Negotiable commercial paper

(Negotiable European Commercial Paper - NEU CP-)1

Not guaranteed programme

Inform	ation Memorandum (IM)	
Name of the programme	Skandinaviska Enskilda Banken AB (publ)	
Name of the issuer	Skandinaviska Enskilda Banken AB (publ)	
Type of programme	NEU CP	
Programme size	5,000,000,000 euro	
Guarantor(s)	None	
Rating(s) of the programme	Rated by Fitch Ratings, Moody's and Standard and Poor's	
Arranger(s)	BNP Paribas	
Introduction advisor	None	
Legal advisor	None	
Issuing and paying agent(s) (IPA)	BNP Paribas	
Dealer(s)	BNP Paribas, Crédit Agricole CIB, ING Bank N.V., Natixis Sociétè Gènérale	
Date of the information memorandum	30/06/2020	
Update by amendment (if appropriate)	None	

Drawn up pursuant to articles L 213-1A 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)
21-1134 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.

Translation:

<u>Warning</u>: as this information memorandum is issued in a customary language in the financial sphere other than French, the issuer invites the investor, when appropriate, to resort to a French translation of this 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/en/monetary-policy/monitoring-and-development-market-financing/commercial-paper-and-medium-term-note-market-neu-cp-neu-mtn

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

	1. DESCRIPTION	OF THE ISSUANCE PROGRAMME
Article	es D. 213-9, 1° and D 213-11 of the F	rench monetary and financial code and Article 6 of the
Order	of 30 May 2016 and subsequent ame	ndments
1.1	Name of the programme	Skandinaviska Enskilda Banken AB (publ)
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
1.5	Purpose of the programme	Optional *
1.6	Programme size (maximum	1. 5,000,000,000 euro.
	outstanding amount) in Euro	2. or its equivalent amount (using the exchange rate applicable at the time of issuance) in
		3. 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	Notes are negotiable debt instruments (titres de créances négociables), issued in dematerialised bearer form and recorded in the books of authorised intermediaries (book entry system) in accordance with French laws and regulations
1.8	Yield basis	The remuneration is unrestricted. 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, Libor or EONIA. 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.
		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, extension or repurchase, as mentioned in paragraph 1.10 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, extension or repurchase will be exercised.
1.9	Currencies of issue	Euro or any other currency authorized by applicable laws and regulations in force in France at the time of the issue

^{*} Optional: Information that the issuer may not provide because it is not required by French reulation

1.10	Maturity	The term (maturity date) of the NEU CP shall comply 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. 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 extension 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, extension of the term 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, extension 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 euros Or its equivalent in any other currency	
1.12	Minimum denomination of the notes	AND THE RESERVE OF THE PARTY OF	
1.13	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 without preference among themselves 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	French law	
1.15	Listing of the notes/Admission to trading on a regulated market	No	
1.16	Settlement system	Optional *	

^{*} Optional: Information that the issuer may not provide because it is not required by French reulation

1.17	Rating(s) of the programme	Eitah Datinga
1.17	Kating(s) of the programme	Fitch Ratings: https://www.fitchratings.com/entity/skandinaviska-enskilda-banken-ab-publ-80359927
		Moodys Investors Service: https://www.moodys.com/credit-ratings/SEB-credit-rating-681000
		Standard & Poor's Credit Market Services Europe Limited https://sebgroup.com/investor-relations/debt-investors/credit-ratings
		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	None
1.19	Issuing and Paying Agent(s) (IPA) - exhaustive list -	On the date of the present Information Memorandum, the Issuer has appointed BNP Paribas as issuing and paying agent of the Programme.
1.20	Arranger	BNP Paribas
1.21	Placement method	The NEU CP will be either directly placed by the Issuer or subscribed and placed by the dealer(s) (the "Dealers") appointed at any time by the Issuer.
		On the date of the present Information Memorandum, the Issuer has appointed as Dealers:
		BNP PARIBAS; CREDIT AGRICOLE CIB; ING Bank N.V.; and SOCIETE GENERALE.
		The Issuer may subsequently elect to replace any dealer 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 (i) to comply with the laws and regulations in force in France where it will offer or sell the NEU CP or will hold or distribute the Information Memorandum and (ii) to obtain all necessary authorisations and agreements in accordance with the laws and regulations in force in France in which such an offer for sale will be made by it.

SWEDEN

Each Dealer agrees 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 represents and agrees 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 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 U.S Securities Act of 1933 (the "Securities Act"), as amended, or any state securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, United States persons (as defined in Regulation S under the Securities Act, as amended).

Each Dealer or subscriber undertakes not to offer, or sell, or deliver either directly or indirectly through one of its subsidiaries or agents, the NEU CP within the Unites States

or to, or for the account or benefit of U.S. persons (i) at any time during their distribution period or (ii) until the end of the forty (40) days period after the earliest date being either the start of the offer or the date of the issue of the NEU CP. Each Dealer furthermore agrees to send to each operator to whom it sells NEU CP during the aforementioned forty (40) day period a notice describing the restrictions in force applicable to the offer and sale of NEU CP to the United States, to US persons, acting as principal or for its own account.

The NEU CP are only to be offered and sold outside the United States to persons who are not US Persons as defined in the aforementioned Regulation S.

By its purchase of a NEU CP, each purchaser or affiliate or agent of the Dealer shall be deemed to represent that either (a) it is not a U.S. person or (b) it is a qualified institutional buyer or an institutional accredited investor or equivalent as described in Regulation S of the Securities Act, (ii) the NEU CP is being acquired for investment and not with a view to, or for sale in connection with, any public distribution thereof, and (iii) any resale of a NEU CP will be made only to a qualified institutional buyer or an institutional accredited investor or equivalent as described above.

FOREIGN ACCOUNT TAX COMPLIANCE ACT

Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 ("FATCA") impose a new reporting regime and potentially a 30 per cent. withholding tax with respect to certain payments to (i) any non-U.S. financial institution (a "foreign financial institution", or "FFI" (as defined by FATCA)) that does not become a "Participating FFI" by entering into an agreement with the U.S. Internal Revenue Service ("IRS") to provide the IRS with certain information in respect of its account holders and investors or is not otherwise exempt from or in deemed compliance with FATCA and (ii) any investor (unless otherwise exempt from FATCA) that does not provide information sufficient to determine whether the investor is a U.S. person or should otherwise be treated as holding a "United States Account" of the Issuer (a "Recalcitrant Holder"). The Issuer is classified as an FFI.

The new withholding regime is being phased since 1 July 2014 for payments from sources within the United States and will apply to "foreign passthru payments" (a term not yet defined) no earlier than 1 January 2017. This withholding would potentially apply to payments in respect of (i) any NEU CP characterized as debt for U.S. federal tax purposes that are issued after the "grandfathering date", which is the date that is six months after the date on which final U.S. Treasury regulations defining the term foreign passthru payment are filed with the Federal Register, or which are materially modified after the grandfathering date and (ii) any NEU CP characterized as equity or which do not have a fixed term for U.S. federal tax purposes, whenever issued.

The United States and a number of other jurisdictions have announced their intention to negotiate intergovernmental

agreements to facilitate the implementation of FATCA (each, an "IGA"). Pursuant to FATCA and the "Model 1" and "Model 2" IGAs released by the United States, an FFI in an IGA signatory country could be treated as a "Reporting FI" not subject to withholding under FATCA on any payments it receives. Further, an FFI in a Model 1 IGA jurisdiction generally would not be required to withhold under FATCA or an IGA (or any law implementing an IGA) (any such withholding being "FATCA Withholding") from payments it makes (unless it has agreed to do so under the U.S. "qualified intermediary," "withholding foreign partnership," or "withholding foreign trust" regimes). The Model 2 IGA leaves open the possibility that a Reporting FI might in the future be required to withhold as a Participating FFI on foreign passthru payments and payments that it makes to Recalcitrant Holders. Under each Model IGA, a Reporting FI would still be required to report certain information in respect of its account holders and investors to its home government or to the IRS. The United States and Sweden have entered into an intergovernmental agreement (the "U.S.-Sweden IGA") based largely on the Model 1 IGA.

The Issuer will be treated as a Reporting FI pursuant to the U.S.-Sweden IGA and will not be subject to FATCA withholding on payments it receives or required to withhold on payments of non-U.S. source income. The Issuer may though be required to deduct FATCA withholding with respect to certain US source income if any FFI through or to which payment on such NEU CP is made is not a Participating FFI, a Reporting FI, or otherwise exempt from or in deemed compliance with FATCA.

FATCA is particularly complex and its application is uncertain at this time. The above description is based in part on regulations, official guidance and model IGAs, all of which are subject to change or may be implemented in a materially different form. Prospective investors should consult their tax advisers on how these rules may apply to the Issuer and to payments they may receive in connection with the NEU CP.

1.23	Taxation	Optional *
1.24	Involvement of national authorities	Banque de France
1.25	Contact details of the person(s) in charge of the issuing programme	Skandinaviska Enskilda Banken SE-106 40 Stockholm Suède Telephone: 00 46 8 506 23 345 Fax: 00 46 8 611 3717 E-mail: johan.nyberg@seb.se Skandinaviska Enskilda Banken SE-106 40 Stockholm Suède Phone: 00 46 87 63 83 22 Fax: 00 46 8 611 3833 Attention: Kristin Bernhardtson / Olof Hedin E-mail: dcmlegal@seb.se Skandinaviska Enskilda Banken SE-106 40 Stockholm Suède 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	Optional *
1.27	Language of the information memorandum which prevails	English

^{*} Optional: Information that the issuer may not provide because it is not required by French reulation

	2. DESCRIPTION OF THE ISSUER		
Article D. 213-9, 2° of the French monetary and financial code and Article 7, 3° of the Order of 30			
2.1	6 and subsequent amendments Legal name	Skandinaviska Enskilda Banken AB (publ)	
2.2	Legal form/status, governing law of	The Issuer is a limited liability public company (publ),	
Aa 1 Aa	the issuer and competent courts	SKANDINAVISKA ENSKILDA BANKEN AB (publ)	
	,,	has obtained its current banking licence from the	
		King – in – Council on 17 December 1971.	
		The governing law applicable to the Issuer is the	
		Swedish Law. Relevant Swedish Courts are	
		competent courts.	
		The Issuer is supervised by the Swedish Financial	
		Supervisory Authority	
2.3	Date of incorporation	17/12/1971	
2.4	Registered office or equivalent (legal address) and main	Company name:	
	administrative office	SKANDINAVISKA ENSKILDA BANKEN AB (PUBL)	
		Head office	
		SE-106 40 Stockholm,	
		Sweden	
		Visiting Address:	
		Kungsträdgårdsgatan 8	
		SE - 106 40 Stockholm	
		Sweden	
		The documentation from the Banque de France	
		should be sent to the following address:	
		Skandinaviska Enskilda Banken AB (publ)	
		Att. Kristin Bernhardtson / Olof Hedin	
		SE-106 40 Stockholm	
		Sweden	
2.5	Registration number, place of registration	The Issuer is registered by the Register of companies (Bolagsverket), under corporate registration number No 502032-9081.	
		The Issuer's LEI F3JS33DEI6XQ4ZBPTN86.	

2.6	Issuer's mission summary	(extract of section 3 from to of the Issuer)	the Articles	of Association
		The Bank's operations shiftnancial activities, as referred to in Chapter 7, Section 1, of the Financing Business A operations include provising general payments system which following a period of creditor within no more that The Bank may carry on activities:	well as the Chapter I, 3 he Swedish oct (2004:2 on of paymer and recondice are an 30 days.	ereto related Section 3 and Banking and 297). These at services via eipt of funds vailable to the
		Borrow funds, for examp from the general public of comparable debt instrume 1. grant and broker loan of consumer credits charges over real pro 2. participate in finant acquiring claims and 3. Negotiate payments, 4. Provide means of pay 5. Issue guarantees obligations, 6. Participate in issuand 7. Provide financial advi 8. Hold securities in safe 9. Conduct letters of credits 10. Provide bank safety of the conduct information	or issuing boonts, is, for example, and loans operty or claincing, for leasing proportions yment, and ass one of securition ice, ekeeping, edit operation deposit servirading,	onds or other ole in the form s secured by ms, example by perty, ume similar es, ns, ices,
2.7	Brief description of current activities	Note: pages mentioned in the annual reports 2018 being available for consistent featured in page 14.	and 2019.	Such reports
		1 1 10	2018	2019
		Lending/Deposits to the public	p.152-153	p.154-155
		Cash Management Loans / Deposits to / from corporates	p.152-153	p.154-155
		Financial Markets Transactions (derivative instruments)	p.122-123	p.125-126
		Provision of banking and financial services (fees, commissions)	p.98-101	p.98-101
		Geographical information	p.97.	p.97.
2.8	Capital	See 2.8.1	1	
2.8.1	Amount of capital subscribed	The authorised and fully p	aid canital i	o CEV 21 042

		2019) divided into 2,170,0° and 24,152,508 ordinary cla	
2.8.2	Amount of capital subscribed and not fully paid	Not applicable to Swedish credit institutions	
2.9	List of main shareholders	List of principal shareholded percent of the share can Enskilda Banken AB (publ):	pital of Skandinaviska
		Investor AB (listed on Exchange): 20.8% of cap capital, Trygg Foundation: 5	oital, Alecta: 6.50% of
2.10	Regulated markets on which the shares or debt securities of the issuer are listed	Since January 1972 the s Enskilda Banken AB (publ) Stockholm Stock Exchange	have been listed on the
2.11	Composition of governing bodies and supervisory bodies	The Issuer is managed by a members of which are ap General Meeting:	Board of Directors, the
		The members of the Board	of Directors are:
		Marcus WALLENBERG	Chairman
		Anne BERNER	Director
		Samir BRIKHO	Director
		Winnie FOK	Director
		Signhild ARNEGÅRD HANSEN	Director
		Sven NYMAN	Director
		Lars OTTERSGÂRD	Director
		Jesper OVESEN	Director
		Helena SAXON	Director
		Johan TORGEBY	Director President and Group Chief Executive
		Anna-Karin GLIMSTRÖM	Director appointed by the employees
		Charlotta LINDHOLM	Director appointed by the employees
		Annika DAHLBERG	Deputy Director appointed by the employees
		Magnus OLSSON	Deputy Director appointed by the employees
2.12	Accounting method for consolidated accounts (or	Since January 1st 2005, the its consolidated financial sta	Issuer has established

	failing that, for the annual accounts)	with International Financial Reporting Standards rules.	
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	29/06/20	
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.A.15.1 Auditors	Ernst & Young AB Jakobsbergsgatan 24 SE-111 44 Stockholm Sweden	
		PricewaterhouseCoopers AB was appointed in 2008 by the Annual General Meeting for a four-year period and 2012, 2013, 2014, 2015, 2016, 2017 and 2018 for an additional one-year period. Ernst & Young AB was appointed in 2019 by the Annual General Meeting for a one-year period.	
		The non-consolidated and the consolidated accounts for 2019 have been audited by Ernst & Young AB, Chartered Accountants and Registered Auditors without qualifications.	
		The auditors report for 2019 may be found on pages 174-177 of the 2019 annual report and for 2018 may be found on pages 183-186 of the 2018 annual report.	
2.16	Other equivalent programmes of the issuer	A Global Commercial Paper Programme in US Dollars. Maximum Outstanding amount: USD 25 000 000 000 which outstanding amount is USD 11.0 billion on 31st December 2019.	
		A SEK Commercial Paper Programme with an unlimited aggregate principal amount which outstanding amount is the equivalent of USD 50.0 million on 31st December 2019.	
2.17	Rating of the issuer	Rated	
		The issuer is rated by the following Rating Agencies: Standard & Poor's Ratings Services, Moody's Investors Service, Inc, Fitch Ratings Ltd.	
2.18	Additional information on the issuer	Optional *	

^{*} Optional : Information that the issuer may not provide because it is not required by French regulation

	CERTIFICATION OF INFORMATION FOR THE ISSUER		
Article	D. 213-9, 4 of the French monetary and f	inancial code and subsequent amendments	
3.1	Person(s) responsible for the information memorandum concerning the programme of NEU CP	Masih Yazdi Chief Financial Officer Peder Hagberg Head of Group Treasury	
3.2	Declaration of the person(s) responsible for the information memorandum concerning the programme of NEU CP	To the best of my knowledge, the information provided by the issuer in the financial documentation is accurate, precise and does not contain any omissions likely to affect its scope or any false or misleading information	
3.3	Date, place of signature, signature	Stockholm 30/06/20	
		Peder Hagberg Masih Yazdi	

APPENDICES		
Appendice I	Rating(s) of the programme	Fitch Ratings: https://www.fitchratings.com/entity/skandinaviska -enskilda-banken-ab-publ-80359927
		Moodys Investors Service: https://www.moodys.com/credit-ratings/SEB-credit-rating-681000
		Standard & Poor's Credit Market Services Europe Limited https://sebgroup.com/investor-relations/debt- investors/credit-ratings
Appendice II	Documents available to the shareholders annual general meeting or the equivalent body. ¹	Annual report 2018 https://sebgroup.com/siteassets/investor_relations1/annual_reports/annual_report_2018.pdf Annual report 2019 https://sebgroup.com/siteassets/investor_relations1/annual_reports/annual_report_2019.pdf
Appendice III	Amendment, if appropriate, under electronic and paper form (signed)	None

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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.