## **Negotiable Commercial Paper**

(Negotiable European Commercial Paper - NEU CP)<sup>1</sup>
Trade name of the notes defined in article D.213-1 of the French monetary and financial code

### Not guaranteed programme

INFORMATION	ON MEMORANDUM
Name of the programme	SKANDINAVISKA ENSKILDA BANKEN AB (PUBL), NEU CP (ID Programme 1622)
Name of the issuer	Skandinaviska Enskilda Banken AB (publ)
Type of programme	NEU CP
Writing language	English
Programme size	10,000,000,000 EUR
Guarantor(s)	Not applicable
Rating(s) of the programme	Rated by Fitch Ratings Ireland Nordic Region Filial Moody's Investors Service (Nordics) AB S&P Global Ratings Europe Limited
Arranger(s)	None
Introduction advisor	None
Legal advisor	Allen & Overy LLP
Issuing and paying agent(s) (IPA)	BNP PARIBAS
Dealer(s)	Skandinaviska Enskilda Banken AB (publ) BNP PARIBAS CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK ING BANK N.V. NATIXIS SOCIETE GENERALE
Date of the information memorandum (dd/mm/yyyy)	11/05/2023

Drawn up pursuant to articles L. 213-0-1 to L. 213-4-1 of the French monetary and financial code

A copy of the information memorandum is sent to:

### **BANQUE DE FRANCE**

Direction générale de la stabilité financière et des opérations (DGSO)
Direction de la mise en œuvre de la politique monétaire (DMPM)
S2B-1134 Service des Titres de Créances Négociables (STCN)
39, rue Croix des Petits Champs
75049 PARIS CEDEX 01

<u>Avertissement</u>: cette documentation financière étant rédigée dans une langue usuelle en matière financière autre que le français, l'émetteur invite l'investisseur, le cas échéant, à recourir à une traduction en français de cette documentation.

The Banque de France invites investors to read the general terms and conditions for the use of information related to negotiable debt securities:

https://www.banque-france.fr/politique-monetaire/surveillance-et-developpement-des-financements-de-marche-marche-neu-cp-neu-mtn/le-marche-des-titres-negociables-court-et-moyen-terme-neu-cp-neu-mtn

Information marked « Optional » may not be provided by the issuer because French regulations do not require it

<sup>1</sup>Trade name of the notes defined in article D.213-1 of the French monetary and financial code

# MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES ONLY TARGET MARKET

Solely for the purposes of the Issuer's product approval process in respect of a particular NEU CP issue, the target market assessment in respect of any of the NEU CP to be issued off this Programme has led to the conclusion that: (i) the target market for the NEU CP is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "MiFID II"); and (ii) all channels for distribution of the NEU CP to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the NEU CP (a "distributor") should take into consideration the Issuer's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the NEU CP (by either adopting or refining the Issuer's target market assessment) and determining appropriate distribution channels.

	1. DESCRIPTION OF THE ISSUANCE PROGRAMME		
	Articles D. 213-9, 1° and D 213-11 of the French monetary and financial code and Article 6 of the Order of 80 May 2016 and subsequent amendments		
1.1	Name of the programme	SKANDINAVISKA ENSKILDA BANKEN AB (PUBL), NEU CP (Programme ID 1622)	
1.2	Type of programme	NEU CP	
1.3	Name of the issuer	Skandinaviska Enskilda Banken AB (publ)	
1.4	Type of issuer	Monetary financial Institution // Credit institution, investment firm and CDC under the conditions set out in art. L 213-3.1 of the French Monetary and Financial Code	
1.5	Purpose of the programme	The net proceeds from each issue of NEU CP will be applied for the general corporate purposes of the Issuer.	
1.6	Programme size (maximum outstanding amount)	10,000,000,000 EUR  Ten billion EUR or any other currency authorized by applicable laws and regulations in force in France at the time of the issue	
1.7	Form of the notes	Negotiable commercial paper in dematerialised bearer form.	
1.8	Yield basis	The remuneration is unrestricted.	
		Benchmark indice(s):	
		The variable/adjustable rates are indexed to the usual rates of the money and bonds markets.	
		Compensation rules(s):	
		However, if the Issuer issues NEU CP with remuneration linked to an index, or an index clause, the Issuer shall only issue NEU CP with remuneration linked to usual money market indexes, such as and restricted to Euribor.	
		At their maturity date, the principal of the NEU CP shall always equal par. The remuneration of the NEU CP may be negative depending on the fixed rates or the trend of the usual money market indexes applicable to the calculation of the remuneration. In this case, redemption amounts of the NEU CP may be below par. In any case, the principal will be redeemed unconditionally at par.	
		The conditions of remuneration of such NEU CP will be set up when the said NEU CP will be initially issued.	
		In any case, the Programme does not allow indexation formula linked to a credit event.	
		In the case of an issue of NEU CP embedding an option of early redemption, or repurchase, as mentioned in paragraph 1.10 (Maturity) below, the conditions of remuneration of such NEU CP will be set up when the said NEU CP will be initially issued and shall not be further modified, including when such an embedded option of early redemption, or repurchase will be exercised.	
1.9	Currencies of issue	EUR or any other currency authorized by applicable laws and regulations in force in France at the time of the issue.	
1.10	Maturity	The term (maturity date) of the NEU CP shall be determined in accordance with laws and regulations applicable in France, which imply that, at the date hereof, the term of the NEU CP shall not be longer than one year (365 days or 366 days in a leap year), from the issue date.	
	1	The NEU CP may be redeemed before maturity in	

		accordance with the laws and regulations applicable in France.
		The NEU CP issued under the Programme may carry one or more embedded option(s) of of the term (held by either the Issuer or the holder, or linked to one or several events not related to either the Issuer or the holder).
		The NEU CP issued under the Programme may also carry one or more embedded option(s) of repurchase before the term (held by either the Issuer or the holder, or linked to one or several events not related to either the Issuer or the holder).
		An option of early redemption, or of repurchase before the term, if any, shall be explicitly specified in the confirmation form of any relevant issuance of NEU CP.
		In any case, the overall maturity of any NEU CP embedded with one or several of such clauses, shall always - all options of early redemption, or repurchase included – conform to laws and regulations in force in France at the time of the issue.
1.11	Minimum issuance amount	200,000 EUR or any other amount above the stated value (or equivalent amount in the relevant foreign currency).
1.12		By virtue of regulation (Article D 213-11 of the French monetary and financial code), the legal minimum face value of the commercial paper within the framework of this program is 200,000 EUR or the equivalent in the currencies selected at the time of issuance.
1.13	Status of the notes	Senior Unsecured
		Information about the status of the notes:  NEU CP issued by the Issuer will constitute unconditional, unsubordinated and unsecured obligations of the Issuer and will rank pari passu with all other unsubordinated and unsecured present or future indebtedness of the Issuer, subject to such exceptions as may from time to time exist under applicable law.
1.14	Governing law that applies to the programme	Any NEU CP under the Programme will be governed by French law. All potential disputes related to the issuance of the NEU CP shall be governed and construed according to French law.
1.15	Listing of the notes/Admission to trading on a regulated market	Not Applicable
1.16	Settlement system	Euroclear France
1.17	Rating(s) of the programme	Fitch Ratings Ireland Nordic Region Filial: https://www.fitchratings.com/entity/skandinaviska-enskilda-banken-ab-publ-80359927#ratings
		S&P Global Ratings Europe Limited : https://disclosure.spglobal.com/ratings/en/regulatory/instrument-details/debtType/COMMPAPER/entityId/104092
		Moody's Investors Service (Nordics) AB oody's : https://www.moodys.com/credit-ratings/SEB-AB-credit-rating-681000/ratings/view-by-debt
		Ratings can be reviewed at any time by the rating agencies. Investors are invited to refer to the websites of the agencies concerned for the current rating.
1.18	Guarantor	Not applicable
	Issuing and Paying Agent(s) (IPA) - exhaustive list -	BNP PARIBAS

1.20	Arranger	None
1.21	Placement method	Direct placement
		Dealer(s):
		BNP PARIBAS CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK ING BANK N.V. NATIXIS SOCIETE GENERALE
		The Issuer may subsequently elect to replace any dealer, insure the placement himself, or appoint other dealers; an updated list of such dealers shall be disclosed to investors upon request to the Issuer
1.22	Selling restrictions	GENERAL  The Issuer and each of the Dealers or subscribers undertake not to take any action which would facilitate the public offering of NEU CP, or the possession or distribution of the Information Memorandum, or any other document relating to the NEU CP, in any country where the distribution of such documents would be contrary to its laws and regulations, and will only offer or sell the NEU CP in accordance with the laws and regulations in force in these particular countries.  Each Dealer or subscriber undertakes to comply with the laws and regulations in force in the countries where it will offer or sell the NEU CP or will hold or distribute the Information Memorandum, and will obtain all necessary authorisations and agreements in accordance with the laws and regulations in force in all the countries in which such an offer for sale will be made by it. Neither the Issuer nor any Dealer will bear responsibility for the breach by another Dealer or subscriber of these laws and regulations.  FRANCE  Each Dealer, each subscriber and the Issuer has represented and agreed to comply with the applicable French laws and regulations in force regarding the offer, the placement or the sale of the NEU CP and the distribution in France of this Information Memorandum or any other offering material relating to the NEU CP.  SWEDEN
		Each Dealer has represented and agreed that it will not, directly or indirectly, offer for subscription or purchase or issue invitations to subscribe for or buy or sell the Instruments or distribute any draft or definitive document in relation to any such offer, invitation or sale in the Kingdom of Sweden except in compliance with the laws of the Kingdom of Sweden.
		UNITED KINGDOM  Each Dealer has represented and agreed that:  (i)  (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business;  (b) it has not offered or sold and will not offer or sell any NEU CP other than to persons whose ordinary business activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of such NEU CP would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000, as amended (the "FSMA") by the Issuer;

- (ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any NEU CP in circumstances in which section 21(1) of the FSMA does not apply to the Issuer;
- (iii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to such NEU CP in, from or otherwise involving the United Kingdom;

#### **UNITED STATES**

The NEU CP have not been and will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), or any other laws or regulations of any state of the United States of America, and may not be offered or sold within the United States of America, or to, or for the account or benefit of, U.S. persons (as defined in accordance with Regulation S under the Securities Act) except in certain transactions exempt from the registration requirements of the Securities Act.

The Issuer, each Dealer and any initial subscriber have represented and agreed, and any further holder of the NEU CP will be required to represent and agree, that they have not offered, sold or delivered, and will not offer, sell or deliver, whether directly or indirectly, any NEU CP within the United States of America or to, or for the account or benefit of, any U.S. person (a) as part of their distribution at any time, and (b) otherwise until the day immediately following forty (40) calendar days after the later of (y) the day on which such NEU CP are first offered and (z) the issue date of such NEU CP (the "Distribution Compliance Period"). In addition, until the conclusion of the Distribution Compliance Period, an offer or sale of NEU CP within the United States by the Issuer, any Dealer, any initial subscriber or any further holder of the NEU CP, whether or not participating in the offering, may violate the registration requirements of the Securities Act.

The Issuer, each Dealer and any initial subscriber have also agreed, that they will send to each distributor, initial subscriber or person to which they sell the NEU CP during the Distribution Compliance Period a notice setting out the selling and offering restrictions of the NEU CP in the United States of America or to, or for the account or benefit of U.S. persons.

The NEU CP will be offered and sold only outside the United States to persons other than U.S. persons (as defined in accordance with Regulation S under the Securities Act).

1.23 Taxation

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as "FATCA", a "foreign financial institution" ("FFI", as defined by FATCA) may be required to withhold on certain payments it makes ("foreign passthru payments") to persons that fail to meet certain certification, reporting or related requirements. participating FFI will not be required to withhold tax on a foreign passthru payment made to a recalcitrant account holder or nonparticipating FFI before the date that is two years after the date of publication in the US Federal Register of final regulations defining the term "foreign passthru payment". If an amount in respect of such withholding tax were to be deducted or withheld from interest, principal or other payments made in respect of the NEU CP, neither the Issuer nor any paying agent nor any other person would, pursuant to the conditions of the NEU CP, be required to pay additional amounts as a result of the deduction or withholding. As a result, Holders may receive less interest or principal than expected. Holders should consult their own tax advisers regarding how these rules may apply to their

		investment in NEU CP.
1.24	Involvement of national authorities	Banque de France
1.25	Contact(s)	Skandinaviska Enskilda Banken AB SE-106 40 Stockholm Sweden Telephone: 00 46 8 506 23 345 Fax: 00 46 8 611 3717 E-mail: johan.nyberg@seb.se
		Skandinaviska Enskilda Banken AB SE-106 40 Stockholm Sweden Phone: 00 46 70 739 16 25 Fax: 00 46 8 611 3833 Attention: Johanna Schmidt E-mail: johanna.schmidt@seb.se  Skandinaviska Enskilda Banken AB SE-106 40 Stockholm
		Sweden Phone: 00 46 85 06 23 293 Fax: 00 46 86 11 37 17 E-mail: jenny.ramstedt@seb.se
1.26	Additional information on the programme	Swedish Bail-in PowerNotwithstanding any other term of the NEU CP or any other agreements, arrangements, or understandings between the Issuer and any holder, by its acquisition of the NEU CP, each holder (which, for these purposes, includes each holder of a beneficial interest in the NEU CP) acknowledges, accepts, consents and agrees to be bound by:  a. the effect of the exercise of any Swedish bail-in power by the relevant Swedish resolution authority, that may include and result in any of the following, or some combination thereof:  i. the conversion of all, or a portion, of the Amounts Due; iii. the conversion of all, or a portion, of the Amounts Due; iii. the conversion of all, or a portion, of the Amounts Due; iii. the conversion of all, or a portion, of the Amounts Due; iii. the conversion of all, or a portion, of the Amounts Due; iii. the conversion of and the issue to or conferral on the holder of such shares, securities or obligations of the Issuer or another person (and the issue to or conferral on the holder of such shares, securities or obligations), including by means of an amendment, modification or variation of the terms of the NEU CP; iii. the cancellation of the NEU CP; and iv. the amendment or alteration of the maturity of the NEU CP or amendment of the amount of interest payable on the NEU CP, or the date on which the interest payable on the NEU CP, or the date on which the interest payable on the NEU CP, or the date on which the interest payable on the NEU CP, or the date on which the interest payable on the NEU CP; and be under the swedish resolution authority.  For these purposes, the (i) "Amounts Due" are the principal amount of, together with any accrued but unpaid interest due on, the NEU CP; and "Swedish bail-in power" means any write-down, conversion, transfer, modification, suspension or similar or related power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in Sweden relating to the transposition of Directiv

1 27	Language of the information	securities, or other obligations of such regulated entity or any other person (or suspended for a temporary period); and (ii) any right in a contract governing an obligation of a regulated entity may be deemed to have been exercised. No repayment or payment of Amounts Due on the NEU CP will become due and payable or be paid after the exercise of any Swedish bail-in power by the relevant Swedish resolution authority if and to the extent such amounts have been reduced, converted, cancelled, amended or altered as a result of such exercise. Neither a reduction or cancellation, in part or in full, of the Amounts Due, the conversion thereof into another security or obligation of the Issuer or another person, as a result of the exercise of any Swedish bail-in power by the relevant Swedish resolution authority with respect to the Issuer, nor the exercise of any Swedish bail-in power by the relevant Swedish resolution authority with respect to the NEU CP will be an event of default. Upon the exercise of any Swedish bail-in power by the relevant Swedish bail-in power by the relevant Swedish resolution authority with respect to the NEU CP, the Issuer will provide a written notice to the holders of the NEU CP as soon as practicable regarding such exercise of the Swedish bail-in power. The Issuer will also deliver a copy of such notice to Issuing and Paying Agent for information purposes. By its acquisition of the NEU CP, each holder (including, for these purposes, each holder of a beneficial interest in the NEU CP): (a) acknowledges, accepts, consents and agrees to be bound by the exercise of any Swedish bail-in power as it may be exercised without any prior notice by the relevant Swedish resolution authority of its decision to exercise such power with respect to such NEU CP and (b) shall be deemed to have authorised, directed and requested and any intermediary through which it holds such NEU CP to take any and all necessary action, if required, to implement the exercise of any Swedish bail-in power with respect to such NE
1.27	Language of the information memorandum which prevails	English

	2 DESCRIPTION OF THE ISSUER		
	Article D. 213-9, 2° of the French monetary and financial code and Article 7 of the Order of 30 May 2016 and subsequent amendments		
2.1	Legal name	Skandinaviska Enskilda Banken AB (publ)	
2.2	Legal form/status, governing law of the	Legal form/status:	
	issuer and competent courts	Public limited company under Swedish law	
		Governing law of the issuer :	
		Monetary financial Institution // Credit institution, investment firm and CDC under the conditions set out in art. L 213-3.1 of the French Monetary and Financial Code	
		Additional information regarding the governing law:	
		The Issuer is a licensed bank supervised by the Swedish Financial Supervisory Authority. The governing law applicable to the Issuer is the Swedish law.	
		Competent courts : The city court of Stockholm	
2.3	Date of incorporation	17/12/1971	
2.4	Registered office or equivalent (legal address) and main administrative office	Registered office : Kungsträdgårdsgatan 8 106 40 STOCKHOLM SWEDEN	
2.5	Registration number, place of registration and LEI	Registration number : 502032-9081	
	registration and EEI	LEI : F3JS33DEI6XQ4ZBPTN86	
2.6	Issuer's mission summary	(extract of section 3 from the Articles of Association of the Issuer)  The Issuer may carry on banking and financial activities, as well as thereto related activities. In addition to providing means of payment services via general payment systems and receipt of funds which, following notice of termination, are available to the creditor within not more than 30 days, the Issuer may carry on, inter alia, the following activities:  1. borrow funds, for example by accepting deposits from the general public or issuing bonds (amongst others covered bonds) or other comparable debt instruments,  2. grant and broker loans, for example in the form of consumer credits and loans secured by charges over real property or claims,  3. participate in financing, for example by acquiring claims and leasing property,  4. provide payment services,  5. provide means of payment,  6. issue guarantees and assume similar obligations,  7. participate in issuance of securities,  8. provide financial advice,  9. hold securities in safekeeping,  10. conduct letters of credit operations,  11. provide bank safety deposit services,  12. engage in currency trading,  13. engage in securities operations,  14. provide credit information, and  15. issue electronic money  The Issuer may also conduct insurance distribution and operations compatible therewith.	
2.7	Brief description of current activities	See the below pages in the 2022 Annual Report. Deposits from the public p. 166	
		Loans to the public p.148 -154	

		Financial Markets Transactions (derivative instruments) p.134 Provision of banking and financial services (fees, commissions) p.133 Geographical information p.131 Income statement p. 111.
2.8	Capital	21,941,718,020.00 Swedish Krone 1,964,994,494.00 EUR
		Decomposition of the capital: 2,154,569,426 ordinary shares of class A and 24,152,508 ordinary shares of class C, each with SEK 10.07 of nominal value.
2.8.1	Amount of capital subscribed and fully paid	1,964,994,494.00 EUR
2.8.2	Amount of capital subscribed and not fully paid	0 EUR
2.9	List of main shareholders	References to the relevant pages of the annual report or reference document :
		See page 91 of the 2022 Annual Report.
		Shareholders :
		Investor AB (20.90 %) Alecta (5.80 %)
2.10	Regulated markets on which the shares or debt securities of the issuer	Regulated markets on which the shares are listed : Nasdaq Stockholm
	are listed	Regulated markets on which the debt securities are listed : Euronext Dublin Nasdaq Stockholm
		Longest-Last Maturity Date for debt securities listed on the Regulated Market: 23/09/2041
2.11	Composition of governing bodies and supervisory bodies	References to the relevant pages of the annual report where the composition of governing bodies and supervisory bodies is provided:
		See p. 94-97 of the 2022 annual report.
		Marcus Wallenberg, Chair Sven Nyman, Vice Chair
		Jesper Ovesen, Vice Chair Jacob Aarup-Andersen, Director
		Signhild Arnegård Hansen, Director
		Anne-Catherine Berner, Director Winnie Fok, Director
		John Flint, Director Lars Ottersgård, Director
		Helena Saxon, Director Johan Torgeby, Director (President and CEO)
		Anna-Karin Glimström, Director Charlotta Lindholm, Director
		Annika Dahlberg, Deputy Director Marika Ottander, Deputy Director
2.12	Accounting method for consolidated	Accounting method for consolidated accounts :
	accounts (or failing that, for the annual accounts)	IFRS
2.13	Accounting year	Starting on 01/01 ending on 31/12
2.13.1	Date of the last general annual meeting of shareholders (or equivalent thereof) which has ruled on the last financial year accounts	04/04/2023

2.14	Fiscal year	Starting on 01/01 ending on 31/12
2.15	Auditors of the issuer, who have audited the issuer's annual accounts	
2.15.1	Auditors	Holder(s) : Ernst & Young AB Hamngatan 26 111 47 Stockholm
2.15.2	Auditors report on the accuracy of the accounting and financial information	The non-consolidated and the consolidated accounts for 2021 and 2022 have been audited by Ernst & Young AB, chartered accountants and registered auditors without qualifications. The auditors report for 2021 may be found on pages 203-207 of the 2021 Annual Report and for 2022 may be found on pages 207-211 of the 2022 Annual Report.
2.16	Other equivalent programmes of the issuer	A Global Commercial Paper Programme in US Dollars. Maximum Outstanding amount: USD 45,000,000,000. Outstanding amount in USD equivalent on 31st December 2022: USD 16,900,000. A SEK Commercial Paper Programme with an unlimited aggregate principal amount and with no outstanding amount on 31st December 2022.
2.17	Rating of the issuer	Optional
2.18	Additional information on the issuer	https://sebgroup.com/press/press-releases

## 3. CERTIFICATION OF INFORMATION

Articles D. 213-5 et D. 213-9, 4°of the French monetary and financial code and subsequent amendments

	Certification of information of the issue	uer Skandinaviska Enskilda Banken AB (publ)
3.1	Person(s) responsible for the information memorandum concerning the programme of SKANDINAVISKA ENSKILDA BANKEN AB (PUBL), NEU CP for the issuer	Ms Jenny Ramstedt, Head Liquidity Management, Skandinaviska Enskilda Banken AB (publ) Mr Johan Nyberg, Head of Funding and Liquidity Management, Skandinaviska Enskilda Banken AB (publ)
3.2	Declaration of the person(s) responsible for the information memorandum concerning the programme of SKANDINAVISKA ENSKILDA BANKEN AB (PUBL), NEU CP for the issuer	To the best of my knowledge, the information provided by the issuer in the financial documentation, including the French summary (if relevant) is accurate, precise and does not contain any omissions likely to affect its scope or any false or misleading information
3.3	Date (DD/MM/YYYY), place of signature, signature	Johan Nyberg Jenny Ramstedt

APPENDIX Further to articles D.213-9 of the French monetary and financial code and L.232-23 of the French commercial code, financial information mentioned in Article D213-9 of the French monetary and financial code should be made available to any person upon request		
Appendix 1	Documents available to the shareholders annual general meeting or the equivalent <sup>2</sup>	Annual general meeting 2023 Annual report for the financial year ended 31/12/2022  Annual general meeting 2022 Annual report for the financial year ended 31/12/2021
Appendix 2	Annual report Year 2023	https://eucpmtn.banque-france.fr/neusgate/api/public/document/13192
Appendix 3	Annual report Year 2022	https://eucpmtn.banque-france.fr/neusgate/api/public/document/9740