the meeting specified in such block voting instruction and any adjournment thereof) are registered in the books and records maintained by the relevant Registrar in the names of specified registered holders;
- (c) it is certified that each depositor of such Instruments or registered holder thereof or a duly authorised agent on his or its behalf has instructed the Paying Agent or, as the case may be, the relevant Registrar that the vote(s) attributable to his or its Instruments so deposited or registered should be cast in a particular way in relation to the resolution or resolutions to be put to such meeting or any adjournment thereof and that all such instructions are, during the period of 48 hours prior to the time for which such meeting or adjourned meeting is convened, neither revocable nor subject to amendment but without prejudice, in the case of Registered Instruments, to the provisions of paragraph (B) below;
- (d) the total number and the serial numbers and tranche numbers of the Instruments so deposited or registered are listed, distinguishing with regard to each such resolution between those in respect of which instructions have been given as aforesaid that the votes attributable thereto should be cast in favour of the resolution and those in respect of which instructions have been so given that the votes attributable thereto should be cast against the resolution; and
- (e) any person named in such document (hereinafter called a "proxy") is authorised and instructed by the Paying Agent or, as the case may be, the relevant Registrar to cast the votes attributable to the Instruments so listed in accordance with the instructions referred to in (c) and (d) above as set out in such document; and

(3) "**Written Resolution**" shall mean a resolution in writing signed by or on behalf of holders of Instruments of at least 75 per cent. in aggregate principal amount of the outstanding Instruments who for the time being are entitled to receive notice of a meeting in accordance with the

provisions of this Schedule, whether contained in one document or several documents in the same form, each signed by or on behalf of one or more such holders of Instruments.

- (B) A registered holder of a Registered Instrument may by an instrument in writing in the form for the time being available from the specified office of the relevant Registrar in the English language (hereinafter called a "**form of proxy**") signed by the holder or, in the case of a corporation, executed under its common seal or signed on its behalf by its duly appointed attorney or a duly authorised officer of the corporation, and delivered to the specified office of the relevant Registrar not later than 48 hours before the time fixed for any meeting appoint any person (hereinafter also called a "**proxy**") to attend and act on his or its behalf in connection with any meeting or proposed meeting of the holders of Instruments.
- (C) Voting certificates, block voting instructions and forms of proxy shall be valid for so long as the relevant Instruments shall not be released or, in the case of Registered Instruments, shall be duly registered in the name (s) of the registered holder(s) certified in the relevant voting certificate or block voting instruction or, in the case of a form of proxy, in the name of the appointor but not otherwise and notwithstanding any other provision of this Schedule and during the validity thereof the holder of any such voting certificate or (as the case may be) the proxy shall, for all purposes in connection with any meeting of holders of Instruments, be deemed to be the holder of the Instruments of the relevant Series to which such voting certificate, block voting instructions or form of proxy relates and, in the case of Bearer Instruments, the Paying Agent to the order of whom such Instruments have been deposited shall nevertheless be deemed for such purposes not to be the holder of those Instruments.

2. SEK at any time may, and upon a request in writing at the time by holders of Instruments holding not less than one-tenth of the principal amount of the Instruments of any particular Series for the time being outstanding shall, convene a meeting of the holders of Instruments of such Series. Whenever SEK is about to convene any such meeting it shall forthwith give notice in writing to the Fiscal Agent (or in relation to Scandinavian Instruments, the ESw, EFi or VP, as the case may be,) or in the case of Registered Instruments, the relevant Registrar of the day, time and place thereof and of the nature of the business to be transacted thereat. Every such meeting shall be held at such time and place as the Fiscal Agent (or in relation to Scandinavian Instruments, the Paying Agent) or in the case of Registered Instruments, the relevant Registrar may approve.

3. At least twenty-one days' notice (exclusive of the day on which the notice is given and of the day on which the meeting is held) specifying the day, time and place of meeting shall be given to the holders of the Instruments of the relevant Series. A copy of the notice shall be given to SEK unless the meeting shall be convened by SEK and a copy shall be given to the Fiscal Agent (or in relation to Scandinavian Instruments, ESw, EFi or VP, as the case may be) and, in the case of Registered Instruments, the relevant Registrar. Such notice shall be given in the manner herein before provided and shall specify the terms of the resolutions to be proposed and shall include, *inter alia*, statements to the effect:
  - (a) that Bearer Instruments or Scandinavian Instruments of the relevant Series may be deposited with (or to the order of) any Paying Agent for the purpose of obtaining voting certificates or appointing proxies until 48 hours before the time fixed for the meeting but not thereafter; or
  - (b) that registered holders of Registered Instruments may obtain voting certificates or appoint proxies until 48 hours before the time fixed for the meeting but not thereafter.
4. A person (who may, but need not, be the holder of an Instrument) nominated in writing by SEK shall be entitled to take the chair at every meeting but if no such nomination is made or if at any meeting the person nominated shall not be present within fifteen minutes after the time appointed for the holding of such meeting the holders of Instruments present shall choose one of their number to be chairman. The chairman of an adjourned meeting need not be the same person as was chairman of the original meeting.
5. At any such meeting any one or more persons present in person (not being SEK or any nominee thereof) holding Instruments of the relevant Series or voting certificates or being proxies and being or representing in the aggregate a clear majority in principal amount of the Instruments of the relevant Series for the time being outstanding shall form a quorum for the transaction of business and no business (other than the choosing of a chairman) shall be transacted at any meeting unless the requisite quorum be present at the commencement of business.
6. If within half an hour from the time appointed for any such meeting a quorum is not present the meeting shall, if convened upon the requisition of holders of Instruments, be dissolved. In any other case it shall stand adjourned for such period, not being less than fourteen days nor more than forty-two days, as may be decided by the chairman. At such adjourned meeting one or more persons present in person (not being SEK or any nominee thereof) holding Instruments of the relevant Series or voting certificates or being proxies (whatever the principal amount of the Instruments of the relevant Series so held or represented by them) shall form a quorum and shall have the power to pass any resolution and to decide upon all matters which could properly have been dealt with at the meeting from which the adjournment took place had a quorum been present at such meeting. Provided that the quorum at any adjourned meeting at which is to be proposed an Extraordinary Resolution for the purpose of effecting any of the modifications specified in the Proviso to paragraph 18 hereof shall be one or more persons present (not being SEK or any nominee thereof) holding Instruments of the relevant Series or voting certificates or being proxies and holding or representing in the

aggregate at least one quarter in principal amount of the Instruments of the relevant Series for the time being outstanding.

7. The chairman may with the consent of (and shall if directed by) any meeting adjourn the same from time to time and from place to place but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place.
8. At least ten days' notice of any meeting adjourned through want of a quorum shall be given in the same manner as of an original meeting and such notice shall state the quorum required at such adjourned meeting. Subject as aforesaid, it shall not be necessary to give any notice of an adjourned meeting.
9. Every question submitted to a meeting shall be decided in the first instance by a show of hands and in case of equality of votes the chairman shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes (if any) to which he may be entitled as a holder of an Instrument.
10. At any meeting, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman or SEK or by one or more persons holding one or more Instruments of the relevant Series or voting certificates or being proxies and holding or representing in the aggregate not less than one-fiftieth part of the principal amount of the Instruments of the relevant Series for the time being outstanding, a declaration by the chairman that a resolution has been carried or carried by a particular majority or lost or not carried by any particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
11. If at any meeting a poll is so demanded, it shall be taken in such manner and (subject as hereinafter provided) either at once or after such an adjournment as the chairman directs and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded as at the date of the taking of the poll. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.
12. Any poll demanded at any meeting on the election of a chairman or on any question of adjournment shall be taken at the meeting without adjournment.
13. The Fiscal Agent (or in the case of Scandinavian Instruments, ESw, EFi or VP, as the case may be), SEK and, in the case of Registered Instruments, the Registrar (through their respective representatives) and their respective financial and legal advisers shall be entitled to attend and speak at any meeting of the holders of Instruments. Save as aforesaid no person shall be entitled to attend or vote at any meeting of the holders of Instruments or to join with others in requesting the convening of such a meeting unless he is the holder of a voting certificate or is a proxy.
14. Subject as provided in paragraph 9 above at any such meeting (a) on a show of hands every person who is present (being an individual) in person or (being a corporation) by a duly authorised representative and (i) who is a holder of Instruments, and in the case of Bearer Instruments or Scandinavian Instruments, produces such Instruments or (ii) who produces a voting certificate or (iii) is a proxy shall have one vote and (b) on a

poll every person who is so present shall have one vote in respect of each minimum unit of the currency in which the Instruments for a relevant Series are denominated in respect of the principal amount of Instruments of the relevant Series so produced or represented by the voting certificate so produced or in respect of which he is a proxy. Without prejudice to the obligations of the proxies named in any block voting instruction or form of proxy, any person entitled to more than one vote need not use all his votes or cast all the votes to which he is entitled in the same way.

15. A proxy named in any block voting instruction or form of proxy need not be a holder of an Instrument.
16. Each block voting instruction and each form of proxy, together (if so required by SEK) with proof satisfactory to SEK of its due execution, shall be deposited at such place as SEK shall reasonably designate not less than 24 hours before the time appointed for holding the meeting or adjourned meeting at which the proxy named in the block voting instruction or form of proxy proposes to vote and in default the block voting instruction or form of proxy shall not be treated as valid unless the chairman of the meeting decides otherwise before such meeting or adjourned meeting proceeds to business. A notarially certified copy of each such block voting instruction and form of proxy and satisfactory proof as aforesaid (if applicable) shall if required by SEK be produced by the proxy at the meeting or adjourned meeting but SEK shall not thereby be obliged to investigate or be concerned with the validity of, or the authority of the proxy named in, any such block voting instruction or form of proxy.
17. Without prejudice to paragraph 1(B), any vote given in accordance with the terms of a block voting instruction or form of proxy shall be valid notwithstanding the previous revocation or amendment of the block voting instruction or form of proxy or of any of the Instrument holders' instructions pursuant to which it was executed, provided that no intimation in writing of such revocation or amendment shall have been received by SEK from the Fiscal Agent (or in the case of Scandinavian Instruments, the Paying Agent), the relevant Registrar or by the chairman of the meeting, in each case not less than 24 hours before the commencement of the meeting or adjourned meeting at which the block voting instruction or form of proxy is used.
18. A meeting of the holders of Instruments shall, in respect of the Instruments of the relevant Series and subject to the provisions contained in the Conditions, in addition to the powers hereinbefore given, but without prejudice to any powers conferred on other persons by these presents, have the following powers exercisable by Extraordinary Resolution namely:
  - (a) power to sanction any proposal by SEK for any modification, abrogation, variation or compromise of, or arrangement in respect of, the rights of the holders of Instruments and/or the Couponholders in respect of the Instruments of the relevant Series, against SEK, whether such rights shall arise under the Instruments of that Series or otherwise;
  - (b) power to sanction the exchange or substitution for the Instruments of the relevant Series of, or the conversion of those Instruments into, other obligations or securities of SEK or any other body corporate formed or to be formed;

- (c) power to assent to any modification of the provisions contained in the Instruments or the Coupons of the relevant Series, the Conditions thereof, this Schedule or the Fiscal Agency Agreement which shall be proposed by SEK;
- (d) power to waive or authorise any breach or proposed breach by SEK of its obligations under the Conditions applicable to the Instruments of the relevant Series or any act or omission which might otherwise constitute an event of default under the Conditions applicable to the Instruments of the relevant Series;
- (e) power to authorise the Fiscal Agent (or in the case of Scandinavian Instruments, the Paying Agent), the relevant Registrar or any other person to concur in and execute and do all such documents, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution;
- (f) power to give any authority, direction or sanction which under the Conditions applicable to the Instruments of the relevant Series is required to be given by Extraordinary Resolution; and
- (g) power to appoint any persons (whether holders of Instruments or not) as a committee or committees to represent the interests of the holders of Instruments in respect of the Instruments of the relevant Series and to confer upon such committee or committees any powers or discretions which such holders of Instruments could themselves exercise by Extraordinary Resolution.

Provided that the special quorum provisions contained in the proviso to paragraph 6 shall apply in relation to any Extraordinary Resolution for the purpose of making modification of the provisions contained in the Instruments or the Coupons of any Series or the Conditions applicable thereto which:

- (i) varies the dates of maturity or any date of redemption of any of the Instruments of the relevant Series or any date for payment of interest in respect thereof; or
- (ii) reduces or cancels the principal amount of the Instruments of the relevant Series, varies any provision regarding the calculation of the rate of interest payable thereon or varies the rate of discount or rate of amortisation applicable thereto; or
- (iii) modifies the provisions contained in this Schedule concerning the quorum required at any meeting of holders of Instruments in respect of the Instruments of the relevant Series or any adjournment thereof or concerning the majority required to pass an Extraordinary Resolution; or
- (iv) varies the currency in which any payment (or other obligation) in respect of the Instruments of the relevant Series is to be made; or
- (v) amends this proviso in any manner.

19. For so long as the Instruments are in the form of Global Instruments held on behalf of, or Global International Instrument Certificates or Global Instrument Certificates, registered in the name of, one or more of Euroclear, Clearstream, Luxembourg, DTC, or any other relevant clearing system (the “**relevant clearing system**”), then, in respect of any resolution proposed by the Issuer:

19.1 where the terms of the resolution proposed by the Issuer have been notified to the Holders through the relevant clearing system(s) as provided in sub-paragraphs (a) and/or (b) below, the Issuer shall be entitled to rely upon approval of such resolution given by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) to the Fiscal Agent in accordance with their operating rules and procedures by or on behalf of the holders of not less than 75 per cent. in principal amount of the Instruments outstanding (the “**Required Proportion**”) (“**Electronic Consent**”) by close of business on the date of the blocking of their accounts in the relevant clearing systems(s) (the “**Consent Date**”). Any resolution passed in such manner shall for all purposes (including matters that would otherwise require an Extraordinary Resolution to be passed at a meeting for which a special quorum was satisfied) be binding on all Holders, even if the relevant consent or instruction proves to be defective. Neither the Fiscal Agent nor the Issuer shall not be liable or responsible to anyone for such reliance.

(a) When a proposal for a resolution to be passed as an Electronic Consent has been made, at least 10 days’ notice (exclusive of the day on which the notice is given and of the day on which affirmative consents will be counted) shall be given to the Holders through the relevant clearing system(s). The notice shall specify, in sufficient detail to enable Holders to give their consents in relation to the proposed resolution, the method by which their consents may be given (including, where applicable, the Consent Date by which they must be received in order for such consents to be validly given, in each case subject to and in accordance with the operating rules and procedures of the relevant clearing system(s)).

(b) If, on the Consent Date on which the consents in respect of an Electronic Consent are first counted, such consents do not represent the Required Proportion, the resolution shall, if the Issuer so determines, be deemed to be defeated. Such determination shall be notified in writing to the other parties to this Agreement. Alternatively, the Issuer may give a further notice to Holders that the resolution will be proposed again on such date and for such period as shall be agreed with the Fiscal Agent. Such notice must inform Holders that insufficient consents were received in relation to the original resolution and the information specified in sub-paragraph (i) above. For the purpose of such further notice, references to “Consent Date” shall be construed accordingly.

For the avoidance of doubt, an Electronic Consent may only be used in relation to a resolution proposed by the Issuer which is not then the subject of a meeting that has been validly convened in accordance with paragraph 2 above, unless that meeting is or shall be cancelled or dissolved; and

19.2 where Electronic Consent is not being sought, the Issuer shall be entitled to rely on consent or instructions given in writing directly to the Issuer and/or the Fiscal Agent, as the case may be, (a) by accountholders in the relevant

clearing system(s) with entitlements to such Global Instrument, Global International Instrument Certificate or Global Instrument Certificate, as the case may be, and/or, (b) where the accountholders hold any such entitlement on behalf of another person, on written consent from or written instruction by the person identified by that accountholder as the person for whom such entitlement is held. For the purpose of establishing the entitlement to give any such consent or instruction, the Issuer and the Fiscal Agent shall be entitled to rely on any certificate or other document issued by, in the case of (a) above, the relevant clearing system and, in the case of (b) above, the relevant clearing system and the accountholder identified by the relevant clearing system for the purposes of (b) above. Any resolution passed in such manner shall for all purposes (including matters that would otherwise require an Extraordinary Resolution to be passed at a meeting for which a special quorum was satisfied) be binding on all Holders, even if the relevant consent or instruction proves to be defective. Any such certificate or other document shall, in the absence of manifest error, be conclusive and binding for all purposes. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear's EUCLID or Clearstream, Luxembourg's CreationOnline system) in accordance with its usual procedures and in which the accountholder of a particular principal or nominal amount of the Instruments is clearly identified together with the amount of such holding. Neither the Issuer nor the Fiscal Agent shall be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by any such person and subsequently found to be forged or not authentic.

20. An Extraordinary Resolution passed at a meeting of the holders of Instruments in respect of the Instruments of the relevant Series duly convened and held in accordance with these presents shall be binding upon all the holders of Instruments of the relevant Series, whether present or not present at such meeting, and upon all the Couponholders in respect of Instruments of the relevant Series and each of the holders of Instruments and Couponholders shall, in respect of the Instruments of that Series, be bound to give effect thereto accordingly. The passing of any such resolution shall be conclusive evidence that the circumstances of such resolution justify the passing thereof.
21. The expression "**Extraordinary Resolution**" when used in these presents means a resolution passed at a meeting of the holders of Instruments in respect of the Instruments of the relevant Series duly convened and held in accordance with the provisions contained herein by a majority consisting of not less than three-fourths of the votes cast thereon.
22. Minutes of all resolutions and proceedings at every such meeting as aforesaid shall be made and duly entered in books to be from time to time provided for that purpose by SEK and any such minutes as aforesaid, if purporting to be signed by the chairman of the meeting at which such resolutions were passed or proceedings transacted or by the chairman of the next succeeding meeting of the holders of Instruments in respect of the Instruments of the relevant Series, shall be conclusive evidence of the matters therein contained and until the contrary is proved every such meeting in respect of the proceedings of which minutes have been made and signed as aforesaid shall be deemed

to have been duly convened and held and all resolutions passed or proceedings transacted thereat to have been duly passed and transacted.

23. So long as the relevant Instruments are represented by a global instrument, for the purposes of this Schedule the holder of the global instrument shall be deemed to be two persons holding or representing such principal amount of Instruments.
24. Any Instruments which have been purchased or are held by (or on behalf of) SEK but which have not been cancelled shall, unless or until resold, be deemed not to be outstanding for the purposes of this Schedule.
25. A Written Resolution or Electronic Consent shall take effect as if it were an Extraordinary Resolution.

**SCHEDULE 11**  
**REGULATIONS CONCERNING TRANSFERS OF REGISTERED INSTRUMENTS**

1. The Registered Instruments are in the denomination(s) specified in the Final Terms, Pricing Supplement or Drawdown Prospectus, as the case may be ("Specified Denomination(s)").
2. The Registered Instruments are transferable in such amounts and such integral multiples of the currency of denomination as may be specified in the relevant Final Terms, Pricing Supplement or Drawdown Prospectus, as the case may be, by execution of the form of transfer under the hand of the transferor or, where the transferor is a corporation, under its common seal or under the hand of two of its officers duly authorised in writing. In this schedule "transferor" shall where the context permits or requires include joint transferors and be construed accordingly.
3. The Registered Instrument to be transferred must be delivered for registration to the office of the relevant Registrar accompanied by such other evidence (including legal opinions) as such Registrar may reasonably require to prove the title of the transferor or his right to transfer such Registered Instrument and his identity and, if the form of transfer is executed by some other person on his behalf or in the case of the execution of a form of transfer on behalf of a corporation by its officers, the authority of that person or those persons to do so. The signature of the person effecting a transfer of a Registered Instrument shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the relevant Registrar may require.
4. The Instrument Certificate issued in respect of the Registered Instrument to be transferred must be surrendered for registration, together with the form of transfer (including any certification as to compliance with restrictions on transfer included in such form of transfer) endorsed thereon, duly completed and executed, at the Specified Office of the relevant Registrar, and together with such evidence as the relevant Registrar may reasonably require to prove the title of the transferor and the authority of the persons who have executed the form of transfer. The signature of the person effecting a transfer of a Registered Instrument shall conform to any list of duly authorised specimen signatures supplied by the Holder of such Registered Instrument or be certified by a financial institution in good standing, notary public or in such other manner as the relevant Registrar may require.
5. No Holder of Registered Instruments may require the transfer of a Registered Instrument to be registered during the period of 15 calendar days ending on the due date for any payment of principal or interest in respect of such Instrument.
6. No Holder of Registered Instruments which has executed a form of proxy in relation to a meeting may require the transfer of a Registered Instrument covered by such form of proxy to be registered until the earlier of the conclusion of the meeting and its adjournment for want of a quorum.
7. The executors or administrators of a deceased Holder of a Registered Instrument (not being one of several joint Holders) and in the case of the death of one or more of several joint Holders the survivor or survivors of such joint Holders shall be the only persons recognised by SEK as having any title to such Registered Instruments.

8. Any person becoming entitled to any Registered Instruments in consequence of the death or bankruptcy of the Holder of such Registered Instruments may, upon producing such evidence that he holds the position in respect of which he proposes to act under this paragraph or of his title as the relevant Registrar may require (including legal opinions), become registered himself as the Holder of such Registered Instruments or, subject to those Regulations, the Registered Instruments and the Conditions as to transfer, may transfer such Registered Instruments. SEK and the relevant Registrar may retain any amount payable upon the Registered Instruments to which any person is so entitled until such person shall be so registered or shall duly transfer the Registered Instruments.
9. Unless otherwise requested by him and agreed by SEK and the relevant Registrar, the Holder of any Registered Instrument shall be entitled to receive only one Instrument Certificate in respect of his holding.
10. The joint Holders of a Registered Instrument shall be entitled to one Instrument Certificate only in respect of their joint holding which shall, except where they otherwise direct, be delivered to the joint Holder whose name appears first in the Register in respect of the joint holding.
11. Where there is more than one transferee (to hold other than as joint Holders), separate forms of transfer (obtainable from the Specified Office of the relevant Registrar or any Transfer Agent) must be completed in respect of each new holding.
12. A Holder of Registered Instruments may transfer all or part only of his holding of Registered Instruments provided that both the principal amount of Registered Instruments transferred and the principal amount of the balance not transferred are a Specified Denomination. Where a Holder of a Registered Instruments has transferred part only of his holding comprised therein there shall be delivered to him an of Registered Instruments, a new Instrument Certificate in respect of the balance of such holding will be delivered to him.
13. SEK and the relevant Registrar shall, save in the case of the issue of replacement Registered Instruments pursuant to Condition 18 (*Replacement of Instruments*), make no charge to the Holders for the registration of any holding of Registered Instruments or any transfer thereof or for the issue of any Registered Instruments or for the delivery thereof at the Specified Office of the Registrar or by uninsured post to the address specified by the Holder, but such registration, transfer, issue or delivery shall be effected against such indemnity from the Holder or the transferee thereof as the relevant Registrar may require in respect of any tax or other duty of whatever nature which may be levied or imposed in connection with such registration, transfer, issue or delivery.
14. Provided a transfer of a Registered Instrument is duly made in accordance with all applicable requirements and restrictions upon transfer and the Registered Instrument(s) transferred are presented to the relevant Registrar in accordance with the Fiscal Agency Agreement and these Regulations, and subject to unforeseen circumstances beyond the control of the relevant Registrar arising, the relevant Registrar will, within five business days of a request for transfer being duly made, deliver at its Specified Office to the transferee or despatch by uninsured post (at the request and risk of the transferee) to such address as the transferee entitled to the

Registered Instruments in relation to which such Instrument Certificate is issued may have specified, an Instrument Certificate in respect of which entries have been made in the relevant Register, all formalities complied with and the name of the transferee completed on the Instrument Certificate on behalf of the relevant Registrar. In the case of a transfer of part only of a Registered Instrument, a new Instrument Certificate in respect of the balance of the Registered Instrument transferred will be so delivered to the transferor by or on behalf of the relevant Registrar; and, for the purposes of this paragraph, "business day" means a day on which commercial banks are open for business (including dealings in foreign currencies) in the cities in which the relevant Registrar has its Specified Office.

15. No transfer of a DTC Registered Instrument may be effected unless:

- (a) such Instrument is transferred in a transaction that does not require registration under the Securities Act and is not in violation of the United States Investment Company Act of 1940;
- (b) such transfer is effected in accordance with the provisions of any restrictions on transfer specified in the legends (if any) set forth on the face of the Instrument Certificate issued in relation to such Instrument;
- (c) the transferee delivers to the DTC Registrar a form of transfer (including any certification as to compliance with restrictions on transfer included in such form of transfer) endorsed on the Instrument Certificate issued in relation to such Instrument; and
- (d) if SEK so requests, the DTC Registrar receive an opinion of counsel satisfactory to all of them.

16. If DTC Instrument Certificates are issued upon the transfer, exchange or replacement of DTC Instrument Certificates not bearing the Rule 144A Legend, the DTC Instrument Certificates so issued shall not bear the Rule 144A Legend. If DTC Instrument Certificates are issued upon the transfer, exchange or replacement of DTC Instrument Certificates bearing the Rule 144A Legend, or if a request is made to remove the Rule 144A Legend from an DTC Instrument Certificate, the DTC Instrument Certificates so issued shall bear the Rule 144A Legend, or the Rule 144A Legend shall not be removed (as the case may be) unless there is delivered to SEK and the DTC Registrar such evidence (which may include an opinion of counsel reasonably satisfactory to SEK) as may be reasonably required by SEK that neither the Rule 144A Legend nor the restrictions on transfer set forth therein are required to ensure that transfers thereof comply with the provisions of Rule 144A, Rule 144 or Regulation S under the Securities Act or that the DTC Registered Instruments in relation to which such DTC Instrument Certificates are issued are not "restricted securities" within the meaning of Rule 144 under the Securities Act. Upon receipt of written notification from SEK that the evidence presented is satisfactory, the DTC Registrar shall authenticate and deliver a DTC Instrument Certificate that does not bear the Rule 144A Legend. If:

- (a) the Rule 144A Legend is removed from the face of an Instrument Certificate and the Instrument in respect of which such Instrument Certificate is issued is subsequently held by SEK or an Affiliate of SEK; and

(b) the DTC Registrar is notified in writing by SEK that the Instrument in respect of which such Instrument Certificate is issued is so held,

then the Rule 144A Legend shall be reinstated and SEK and/or the Transfer Agent shall, upon its acquisition of such a Instrument or upon obtaining actual knowledge that such Instrument is held by such Affiliate, notify the DTC Registrar thereof in writing.

17. Notwithstanding any provision to the contrary herein, so long as DTC Registered Instruments are represented by a Global Instrument Certificate which are held by or on behalf of DTC, transfers, exchanges or replacements of the DTC Registered Instruments represented thereby such Global Instrument Certificates shall only be made in accordance with the legends relating to DTC set forth thereon.

**SCHEDULE 12**  
**THE SPECIFIED OFFICES OF THE PAYING AGENTS AND THE REGISTRARS**

The Fiscal Agent:

**Deutsche Bank AG, London Branch**

Address: Winchester House  
1 Great Winchester Street  
London EC2N 2DB

Fax: +44 (0) 207 547 6149  
E-mail: TSS-GDS.EUR@db.com  
Attention: Debt and Agency Services

The International Registrar, Luxembourg Paying Agent and Transfer Agent:

**Deutsche Bank Luxembourg S.A.**

Address: 2 Boulevard Konrad Adenauer  
L-1115 Luxembourg

Fax: +352 433 136  
Attention: Coupon Paying Department

The Irish Paying Agent:

**Deutsche International Corporate Services (Ireland) Limited**

Address: Sixth Floor, Pinnacle 2  
Eastpoint Business Park  
Dublin 3  
Ireland

Fax: +353(1)6806 050  
Attention: Deutsche International Corporate Services (Ireland) Limited

DTC Registrar, DTC Paying Agent and DTC Transfer Agent

**Deutsche Bank Trust Company Americas**

Address: 60 Wall Street  
New York, NY 10005  
United States of America

Fax: +1 212 797 8614  
Attention: Corporate Trust and Agency Services

With a copy to:

**Deutsche Bank National Trust Company**

Address: 100 Plaza One, 6th Floor  
MS: 0699  
Jersey City, NJ 07311-3901  
United States of America

Fax + 1 732 578-4635  
Attn: Trust & Securities Services

## SCHEDULE 13 DUTIES UNDER THE ISSUER-ICSDS AGREEMENT

In relation to each Tranche of Instruments that are, or are to be, represented by an NGI Temporary Global Instrument or an NGI Permanent Global Instrument, the Fiscal Agent will comply with the following provisions:

1. *Initial issue outstanding amount:* The Fiscal Agent will inform each of the ICSDs, through the Common Service Provider appointed by the ICSDs to service the Instruments, of the initial issue outstanding amount (the “**IOA**”) for such Tranche on or prior to the relevant Issue Date.
2. *Mark up or mark down:* If any event occurs that requires a mark up or mark down of the records which an ICSD holds for its customers to reflect such customers’ interest in the Instruments, the Fiscal Agent will (to the extent known to it) promptly provide details of the amount of such mark up or mark down, together with a description of the event that requires it, to the ICSDs (through the Common Service Provider) to ensure that the IOA of the Instruments remains at all times accurate.
3. *Reconciliation of records:* The Fiscal Agent will at least once every month reconcile its record of the IOA of the Instruments with information received from the ICSDs (through the Common Service Provider) with respect to the IOA maintained by the ICSDs for the Instruments and will promptly inform the ICSDs (through the Common Service Provider) of any discrepancies.
4. *Resolution of discrepancies:* The Fiscal Agent will promptly assist the ICSDs (through the Common Service Provider) in resolving any discrepancy identified in the IOA of the Instruments.
5. *Details of payments:* The Fiscal Agent will promptly provide the ICSDs (through the Common Service Provider) details of all amounts paid by it under the Instruments (or, where the Instruments provide for delivery of assets other than cash, of the assets so delivered).
6. *Change of amount:* The Fiscal Agent will (to the extent known to it) promptly provide to the ICSDs (through the Common Service Provider) notice of any changes to the Instruments that will affect the amount of, or date for, any payment due under the Instruments.
7. *Notices to Holders of Instruments:* The Fiscal Agent will (to the extent known to it) promptly provide to the ICSDs (through the Common Service Provider) copies of all information that is given to the holders of the Instruments.
8. *Communications from ICSDs:* The Fiscal Agent will promptly pass on to SEK all communications it receives from the ICSDs directly or through the Common Service Provider relating to the Instruments.
9. *Default:* The Fiscal Agent will (to the extent known to it) promptly notify the ICSDs (through the Common Service Provider) of any failure by SEK to make any payment or delivery due under the Instruments when due.

**SCHEDULE 14**  
**FORM OF TRANSFER CERTIFICATE**

Deutsche Bank Trust Company Americas as DTC Registrar

**AB SVENSK EXPORTKREDIT (publ)**  
**(Swedish Export Credit Corporation)**  
*(Incorporated in the Kingdom of Sweden with limited liability)*

**Unlimited Programme for the Continuous Issuance of Debt Instruments**

[Currency] [Amount]

[Title]

(the "Instruments")

We refer to the fiscal agency agreement dated 30 March 2017 (as amended or supplemented from time to time, the "**Fiscal Agency Agreement**") in relation to the Instruments of AB Svensk Exportkredit (publ) ("SEK") and made between SEK, Deutsche Bank Trust Company Americas as DTC Registrar (the "**DTC Registrar**", which expression includes any successor registrar appointed from time to time in connection with the Instruments), Deutsche Bank Luxembourg S.A. as transfer agent, Deutsche Bank AG, London Branch as fiscal agent and the other paying agents named therein. Capitalised terms used but not defined herein shall have the meanings given to them in the Fiscal Agency Agreement. Other terms shall have the meanings given to them in Regulation S under the United States Securities Act of 1933, as amended (the "**Securities Act**").

We, as transferor (the "**Transferor**") of [Currency] in principal amount of our beneficial interest in Instruments represented by the [Unrestricted/Restricted] (*delete as appropriate*) Global Instrument Certificate, hereby request a transfer of (*tick one of the following boxes*):

1.  our beneficial interest in the *Unrestricted Global Instrument Certificate* (ISIN: [•], Common Code: [•], CUSIP Number: [•]) to a purchaser wanting to receive a beneficial interest in the *Restricted Global Instrument Certificate* (ISIN: [•], Common Code: [•], CUSIP Number: [•]); or
2.  our beneficial interest in the *Restricted Global Instrument Certificate* to a purchaser wanting to receive a beneficial interest in the *Unrestricted Global Instrument Certificate* (TICK BOX B OR C BELOW, AS APPLICABLE).

In connection with such request, and in respect of such Instruments, we, the Transferor, hereby certify that such Instruments are being transferred in accordance with the transfer restrictions set forth in the [Final Terms/ Pricing Supplement /Drawdown Prospectus] dated [•] relating to the Instruments and any legend on the relevant Global Instrument Certificate and that we are transferring such Instrument(s) (*tick one of the following boxes*):

(A)  to a person whom the Transferor reasonably believes is purchasing for its own account or accounts as to which it exercises sole investment discretion;

such person and each such account is a qualified institutional buyer (as defined in Rule 144A under the Securities Act); the purchaser is aware that the sale to it is being made in reliance upon Rule 144A; and such transaction meets the requirements of Rule 144A and is in accordance with any applicable securities laws of any state of the United States or any other jurisdiction;

OR

(B)  in accordance with Regulation S under the Securities Act, and, accordingly, we hereby certify that:

(i) the offer of the Instruments was not made to a person in the United States;  
*(tick box for one of alternative sub-paragraphs (ii) as appropriate)*

(ii) at the time the buy order was originated, the buyer was outside the United States or the Transferor or any person acting on its behalf reasonably believed that the buyer was outside the United States;

OR

the transaction was executed in or on or through the facilities of a designated offshore securities market and neither the Transferor nor any person acting on its behalf knows that the transaction was prearranged with a buyer in the United States;

(iii) no directed selling efforts have been made in contravention of the requirements of Rule 903(b) or 904(b) of Regulation S, as applicable; and

(iv) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act;

OR

(C)  pursuant to an exemption from registration provided by Rule 144 under the Securities Act, if available.

If none of the foregoing boxes is checked, the DTC Registrar shall not be obliged to effect the exchange of interests in the Global Instrument Certificates to reflect the transfer of the beneficial interests in the Global Instrument Certificate contemplated by this transfer certificate.

This certificate and the statements contained herein are made for your benefit and the benefit of SEK.

Yours faithfully,

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*for and on behalf of*  
[Transferor]

Date: \_\_\_\_\_

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**SIGNATURES**

**AB SVENSK EXPORTKREDIT (publ)**

By: /s/ Anna Finnskog  
Anna Finnskog

By: /s/ Mats Axelman  
Mats Axelman

**DEUTSCHE BANK AG, LONDON BRANCH**

*(as Fiscal Agent)*

By:

By: /s/ ILLEGIBLE

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**DEUTSCHE BANK LUXEMBOURG S.A.**

*(as International Registrar, Luxembourg Paying Agent and Transfer Agent)*

By:

By: /s/ ILLEGIBLE

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**DEUTSCHE BANK TRUST COMPANY AMERICAS**

*(as DTC Registrar, DTC Paying Agent and DTC Transfer Agent)*

By: Jeffrey Schenfeld  
Vice President

By: Debra A. Schwab  
Vice President

for and on behalf of **DEUTSCHE BANK TRUST COMPANY AMERICAS**

**DEUTSCHE BANK NATIONAL TRUST COMPANY**

**DEUTSCHE INTERNATIONAL CORPORATE SERVICES (IRELAND) LIMITED**

*(as Irish Paying Agent)*

By: /s/ ILLEGIBLE  
Authorised Signatory

By: /s/ David M Guinness  
Authorised Signatory



**The ASX Austraclear Registry and IPA Services Agreement**

Between

Austraclear Services Limited (“ACSL”)  
ABN 28 003 284 419

and

Aktiebolaget Svensk Exportkredit (publ) (“Issuer”)  
Registration no. 556084-0315

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**Details****Parties****ACSL and Issuer****ACSL**

Name **Austraclear Services Limited**  
 ABN 28 003 284 419  
 Address 20 Bridge Street  
           Sydney NSW 2000  
           Australia  
 Telephone + 61 2 8298 8476  
 Fax + 61 2 9256 0456  
 Email sfe.registry@asx.com.au  
 Attention Manager, Clearing and Settlement Operations

**Issuer**

Name **Aktienbolaget Svensk Exportkredit (publ)**  
 Registration no. 556084-0315  
 Address P.O.Box 16368  
           Västra Trädgårdsgatan 11B  
           SE-103 27 Stockholm  
           Sweden  
 Telephone + 46-8-613 83 00  
 Fax + 46-8-411 48 13  
 Email lcm@sek.se / cma@sek.se  
 Attention Legal with a copy to Back Office  
 Is the Issuer acting as trustee? Yes  No   
 If yes, specify:  
 Trust name:  
 Trust deed parties:  
 Trust deed date:

**Category of Issuer** Austraclear ParticipantYes  No 

If yes, specify Participant Code

[ ]

If no, will a third party Austraclear Participant,  
 other than ACSL, act as Issuer Representative for  
 the Issuer?Yes  No If yes, specify details of Issuer  
 Representative

Name	[ ]
ABN / ACN / ARBN	[ ]
Participant Code	[ ]
Address	[ ]
Telephone	[ ]
Fax	[ ]
Email	[ ]
Attention	[ ]

<b>Types of Notes</b> (tick all boxes that apply) See the Standard Terms for definitions of the different types of Notes	<input type="checkbox"/> Registered Notes <input type="checkbox"/> Registered Notes (convertible to Paper Securities) <input type="checkbox"/> Paper Securities
<b>Services</b> (tick all boxes that apply)	<input type="checkbox"/> issuing #Not available if Issuer is an Austraclear Participant which has a technical connection to the System# <input type="checkbox"/> for Registered Notes only, registry <input type="checkbox"/> paying #Not available if Issuer is an Austraclear Participant which has a technical connection to the System# <input type="checkbox"/> calculation # Available only in respect of certain types of Interest-bearing Notes: see clause 17.1 of the Standard Terms # <input type="checkbox"/> withholding tax collection #Collection services in relation to withholdings required by countries other than the US must be discussed and specified as additional terms#
	If collection services are required, US <input type="checkbox"/> As agreed separately from time to time specify country
<b>Other reports</b>	#detail any specific reports here or insert "Not applicable"#+
<b>Additional terms</b>	#detail any special conditions here or by reference to an Annexure to this agreement or insert "Not applicable". These must include any agreed collection services in relation to withholdings required by countries other than the US #
<b>Process agent</b>	Is the Issuer incorporated in Australia? Yes <input type="checkbox"/> No <input type="checkbox"/> If no, is the Issuer registered as a foreign company in Australia? Yes <input type="checkbox"/> No <input type="checkbox"/> If no, specify details of process agent acting through an office in Australia
Name ABN Address	Dabserv Corporate Services Pty Ltd 73 001 824 111 Level 61 Governor Phillip Tower 1 Farrer Place Sydney NSW 2000 Australia
Telephone Fax Email Attention	+ 61 2 9296 2000 + 61 2 9296 3999 amanda.hough@au.kwm.com Amanda Hough

The Issuer must provide ACSL with evidence that the process agent specified above has accepted its appointment as process agent.

**Recitals**

- A The Issuer proposes to issue Notes from time to time under the Issue Terms.
- B The Issuer has requested and ACSL has agreed to provide the

Issuer with the Services on the terms set out in this agreement.

C On 29 September 2009, the Issuer and ACSL entered into an agency services agreement (“**2009 Agreement**”). The Issuer and ACSL wish to amend and restate the 2009 Agreement on the terms set out in this agreement.

**Additional terms** For the purposes of clause 4, the following is an additional term of this agreement:

Notwithstanding any other term of this agreement or any other agreements, arrangements, or understanding between the Issuer and ACSL, ACSL acknowledges, accepts, and agrees to be bound by:

- (i) the effect of the exercise of Bail-in Power by the Relevant Resolution Authority in relation to any BRRD Liability that (without limitation) may include and result in any of the following, or some combination thereof:
  - (A) the reduction of all, or a portion, of the BRRD Liability;
  - (B) the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the Issuer or another person (and the issue to or conferral on ACSL of such shares, securities or obligations);
  - (C) the cancellation of the BRRD Liability; and/or
  - (D) the amendment or alteration of any interest, if applicable, thereon, the dates on which any payments are due, including by suspending payment for a temporary period; and
- (ii) the variation of the terms of this agreement relating to such BRRD Liability, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

For these purposes:

**Bail-in Legislation** means the Swedish Resolution Act 2015 (Sw. lag (2015:1016) om resolution) and the Swedish Financial Supervisory Authority's (Sw. *Finansinspektionen*) regulations FFFS 2016:6 (Sw. *Finansinspektionens föreskrifter (2016:6) om återhämtningsplaner, koncernåterhämtningsplaner och avtal om finansiellt stöd inom koncerner*) applicable to the resolution of unsound or failing banks, investment firms or other financial institutions or their Swedish affiliates (otherwise than through liquidation, reorganisation or bankruptcy proceedings);

**Bail-in Power** means any write-down, conversion or other powers as defined in relation to the relevant Bail-in Legislation;

**BRRD** means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms;

**BRRD Liability** means any liability of the Issuer to ACSL under or in connection with this agreement; and

**Relevant Resolution Authority** means the resolution authority with the ability to exercise any Bail-in Powers in relation to the Issuer.

**Date of agreement** 29 February 2016

## General

### 1 About the Services Agreement

The Services Agreement is made up of this agreement and The ASX Austraclear Registry and IPA Services Standard Terms (as published by ACSL from time to time and available online at [www.asx.com.au](http://www.asx.com.au) ("Standard Terms")) and any agreement in writing signed by both parties setting out the basis on which additional services will be provided under clause 3 of this agreement ("Additional Service Terms").

This agreement, the Standard Terms and the Additional Service Terms (if any) should be read together. Terms used in this agreement and the Standard Terms are explained in Part G (Interpretation) of the Standard Terms.

ACSL may change the Standard Terms from time to time. ACSL will notify the Issuer of any change to the Standard Terms which will take effect upon the earlier of:

- (a) the Issuer notifying ACSL of its acceptance of the change;
- (b) the Issuer requesting ACSL to provide a Service after notification of the change (for example, by requesting ACSL to provide a Service in relation to a new issue of Notes); or
- (c) the expiration of 20 Business Days from the date of notification of the change, if the Issuer has not within that time notified ACSL that it does not accept the change.

### 2 Appointment

The Issuer appoints ACSL as its agent to provide one or more of the following services ("Services"):

- (a) issue Notes (see Part B of the Standard Terms);
- (b) maintain the Register and provide registry services (see Part C of the Standard Terms);
- (c) make payments of principal and interest (see Part D of the Standard Terms);
- (d) notify calculations (see Part E of the Standard Terms);
- (e) provide collection services in relation to foreign withholding taxes (see Part F of the Standard Terms),

if the service is nominated in the Details, together with any additional services agreed in accordance with clause 3, on the terms and conditions of the Services Agreement.

ACSL accepts its appointment in respect of the nominated services.

### 3 Additional services

The Issuer and ACSL may, from time to time, agree that ACSL will perform additional services in connection with transactions associated with the System. Any such agreement will be effective only if in writing signed by both parties. The additional services form part of the Services and will be subject to the terms and conditions of the Services Agreement.

In addition, if ACSL determines that there are functions the Issuer must perform which are not included in the Services and it is desirable for ACSL to perform them, it may give notice to the Issuer requesting the Issuer's consent to include those functions within the Services. If the Issuer consents to the request, the additional functions form part of the Services and will be subject to the terms and conditions of the Services Agreement.

### 4 Additional terms

If any additional terms are set out in the Details these also form part of this agreement. If the additional terms are inconsistent with the Standard Terms, the additional terms prevail to the extent of the inconsistency.

### 5 Operating Rules

If the Issuer is an Austraclear Participant, ACSL is not responsible for ensuring that the Issuer complies with the Operating Rules.

### 6 Indemnity and exclusion of liability

#### 6.1 Indemnity by the Issuer

The Issuer indemnifies ACSL against any liability or loss arising from, and any Costs incurred in connection with:

- (a) ACSL's appointment under the Services Agreement or any activities undertaken in connection with the Services Agreement (including any claim in connection with ACSL's obligations under Part F of the Standard Terms), provided that, in the case of any claim of any third party in connection with an Erroneous Payment, ACSL has complied with its obligation to pay Compensation to the Issuer in respect

of the Erroneous Payment under clause 6.2; and

(b) without limiting the generality of clause 6.1(a), the payment of any amount (including in respect of Interest or Maturity Proceeds) in respect of any Note or Purported Note to its Owner (even if the payee may have a defective title or no title to the Note or Purported Note). This includes any liability, loss or Costs in connection with the Issuer's failure to ensure sufficient funds are available to ACSL to make the payment.

The Issuer agrees to pay an amount equal to any liability or loss and any Costs of the kind referred to in this indemnity incurred by ACSL's Related Entities and the respective officers, employees, agents and attorneys of ACSL and its Related Entities ("Protected Person").

The amounts referred to in the preceding paragraphs are not payable to the extent that they are due to fraud by ACSL or the Protected Person.

The Issuer agrees to pay amounts due under this clause 6.1 on demand from ACSL.

## 6.2 Compensation

If the Issuer has complied with its obligations under the provisions of the Standard Terms relating to payments to ACSL to enable ACSL to make payments of principal and/or interest (currently clause 14.3) and ACSL makes an Erroneous Payment, ACSL agrees to pay Compensation to the Issuer and for these purposes:

**Compensation** means an amount calculated as follows:

$$C = \frac{EP \times R \times D}{365}$$

where:

EP is the amount of the Erroneous Payment;

R is the ESA Interest Rate shown on the RITS Information Facility, and represents the interest rate paid by the Reserve Bank of Australia on overnight balances in Exchange Settlement Accounts expressed as a percentage rate per annum; and

D is the number of days from and including the due date of the payment to but excluding the date the correct payment is made.

**Erroneous Payment** means a payment by ACSL which is:

- (a) erroneously made to a person or account otherwise than as agreed; or
- (b) made on a day later than when it is due.

ACSL is not liable for any consequential loss arising from any Erroneous Payment.

No Compensation is payable to the extent any Erroneous Payment is due to fraud by the Issuer.

ACSL agrees to pay Compensation due under this clause 6.2 on demand from the Issuer within 20 Business Days of the date of the Erroneous Payment (or, if earlier, the due date of such payment). ACSL will have no obligation to pay Compensation if the Issuer's demand is made after this period of time.

## 6.3 Issuer acknowledgments

The Issuer agrees that the payment of Compensation by ACSL under clause 6.2 satisfies in full ACSL's obligations to the Issuer in connection with any Erroneous Payment.

## 6.4 Claims under indemnity by the Issuer

If ACSL becomes aware of a claim, demand or action that may result in amounts being payable by the Issuer under clause 6.1 (a "Claim"), ACSL must notify the Issuer.

## 6.5 Conduct of claims

ACSL and the Issuer agree that:

- (a) if ACSL or the Protected Person, as the case may be, does not defend a Claim, or does not act reasonably diligently in doing so, the Issuer may, at its Cost, assume the defence of the Claim and retain legal advisers approved by ACSL or the Protected Person (not to be unreasonably withheld or delayed); and
- (b) ACSL or the Protected Person may retain, at its Cost, separate legal advisers and participate in the defence of the Claim conducted by the Issuer.

## 6.6 Limit on indemnity by the Issuer

The Issuer need not make any payment under clause 6.1 in respect of a Claim which is settled without the consent of the Issuer (not to be unreasonably withheld or delayed).

## 6.7 Exclusion of liability

Except as set out in clause 6.2, ACSL is not liable for any claim, loss, damage or Cost incurred by the Issuer or any other

person in connection with ACSL's appointment under the Services

Agreement or any activities undertaken by ACSL in connection with the Services Agreement.

This exclusion of liability applies even if the claim, loss, damage or Cost incurred by the Issuer or other person is due to the negligence of ACSL or a Protected Person, but does not apply to the extent that it is due to fraud by ACSL or a Protected Person.

To the extent permitted by law, any implied warranties are excluded.

#### **6.8 Limitation of liability**

Except as set out in clause 6.2 and other than in relation to any liability that has already been excluded by clause 6.7, any liability of ACSL for any claim, loss, damage or Cost arising from or incurred in connection with ACSL's appointment under the Services Agreement or any activities undertaken by ACSL in connection with the Services Agreement will not in any event (and whether or not that liability involves negligence) exceed \$100 per event. This clause does not apply in the case of fraud by ACSL or a Protected Person.

#### **6.9 Application**

Each exclusion or limitation of liability applicable to ACSL also applies to protect each Protected Person.

### **7 Fees**

The Issuer agrees to pay the fees specified in the Standard Terms and any additional fees, costs and other amounts as set out in the Standard Terms.

### **8 General**

#### **8.1 Counterparts**

This agreement may consist of a number of copies each signed by one or more parties to the agreement. If so, the signed copies are treated as making up the one document.

#### **8.2 Governing law**

This agreement is governed by the law in force in New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

#### **8.3 Serving documents**

Without preventing any other method of service, any document in a court action may be served on a party by being delivered to or left at the address for service of notices of the party or its process agent specified in the Details in accordance with the Standard Terms .

#### **8.4 Appointment of process agent**

Without prejudice to any mode of service allowed under any relevant law, the Issuer (other than an Issuer incorporated, or registered as a foreign company, in Australia):

- (a) irrevocably appoints the process agent specified in the Details as its process agent to receive any document in an action in connection with the Services Agreement; and
- (b) agrees that failure by the process agent to notify the Issuer of the receipt of any document in an action in connection with the Services Agreement will not invalidate the action concerned.

The Issuer agrees that service of documents on its process agent is sufficient service on it.

If for any reason the process agent ceases to act as process agent, the Issuer must immediately appoint another person acting through an office in Australia, as its process agent and ensure that the replacement process agent accepts its appointment and confirms its appointment to ACSL.

## Signing page

Each attorney who executes this agreement on behalf of a party declares that the attorney has no notice of the revocation or suspension of the power of attorney under which the attorney executes this agreement.

SIGNED by AUSTRACLEAR SERVICES LIMITED  
(ABN28003284419) under power of attorney in  
the senc; af:11



signature of attorney

.....  
signature of witness  
Mte, 1-1f.&I 61..I+bwfkr,  
name (please print)

date: 1 M Kr .Z.Olb  
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+vL..e- .eMc,), tyo/V> 2?1 (c..k,(JI '2-o(k

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name (please print)

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pasitian/title (please print)

SIGNED by AKTIEBOLAGET SVENSK  
EXPORTKREDIT (PUBL)  
Organization number 556084-0315 by:

authorized signatory

name (please print)

pasitian/title (please print)

authorized signatory

name (please print)

pasitian/title (please print)

## Signing page

Each attorney who executes this agreement on behalf of a party declares that the attorney has no notice of the revocation or suspension of the power of attorney under which the attorney executes this agreement.

**SIGNED** by **AUSTRACLEAR SERVICES LIMITED**  
(ABN 28 003 284 419) under power of attorney in  
the presence of:

signature of witness

signature of attorney

name (please print)

name (please print)

date: .....

position/title (please print)

**SIGNED** by **AKTIEBOLAGET SVENSK  
EXPORTKREDIT (PUBL)**  
Organization number 556084-0315 by:



authorized signatory

..... ..... **Per Åkerlind** .....  
name (pl) **Nice President**  
**Head of Treasury & Capital Management**

position/title (please print)



authorized signatory

..... ..... **Erik Häden** .....  
**Head of Treasury**

position/title (please print)



Third Note Deed Poll

Dated 29 February 2016

In relation to the Debt Issuance Programme of  
AB Svensk Exportkredit (publ) (Swedish Export Credit Corporation)

*The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended ("Securities Act"), or the securities laws of any state in the United States. The Notes may not be offered or sold at any time within the United States or to, or for the account of, U.S. persons (as defined in Regulation S under the Securities Act), unless such Notes are registered under the Securities Act or an exemption from the registration requirements thereof is available.*

*The Issuer is neither a bank nor an authorised deposit-taking institution which is authorised under the Banking Act 1959 of Australia ("Banking Act"). The Notes are not obligations of any government and in particular, are not guaranteed by the Commonwealth of Australia.*

**King & Wood Mallesons**

Level 61

Governor Phillip Tower

1 Farrer Place

Sydney NSW 2000

Australia

T +61 2 9296 2000

F +61 2 9296 3999

DX 113 Sydney

[www.kwm.com](http://www.kwm.com)

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## Third Note Deed Poll

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### Third Note Deed Poll

#### Details

<b>Parties</b>	<b>Issuer</b> as described below.
<b>Issuer</b>	<p>Name <b>AB Svensk Exportkredit (publ) (Swedish Export Credit Corporation)</b></p> <p>Incorporated in Kingdom of Sweden</p> <p>Address Klarabergsviadukten 61-63 P.O. Box 194 SE-101 23 Stockholm SWEDEN</p> <p>Telephone +46 8 613 8300</p> <p>Email lcm@sek.se cma@sek.se</p> <p>Attention Legal with a copy to Back Office</p>
<b>Beneficiaries</b>	Each person who is from time to time a Noteholder.
<b>Recitals</b>	<p><b>A</b> The Issuer proposes to issue Notes from time to time.</p> <p><b>B</b> The Notes will be constituted by and issued with the benefit of this deed and be issued in registered uncertificated form by entry in the Register.</p> <p><b>C</b> The Issuer has executed a Note Deed Poll dated 2 June 2006 (“<b>2006 Deed Poll</b>”) and a Second Note Deed Poll dated 19 March 2014 (“<b>2014 Deed Poll</b>”).</p> <p><b>D</b> The Notes issued by the Issuer:</p> <p>(a) prior to the date of this deed poll and any additional Tranches of Notes of existing Series of Notes will continue to have the benefit of, and be constituted by the 2006 Deed Poll or the 2014 Deed Poll (as the case may be and, in each case, as amended, supplemented or replaced by the applicable Pricing Supplement for those Notes); and</p> <p>(b) on or after the date of this deed poll, will have the benefit of, and be constituted by, this deed poll.</p>
<b>Governing law</b>	New South Wales
<b>Date of deed poll</b>	29 February 2016

## Third Note Deed Poll

General terms

### 1 Interpretation

#### 1.1 Incorporation of other defined terms

Terms which are defined in the Conditions have the same meaning when used in this deed unless the same term is also defined in this deed, in which case the definition in this deed prevails.

#### 1.2 Definitions

These meanings apply unless the contrary intention appears:

**Conditions** means, in respect of a Note, the terms and conditions applicable to a Note as set out in the Information Memorandum, as supplemented, amended or replaced by any applicable Pricing Supplement as the case may be and references to a particular numbered Condition shall be construed accordingly;

**Details** means the section of this deed headed “Details”;

**Information Memorandum** means, in respect of a Note, the information memorandum or other offering document referred to in the Pricing Supplement, in each case, prepared by, or on behalf of, and approved in writing by, the Issuer in connection with the issue of that Note and all documents incorporated by reference in it, including any applicable Pricing Supplement and any other amendments or supplements to it; and

**Pricing Supplement** means, in respect of a Tranche of Notes, the pricing or other supplement prepared and issued in relation to such Notes and which has been confirmed by the Issuer.

#### 1.3 References to certain general terms

Unless the contrary intention appears, a reference in this deed to:

- (a) a group of persons is a reference to any two or more of them jointly and to each of them individually;
- (b) a document (including this deed) includes any variation or replacement of it;
- (c) a “**law**” includes common law, principles of equity, decree and any statute or other law made by any parliament (and a statute or other law made by parliament include and regulations and other instruments under it, and consolidations, amendments, re-enactments or replacements of it);
- (d) a “**directive**” includes a treaty, an official directive, request, regulation, guideline or policy (whether or not having the force of law) with which responsible participants in the relevant market generally comply;
- (e) “**Australian dollars**” or “**A\$**” is a reference to the lawful currency of Australia;
- (f) a time of day is a reference to Sydney time;

- (g) a “**person**” includes an individual, corporation, company, firm, tribunal, undertaking, association, organisation, partnership, joint venture, trust, limited liability company, unincorporated organisation or government or any agency, instrumentality or political subdivision thereof, in each case whether or not a separate legal entity;
- (h) a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (i) a “**party**” is a reference to a party to this deed;
- (j) a reference to the “**Corporations Act**” is to the Corporations Act 2001 of Australia;
- (k) anything (including any amount) is a reference to the whole and each part of it; and
- (l) the words “**including**”, “**for example**” or “**such as**” when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

#### **1.4 References to principal and interest**

Unless the contrary intention appears, in this deed any references to principal, interest and/or principal amount of a Note have the same meaning as in the Conditions applicable to that Note.

#### **1.5 Number**

The singular includes the plural and vice versa.

#### **1.6 Headings**

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this deed.

### **2 The Notes**

#### **2.1 Creation of Notes**

- (a) The obligations of the Issuer under the Notes are constituted by, and owing under, this deed poll.
- (b) The Notes will be issued in registered uncertificated form by entry in the Register.

#### **2.2 Undertaking to pay**

The Issuer unconditionally and irrevocably undertakes with each Noteholder:

- (a) to pay, in respect of each Note issued by it and held by the Noteholder, principal, any interest (if applicable) and any other amounts payable in accordance with the Conditions; and
- (b) otherwise to comply with the Conditions of that Note.

#### **2.3 Appointment of Registrar**

For each Series of Notes, the Issuer agrees to:

- (a) establish and maintain; or

(b) appoint a Registrar under an Agency Agreement and to procure that the Registrar establishes and maintains during the term of the appointment,

a Register in Sydney (or such other Australian city as the Issuer and the Registrar may agree).

### **3 Rights and obligations of Noteholders**

#### **3.1 Notes to which this deed poll applies**

This deed poll applies to all Notes issued on or after the date of this deed poll that are not additional Tranches of existing Series of Notes.

#### **3.2 Benefit and entitlement**

This deed is executed as a deed poll. Accordingly, each Noteholder has the benefit of, and is entitled to enforce, this deed even though it is not a party to, or is not in existence at the time of execution and delivery of, this deed.

#### **3.3 Rights independent**

Each Noteholder may enforce its rights under this deed independently from each other Noteholder.

#### **3.4 Noteholders bound**

The Notes are issued on the condition that each Noteholder (and any person claiming through or under a Noteholder) is taken to have notice of and be bound by this deed, the Information Memorandum and the Conditions.

#### **3.5 Assignment**

(a) The Issuer may not assign, transfer or otherwise deal with all or any of its rights, benefits or obligations under this deed except in relation to a particular Series as expressly contemplated by the relevant Conditions.

(b) Each Noteholder is entitled to assign, transfer or otherwise deal with all or any of its rights and benefits under this deed, subject to, and in accordance with, the Conditions.

#### **3.6 Meetings Provisions**

The Meetings Provisions relating to a meeting of Noteholders are set out in the schedule (“Meetings Provisions”) to this deed.

#### **3.7 Directions to hold Note Deed Poll**

Each Noteholder is taken to have irrevocably:

(a) instructed the Issuer that this deed is to be delivered to and held by the Registrar; and

(b) appointed and authorised the Registrar to hold this deed in Sydney, New South Wales (or such other Australian city as the Issuer and Registrar may agree) on its behalf.

#### **3.8 Copies of documents to Noteholders**

Within 7 days of the Issuer receiving a written request from a Noteholder to do so, the Issuer must provide (or procure that the Registrar provides) to that Noteholder a certified copy of any document held in accordance with clause 3.7 (“Directions to hold Note Deed Poll”) if the Noteholder requires such copy in connection with any legal proceeding, claim or action brought by the Noteholder in relation to its rights under a Note.

## **4 Governing law, jurisdiction and service of process**

### **4.1 Governing law**

This deed is governed by the law in force in the place specified in the Details and each party submits to the non-exclusive jurisdiction of the Courts in that place.

### **4.2 Jurisdiction**

The Issuer submits, and each Noteholder is taken to have submitted, to the non- exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. The Issuer waives any right it has to object to any suit, action or proceedings (“Proceedings”) being brought in those courts including by claiming that the Proceedings have been brought in an inconvenient forum or that those courts do not have jurisdiction.

### **4.3 Serving documents**

Without preventing any other method of service, any document in any Proceedings may be served on the Issuer by being delivered or left at its registered office or principal place of business.

### **4.4 Agent for service of process**

For so long as any of the Notes issued by it are outstanding, the Issuer will ensure that there is an agent appointed to accept service of process on its behalf in New South Wales, Australia in respect of any Proceedings as may be brought in the courts of New South Wales, Australia or the Federal Courts of Australia.

The Issuer appoints Dabserv Corporate Services Pty Ltd (ABN 73 001 824 111), currently of Level 61, Governor Phillip Tower, 1 Farrer Place, Sydney, New South Wales, 2000, Australia, as its agent to receive any document referred to in clause 4.3 (“Serving documents”). If for any reason that person ceases to be able to act as such, the Issuer will immediately appoint another person with an office located in New South Wales to act as its agent to receive any such document and will promptly notify the Registrar and the Noteholders of any such appointment.

**EXECUTED** as a deed poll.

## Third Note Deed Poll

### Schedule - Meetings Provisions

*The following are the Meetings Provisions referred to in the Conditions, and which will apply to meetings of Noteholders and are applicable to the convening of meetings of Noteholders and the passing of resolutions by them.*

#### 1 Interpretation

##### 1.1 Incorporation of other defined terms

Terms which are defined in the Conditions or the deed poll which these Meetings Provisions are a schedule have the same meaning when used in these provisions unless the same term is also defined in these provisions, in which case the definition in these provisions prevails. Subject to this, the remaining “Interpretation” provisions of the Conditions apply to these provisions.

##### 1.2 Definitions

These meanings apply unless the contrary intention appears:

**Circulating Resolution** means a written resolution of Noteholders made in accordance with paragraph 10 (“Circulating Resolutions”);

**Extraordinary Resolution** means a resolution:

- (a) passed at a meeting by at least 75% of the votes cast at which the requisite quorum is present as set out in paragraph 5.1 (“Number for a quorum”); or
- (b) made in writing by Noteholders in accordance with paragraph 10(a)(ii) (“Circulating Resolutions”);

**Form of Proxy** means a notice in writing in the form available from the Registrar;

**Notification Date** means the date stated in the copies of a Circulating Resolution sent to Noteholders, which must be no later than the date on which that resolution is first notified to Noteholders;

**Ordinary Resolution** means a resolution:

- (a) passed at a meeting by at least 50% of the votes cast at which the requisite quorum is present as set out in paragraph 5.1 (“Number for a quorum”); or
- (b) made in writing by Noteholders in accordance with paragraph 10(a)(i) (“Circulating Resolutions”);

**Proxy** means a person so appointed under a Form of Proxy; and

**Special Quorum** has the meaning set out in paragraph 5.1 (“Number for a quorum”).

##### 1.3 Noteholders at a specified time

The time and date for determining the identity of a Noteholder who may be counted for the purposes of determining a quorum or attend and vote at a meeting, or sign a Circulating Resolution, is at the close of business in the place

where the Register is kept on the date which is seven days before the date of the meeting or, for a Circulating Resolution, the Notification Date.

#### **1.4 Notes held by Issuer and its affiliates**

In determining whether the provisions relating to quorum, meeting and voting procedures or the signing of a Circulating Resolution are complied with, any Notes held in the name of the Issuer or any of its affiliates must be disregarded.

#### **1.5 References to certain terms**

Unless the contrary intention appears, a reference in these provisions to:

- (a) a “meeting” is to a meeting of Noteholders of a single Series of Notes and references to “Notes” and to “Noteholders” are to the Notes of the Series in respect of which a meeting has been, or is to be, called and to the Noteholders of those Notes, respectively;
- (b) a “Circulating Resolution of Noteholders” is to a Circulating Resolution of Noteholders of a single Series of Notes and references to “Notes” and to “Noteholders” are to the Notes of the Series in respect of which a Circulating Resolution has been, or is to be, passed and to the Noteholders of those Notes respectively; and
- (c) the “Registrar” is to the Registrars of each of the relevant Series of Notes acting jointly.

### **2 Convening a meeting**

#### **2.1 Who can convene a meeting?**

- (a) The Issuer or the Registrar may convene a meeting of Noteholders (or, as described in paragraph (b), the Noteholders of one or more Series as the case may be) whenever they think fit.
- (b) Subject to paragraph (c), the Registrar must convene a meeting if it is asked to do so in writing:
  - (i) by the Issuer; or
  - (ii) by Noteholders who alone or together hold Notes representing at least 10% of the outstanding principal amount of Notes of any Series.
- (c) The Registrar need not convene a meeting unless it is indemnified to its satisfaction against all costs, charges and expenses incurred in convening the meeting.

#### **2.2 Venue**

A meeting may be held at two or more venues using any technology that gives the Noteholders as a whole a reasonable opportunity to participate.

### **3 Notice of meeting**

#### **3.1 Period of notice**

Unless otherwise agreed in writing by each Noteholder, at least 21 days' notice of a meeting must be given to:

- (a) each Noteholder (or in the case of a Note registered as being owned jointly, the person whose name appears first in the Register);

- (b) if the notice is not given by the Registrar, the Registrar; and
- (c) if the notice is not given by the Issuer, the Issuer.

### **3.2 Contents of notice**

The notice must:

- (a) specify the date, time and place of the meeting;
- (b) specify the resolutions to be proposed; and
- (c) explain how Noteholders may appoint Proxies and state that Proxies may be appointed until 48 hours before the meeting but not after that time.

### **3.3 Effect of failure to give notice**

The accidental omission to give notice of a meeting to, or the non-receipt of notice by, any person entitled to receive notice does not invalidate any resolution passed at the meeting.

### **3.4 Notices to be given in accordance with Conditions**

Condition 21 (“Notices”) applies to these provisions as if it was fully set out in these provisions.

### **3.5 Calculation of period of notice**

If a notice must be given within a certain period of days, the day on which the notice is given, and the day on which the meeting is to be held, are not to be counted in calculating that period.

### **3.6 Registered Noteholders**

Noteholders who are or become registered as Noteholders less than 21 days’ before a meeting will not receive notice of that meeting.

## **4 Chairman**

### **4.1 Nomination of chairman**

The Issuer must nominate in writing a person as the chairman of a meeting.

The chairman of a meeting may, but need not, be a Noteholder.

### **4.2 Absence of chairman**

If a meeting is held and:

- (a) a chairman has not been nominated by the Issuer pursuant to paragraph 14.1 (“Nomination of chairman”); or
- (b) the person nominated as chairman is not present within 15 minutes after the time appointed for the holding of the meeting, or is unable or unwilling to act,

the Noteholders or Proxies present may appoint a chairman, failing which, the Issuer may appoint a chairman.

### **4.3 Chairman of adjourned meeting**

The chairman of an adjourned meeting need not be the same person as was the chairman of the meeting from which the adjournment took place.

## 5 Quorum

### 5.1 Number for a quorum

At any meeting, any one or more Noteholders present in person or by Proxy form a quorum for the purposes of passing the resolutions shown in the table below only if they alone or together hold (or in the case of Proxies, represent Noteholders who hold) Notes representing at least the proportion of the outstanding principal amount of the Notes of the relevant Series shown in the table below.

Type of resolution	Required proportion for any meeting except for meeting previously adjourned because of lack of quorum	Required proportion for meeting previously adjourned because of lack of quorum
Extraordinary Resolution requiring a Special Quorum	75%	25%
Extraordinary Resolution	50%	No requirement
Ordinary Resolution	10%	No requirement

In determining how many Noteholders are present, each individual attending as a Proxy is to be counted, except that:

- (a) where a Noteholder has appointed more than one Proxy, only one is to be counted;
- (b) where an individual is attending both as a Noteholder and as a Proxy, that individual is to be counted only once in respect of each such capacity; and
- (c) where an individual is attending as a Noteholder and has also appointed a Proxy in respect of the Notes it holds, those individuals are to be counted only once.

### 5.2 Requirement for a quorum

An item of business (other than the choosing of a chairman) may not be transacted at a meeting unless a quorum is present when the meeting proceeds to consider it. If a quorum is present at the time the first item of business is transacted, it is taken to be present when the meeting proceeds to consider each subsequent item of business unless the chairman of the meeting (on the chairman's own motion or at the request of a Noteholder or Proxy who is present (if such request is accepted by the chairman in its absolute discretion)) declares otherwise.

### 5.3 If quorum not present

If within 15 minutes after the time appointed for a meeting a quorum is not present, the meeting:

- (a) if convened on the requisition of Noteholders, is dissolved; and
- (b) in any other case, is adjourned until a date, time and place the chairman appoints. The date of the adjourned meeting must be no earlier than 14 days, and no later than 42 days after, the date of the meeting from which the adjournment took place.

#### **5.4 If quorum not present at adjourned meeting**

- (a) If a quorum is not present within 15 minutes after the time appointed for any adjourned meeting, the chairman may dissolve the meeting.
- (b) If the meeting is not dissolved in accordance with this provision, the chairman may with the consent of (and must if directed by) any meeting adjourn the meeting to a new date, time or place. Only business which might validly (but for the lack of required quorum) have been transacted at the original meeting may be transacted at the adjourned meeting.

### **6 Adjournment of a meeting**

#### **6.1 When a meeting may be adjourned**

The chairman of a meeting may with the consent of (and must if directed by) any meeting adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting either to a later time at the same meeting or to an adjourned meeting at any time and any place.

#### **6.2 Business at adjourned meeting**

Only unfinished business is to be transacted at a meeting resumed after an adjournment.

#### **6.3 Notice of adjourned meeting**

It is not necessary to give notice of an adjournment unless the meeting is adjourned because of a lack of a quorum. In that case, unless otherwise agreed in writing by each Noteholder, the Issuer must give 10 days' notice of the adjourned meeting to each person entitled to receive notice of a meeting under these provisions. The notice must state the quorum required at the adjourned meeting but need not contain any further information.

### **7 Voting**

#### **7.1 Voting on a show of hands**

- (a) Every resolution put to a vote at a meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.
- (b) A declaration by the chairman that a resolution has been carried, or carried by a particular majority, or lost or not carried by any particular majority, is conclusive evidence of the fact. Neither the chairman nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded in favour of or against the resolution.

#### **7.2 When is a poll properly demanded**

A poll may be demanded by:

- (a) the chairman;
- (b) the Issuer; or
- (c) one or more persons who alone or together hold (or represent Noteholders who hold) Notes representing at least 2% of the principal amount of the outstanding Notes.

The poll may be demanded before a vote is taken or before or immediately after the voting results on a show of hands are declared.

### **7.3 Poll**

- (a) If a poll is properly demanded, it must be taken in the manner and at the date and time directed by the chairman. The result of the poll is a resolution of the meeting at which the poll was demanded.
- (b) A poll demanded on the election of a chairman or on a question of adjournment must be taken immediately.
- (c) A demand for a poll may be withdrawn.
- (d) The demand for a poll does not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll was demanded.

### **7.4 Equality of votes - chairman's casting vote**

If there is an equality of votes either on a show of hands or on a poll, the chairman of the meeting has a casting vote in addition to any votes to which the chairman is entitled as a Noteholder or Proxy.

### **7.5 Entitlement to vote**

- (a) A Noteholder (or, in the case of a Note registered as being owned jointly, the person whose name appears first in the Register) may be present and vote in person at any meeting in respect of the Note or be represented by Proxy.
- (b) Except where these provisions otherwise provide, at any meeting:
  - (i) on a show of hands, each Noteholder present in person and each other person present as a Proxy has one vote; and
  - (ii) on a poll each Noteholder or Proxy present has one vote in respect of each principal amount equal to the Denomination of the Notes of the Series in respect of which the meeting is being held of Notes which are registered in that person's name or in respect of which that person is a Proxy.
- (c) Without affecting the obligations of the Proxies named in any Form of Proxy, any person entitled to more than one vote need not use all votes (or cast all the votes) to which it is entitled in the same way.

### **7.6 Entitlement to attend**

The Issuer, the Registrar, the Noteholders and their respective financial and legal advisers may attend and speak at any meeting.

### **7.7 Objections to right to vote**

A challenge to a right to vote at a meeting of Noteholders:

- (a) may only be made at the meeting; and
- (b) must be determined by the chairman, whose decision is final.

## **8 Proxies**

### **8.1 Appointment of proxy**

A Noteholder entitled to attend and vote at a meeting may appoint a Proxy to attend and act on that Noteholder's behalf in connection with any meeting by a

Form of Proxy signed by the Noteholder. If the Noteholder is a corporation, the Form of Proxy must be executed in accordance with the Corporations Act.

#### **8.2 Validity of Forms of Proxy**

Forms of Proxy are valid for so long as the Notes to which they relate are registered in the name of the appointor but not otherwise.

#### **8.3 Who may be a Proxy?**

A Proxy:

- (a) need not be a Noteholder; and
- (b) may be an attorney, officer, employee, contractor, agent, representative of, or otherwise connected with, the Issuer.

#### **8.4 Form of Proxy must be lodged with Issuer**

A Form of Proxy will not be treated as valid unless it is (together with any power of attorney or other authority under which it is signed, or a copy of that power or authority certified in the manner as the Issuer may require) received by the Issuer (or a person appointed to act on behalf of the Issuer as specified in the notice of meeting) at the office specified in the notice of meeting no later than 48 hours before the meeting at which the Form of Proxy is to be used.

#### **8.5 Revocation and amendment**

Any vote given in accordance with the terms of a Form of Proxy is valid even if, before the Proxy votes, the relevant Noteholder:

- (a) revokes or amends the Form of Proxy or any instructions in relation to it; or
- (b) transfers the Notes in respect of which the proxy was given,

unless notice of that revocation, amendment or transfer is received from the Noteholder who signed that Form of Proxy by the Issuer (or a person appointed to act on behalf of the Issuer specified in the notice of meeting) at the office specified in the notice of meeting no later than 24 hours before the meeting at which the Form of Proxy is used.

### **9 Single Noteholder**

If there is only one Noteholder, the Noteholder may pass a resolution by recording it and signing the record.

### **10 Circulating Resolutions**

- (a) The Noteholders may without a meeting being held:
  - (i) pass an Ordinary Resolution, if within one month after the Notification Date, Noteholders representing more than 50% of the principal amount of outstanding Notes as at the Notification Date sign a document stating that they are in favour of the resolution set out in the document; or
  - (ii) pass an Extraordinary Resolution, if within one month after the Notification Date, Noteholders representing at least 75% of the principal amount of outstanding Notes as at the Notification Date sign a document containing a statement that they are in favour of the resolution set out in the document.

- (b) Separate copies of a document may be used for signing by Noteholders if the wording of the resolution and statement is identical in each copy.
- (c) The resolution is passed when the last Noteholder signs it.
- (d) The accidental omission to give a copy of a Circulating Resolution to, or the non-receipt of a copy by, any Noteholder does not invalidate the Circulating Resolution.

## **11 Matters requiring an Extraordinary Resolution**

The following matters require an Extraordinary Resolution of Noteholders:

- (a) a variation of a provision of the Note Deed Poll, the Conditions or a right created under any of them which is set out in this paragraph 11, except for:
  - (i) a variation which may be made without the consent of Noteholders under Condition 19.1 (“Variation without consent”); and
  - (ii) a variation which requires a Special Quorum under paragraph 12 (“Extraordinary Resolutions requiring a Special Quorum”);
- (b) a waiver of any breach or other non-performance of obligations by the Issuer in connection with the Note Deed Poll, the Conditions or an authorisation of any proposed breach or non-performance;
- (c) to authorise any person to do anything necessary to give effect to an Extraordinary Resolution;
- (d) the exercise of any right, power or discretion under the Note Deed Poll or the Conditions that expressly requires an Extraordinary Resolution; and
- (e) the appointment of any committee (which need not consist of Noteholders) to represent the interests of the Noteholders and the conferring on the committee of any rights, powers or discretions which the Noteholders may exercise by an Extraordinary Resolution.

## **12 Extraordinary Resolutions requiring a Special Quorum**

Any resolution to be passed in a meeting regarding the following matters requires a Special Quorum to be present at the meeting:

- (a) any proposal for any compromise of the rights of the Noteholders against the Issuer, whether those rights arise under the Note Deed Poll, the Conditions or otherwise;
- (b) the exchange or substitution of the Notes for, or the conversion of the Notes into, shares, bonds or other obligations or securities of the Issuer or any other body corporate which is not expressly permitted under the Conditions;
- (c) a change to the dates of maturity or redemption of any Notes or any date on which a payment of principal or interest is due on any Notes;
- (d) a reduction or cancellation of an amount payable, or a change to the method of calculating an amount payable or a date of payment in respect of the Notes (other than where the reduction, cancellation or change is

expressly provided for in the Conditions or where the modification increases the amount payable);

- (e) a change to the due currency of any payment or denomination in respect of the Notes;
- (f) a change to the majority required to pass an Extraordinary Resolution; and
- (g) a change to the quorum (whether a Special Quorum or otherwise) required to pass an Extraordinary Resolution.

## **13 Matters requiring an Ordinary Resolution**

The Noteholders have the power exercisable by Ordinary Resolution to do anything for which an Extraordinary Resolution is not required.

## **14 Effect and notice of resolution**

### **14.1 Resolutions are binding**

A resolution passed at a meeting duly convened and held (or by a Circulating Resolution duly sent and signed) in accordance with these provisions is binding on all Noteholders, whether or not they were present, or voted, at the meeting (or signed the Circulating Resolution).

### **14.2 Notice of resolutions**

The Issuer must give notice to the Noteholders and the Registrar of the result of the voting on a resolution within 14 days of the result being known. However, a failure to do so does not invalidate the resolution.

## **15 Minutes**

### **15.1 Minute books**

The Issuer must keep minute books in which it records:

- (a) proceedings and resolutions of meetings; and
- (b) Circulating Resolutions.

### **15.2 Minutes and Circulating Resolutions must be signed**

The Issuer must ensure that:

- (a) minutes of a meeting are signed by the chairman of the meeting or by the chairman of the next meeting; and
- (b) Circulating Resolutions are signed by a director or secretary of the Issuer.

### **15.3 Minutes and Circulating Resolutions conclusive**

A minute or Circulating Resolution that is recorded and signed in accordance with these provisions, unless the contrary is proved, conclusive evidence:

- (a) of the matters contained in it;
- (b) that the meeting has been duly convened and held (or copies of the proposed Circulating Resolution have been duly sent and signed); and

- (c) that all resolutions have been duly passed.

## **16 Further procedures**

The Issuer may prescribe further regulations for the holding of, attendance and voting at meetings as are necessary or desirable and do not adversely affect the interests of the Noteholders.

## **17 Notes of more than one Series**

### **17.1 Application**

This paragraph 17 (“Notes of more than one Series”) applies whenever there are outstanding Notes which do not form a single Series.

### **17.2 Resolutions affecting one Series**

A resolution which affects one Series of Notes only is taken to have been duly passed if passed at a meeting, or by a Circulating Resolution, of the Noteholders of that Series.

### **17.3 Resolutions affecting more than one Series**

- (a) A resolution which affects more than one Series of Notes but does not give rise to a conflict of interest between the Noteholders of any of the Series so affected is taken to have been duly passed if passed at a single meeting, or by a Circulating Resolution, of the Noteholders of all Series so affected.
- (b) A resolution which affects more than one Series of Notes and gives or may give rise to a conflict of interest between the Noteholders of any of the Series so affected is taken to have been duly passed if passed at separate meetings, or by separate Circulating Resolutions, of the Noteholders of each Series so affected.

### **17.4 Legal opinions**

The Issuer may rely on, and the Noteholders are bound by, a legal opinion from a leading law firm in Australia to the effect that a resolution:

- (a) affects one Series of Notes only; or
- (b) if it affects more than one Series of Notes, does not give rise to a conflict of interest, for the purposes of determining the meeting or meetings which need to be held for the purposes of this paragraph 17 (“Notes of more than one Series”).

## Third Note Deed Poll

### Signing page

DATED: 29 February 2016

#### SIGNED, SEALED AND DELIVERED

AB SVENSK EXPORTKREDIT (PUBL)  
(Swedish Export Credit Corporation)

in the presence of:

Sig      e of witn  
.....      .....  
.....  
Name of witness (block letters)



By: .....  
Name: **Per Akerlind**

Title: .....  
Executive Vice President

**8**



By: .....  
Name: **Erik Håden**  
Title: .....  
Senior Director  
Head of Treasury

**2**

STATEMENT OF RATIOS OF EARNINGS TO FIXED CHARGES  
 Calculation of Ratios of Earnings to Fixed Charges  
 for SEK excluding the CIRR-system  
 on the Basis of IFRS

(Skr millions, except for ratios)	Year-end December 31,		
	2017	2016	2015
<b>Fixed Charges:</b>			
Interest expenses	2,213	1,441	1,173
<b>Earnings:</b>			
Net profit	772	780	1,187
Taxes	235	222	348
Fixed charges	2,213	1,441	1,173
	3,220	2,443	2,708
<b>Ratio of earnings to fixed charges</b>	1.46	1.70	2.31

For the purpose of calculating ratios of earnings to fixed charges, earnings consist of net profit for the year, plus taxes and fixed charges. Fixed charges consist of interest expenses, including borrowing costs, of SEK.

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**List of Subsidiaries**

Subsidiaries as of the end of the year covered by this annual report are:

- Venantius AB (being wound down) and its wholly owned subsidiary VF Finans AB (being wound down), each of which is incorporated in Sweden.

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## CERTIFICATIONS

I, Catrin Fransson, certify that:

1. I have reviewed this annual report on Form 20-F of Swedish Export Credit Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting.
5. The company's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

February 26, 2018

/s/ Catrin Fransson  
\_\_\_\_\_  
Chief Executive Officer

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I, Per Åkerlind, certify that:

1. I have reviewed this annual report on Form 20-F of Swedish Export Credit Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting.
5. The company's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

February 26, 2018

/s/ Per Åkerlind

Head of Treasury and Capital Management & Executive Vice  
President

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I, Susanna Rystedt, certify that:

1. I have reviewed this annual report on Form 20-F of Swedish Export Credit Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting.
5. The company's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

February 26, 2018

/s/ Susanna Rystedt  
\_\_\_\_\_  
Executive Director, Chief Administrative Officer

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**Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report on Form 20-F of Swedish Export Credit Corporation (the “Company”) for the period ending December 31, 2015 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Catrin Fransson, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. §1350 as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Catrin Fransson  
\_\_\_\_\_  
Chief Executive Officer  
February 26, 2018

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**Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report on Form 20-F of Swedish Export Credit Corporation (the “Company”) for the period ending December 31, 2015 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Per Åkerlind, Executive Director and Chief Operating Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Per Åkerlind  
Head of Treasury and Capital Management & Executive Vice President  
February 26, 2018

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**Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report on Form 20-F of Swedish Export Credit Corporation (the “Company”) for the period ending December 31, 2015 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Susanna Rystedt, Executive Director and Chief Administrative Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Susanna Rystedt  
Executive Director, Chief Administrative Officer  
February 26, 2018

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**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We hereby consent to the incorporation by reference in the Registration Statement on Form F-3 (No. 333-221336) of Aktiebolaget Svensk Exportkredit (Swedish Export Credit Corporation) of our report dated February 26, 2018 relating to the financial statements, which appears in this Form 20-F.

/s/ Öhrlings PricewaterhouseCoopers AB

Stockholm, Sweden  
February 26, 2018

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**sek-20171231.xml**

**sek-20171231.xsd**

**sek-20171231\_cal.xml**

**sek-20171231\_def.xml**

**sek-20171231\_lab.xml**

**sek-20171231\_pre.xml**