



Komplett Bank ASA 20/PERP FRN C HYBRID

Terms:

Documentation:

The Loan Agreement ¹⁾ is described more closely in Standard Terms

Before investing in the bond, the investor is encouraged to become familiar with relevant documents such as this term sheet, the Loan Agreement and the Issuer's financial accounts and articles of association and if relevant, listing document, cf ABM-rules section 2.7.2.3. The documents are available from the Issuer and in Relevant Places. In the case of any discrepancies between the Loan Agreement and this term sheet, the Loan Agreement will apply.

Relevant Places:

www.komplettbank.no

Issuer/Borrower:

Komplett Bank ASA

Borrowing Limit – Tap Issue:

N.A.

First Tranche / Loan Amount: ²⁾

NOK 200 million

Disbursement Date: ³⁾

26 June 2020

Maturity Date: ⁴⁾

Perpetual

NIBOR: ⁵⁾

3 months NIBOR

Margin:

8.00 per cent p.a.

Interest Rate: ⁶⁾

NIBOR + Margin (NIBOR floor of 0 %)

Day Count Fraction– Interest Rate:

Act/360

Interest Payment Date: ^{7) 9)}

26 March, 26 June, 26 September, 26 December each year

Business Day Convention: ⁸⁾

Modified following business day

Interest accrual date (from and including):

26 June 2020

Final interest payment date (to):

Perpetual

days first term:

94 days

Status of the Loan ¹⁰⁾

Unsecured and subordinated

Issue Price: ¹¹⁾

100.00 %

Denomination:

NOK 100,000

Call: ¹²⁾

Redemption Date(s):	First call date on 26 June 2025 and on each Interest Payment Date thereafter. Ref. Clause 4.6.3 in Loan Agreement for more information (incl. information about Regulatory or tax-related Call)	Price:	100.00 %
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Issuer's org. number/LEI-code:

998 997 801 / 5967007LIEEXZXF0PK63

Number / Codes:

Sector Code:	3200	Geographic code:	0219	Industry (trade) Code:	64190
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Usage of funds:

The purpose of the issue is to have the bonds to qualify as Additional Tier 1 capital when measuring the Issuer's Capital Adequacy under the Capital Requirements laws

Approvals / Permissions:

- The issuance is approved by the board of directors on 12 June 2020
- The listing document has been inspected by Oslo Børs, cf ABM-rules sec 2.7

Trustee / Bondholders' Representative:	Nordic Trustee ASA, Postboks 1470 Vika, NO-0116 Oslo, Norway
Arranger(s):	Pareto Securities and ABG Sundal Collier
Paying Agent:	Nordea Bank Abp, Norwegian branch
Securities Depository:	Verdipapirsentralen ASA (VPS)
Market making:	No market-maker agreement has been made for this Bond Issue
MiFiD II target market of end clients:	Manufacturer target market (MIFID II product governance) is eligible counterparties and professional clients (all distribution channels). No PRIIPs key information document (KID) has been prepared
Withholding tax:¹³⁾	No gross up
Special (distinct) conditions:	<p>3.3 Amendment to the Bond Terms (from Loan Agreement)</p> <p>If Capital Requirement laws results in the Bonds no longer satisfying the requirements for Additional Tier 1 capital, the Bond Trustee shall upon request from the Issuer and approval from the Norwegian FSA, be entitled (but not required) to make such changes to these Bond Terms as may be required and approved by the Norwegian FSA for the Bonds to qualify as Additional Tier 1 capital.</p> <p>4.6.3. d) Regulatory call (from Loan Agreement)</p> <p>If any amendment, clarification, interpretation of or change in the official position with respect to the Capital Requirement laws should affect to what extent the Bonds may count as Additional Tier 1 capital, and such change was not reasonably foreseeable at the Issue Date, the Issuer is entitled to redeem all, and not some only, of the Outstanding Bonds at the Redemption Price.</p> <p>5. No events of default (from Loan Agreement)</p> <p>It follows from the status of the Bonds as Additional Tier 1 capital, cf. Clause 3.2, that repayment of the Bonds may only be demanded in connection with a liquidation of the Issuer.</p>

Supplementary information about the status of the loan and collateral:¹⁰⁾

3.2 Status of the Bonds (from Loan Agreement)

3.2.1 Following from the Bond's status as Tier 1 capital in the form of Additional Tier 1 capital (ref. the CRR Article 52) the Bonds may not be redeemed or be required to be redeemed by the Bondholders. Furthermore, the Bonds may not be redeemed by the Issuer without the consent of the Norwegian FSA. In connection with any liquidation of the Issuer, the Bonds shall rank junior to all other indebtedness of the Issuer, provided that the Bonds plus accrued interest, unless otherwise is agreed or is required by laws or regulations, shall have a priority equal to other Additional Tier 1 capital and shall rank ahead of the Issuer's Common Equity Tier 1 capital.

3.2.2 The Issuer may elect not to pay the Interest Rate. Unpaid Interest Rate shall not accumulate or be replaced by other forms of payment.

3.2.3 The Norwegian FSA may require the Issuer to terminate payment of Interest Rate on the Bonds.

3.2.4 The Interest Rate may only be paid within the amounts which under the Capital Requirement laws from time to time is permitted for such payments. The non-payment or reduced payment of the Interest Rate does not constitute a default of these Bond Terms and any claim for accrued and unpaid Interest Rate is cancelled with final effect.

3.2.5 Upon the occurrence of a Trigger Event (Any time that the Common Equity Tier 1 Capital ratio of the Issuer is below 5.125 per cent), the Bonds plus accrued interest may be written down in accordance with the Capital Requirement laws.

A partial write down is implemented by firstly writing down any accrued interest on the Bonds and secondly by a write-down of the Bonds by a pro rata draw of Bonds among the Bondholders, or by a reduction of the Redemption Price or in another manner which achieves the intended financial result.

After the Bonds have been written down, the Issuer may conduct a write-up of the Bonds by adding a portion of accumulated profits. Any interest rate shall be calculated from the amount as it is after the write-down.

Total write-up and interest shall not exceed the annual profit after taxes multiplied by Additional Tier 1 capital's share of the total Tier 1 capital. The annual profit after taxes shall be the lowest of the profit at company level and the profit at consolidated level calculated for the Issuer and the group where the Issuer is a Participating Company. The share shall be calculated as Additional Tier 1 capital which has been subject to writedowns (as it was before write-down) divided by total Tier 1 capital at the calculation date.

Total write-up and interest on Additional Tier 1 capital, together with other disposals, must be within the maximum amount for disposals according to section 10 of the CRR/CRD IV Regulation.

The Bonds may be written down with final effect or converted to Common Equity Tier 1

capital if the Norwegian FSA as resolution authority, and the Norwegian Ministry of Finance has resolved to write-down or convert the Bonds under the Norwegian legislation implementing BRRD (e.g. in accordance with section 20-14 of the Financial Institutions Act), including material deficiency in the Issuer's solidity and in which situation the competent authority considers the write-down or conversion as necessary in order to avoid an institution from failing.

3.2.6 The Bond Trustee may in connection with a write-down or conversion split the Nominal Amount.

Standard Terms: *If any discrepancy should occur between this Loan Description and the Loan Agreement, then the Loan Agreement will apply.*

Loan Agreement: ¹⁾	The Loan Agreement will be entered into between the Issuer and the Trustee prior to Disbursement Date. The Loan Agreement regulates the Bondholder's rights and obligations in relations with the Issue. The Trustee enters into this agreement on behalf of the Bondholders and is granted authority to act on behalf of the Bondholders to the extent provided for in the Loan Agreement. When bonds are subscribed/purchased, the Bondholder has accepted the Loan Agreement and is bound by the terms of the Loan Agreement. If subscription is made prior to finalisation of the Loan Agreement, the subscriber is deemed to have granted authority to the Trustee to finalise the Loan Agreement. For tap issues, the Loan Agreement will apply for later issues made within the Borrowing Limit. The parties' rights and obligations are also valid for subsequent issued bonds within the Borrowing Limit.
Open / Close: ³⁾⁴⁾	Tap Issues will be opened on Disbursement Date and closed no later than five banking days before Maturity Date.
Disbursement Date: ³⁾	Payment of the First Tranche / Loan Amount takes place on the banking date ahead of the Disbursement Date as agreed with the Manager(s). In case of late payment, the applicable default interest rate according to "lov 17. desember 1976 nr 100 om renter ved forsinket betaling m.m." will accrue.
Expansions – Tap Issues: ²⁾	For Tap Issues the Issuer can increase the loan above the First Tranche/Loan Amount. For taps not falling on Interest Payment Dates, Accrued Interest will be calculated using standard market practice in the secondary bond market. The Issuer may apply for an increase of the Borrowing Limit.
Issue price – Tap Issues: ¹¹⁾	Any taps under the Tap Issue will be made at market prices.
Interest Determination Date: ⁷⁾	2 Business Days prior to Date of Interest Payment Date
Interest Determination: ⁶⁾⁷⁾	The regulation of the Interest Rate is effective from each Interest Payment Date. The new interest rate is determined on Interest Determination Date based on NIBOR with additional margin. If the Interest Rate becomes negative, the Interest Rate is set to zero. The new interest rate and the next interest term/period will be notified the Bondholders in writing through the Securities Depository. The Trustee and Nordic ABM shall also be notified immediately.
NIBOR – definition: ⁵⁾	(Norwegian Interbank Offered Rate) Interest rate fixed for a defined period as distributed by Global Rate Set Systems (GRSS) at approximately 12.00 Oslo time on Interest Determination Date. In the event that this rate is not available, either a linear interpolation between the two closest interest rate periods using the same number of decimals, or another available interest rate for deposits for similar currency and period. If none of the above is available, the interest rate will be defined by the Bond Trustee in consultation with the issuer. In this latter case the rate will be set to the rate that is generally accepted by market participants as replacement for NIBOR or a rate that reflects the interest rate offered in the deposit market in NOK for the relevant Interest Period. NIBOR is calculated to two Business Days prior to every Interest Payment Date, rounded to the nearest hundredth of a percentage point, for the Interest Period stated. NIBOR applies with effect from each Interest Payment Date to the next Interest Payment Date. If NA is specified, Reference Rate does not apply.
Interest Period: ⁹⁾⁷⁾	The interest is due in arrears on the Interest Payment Date. The first interest period matures on the first Interest Payment Date after the Disbursement Date. The next period runs from this date until the next Interest Payment Date. The last period of interest ends on Maturity Date.
Accrued interest:	Accrued Interest for trades in the secondary bond market are calculated on the basis of current recommendations of Norsk Finansanalytikeres Forening (The Norwegian Society of Financial Analysts).
Standard Business Day Convention: ⁸⁾	Modified Following: If the Interest Payment Date is not a banking day, the Interest Payment Date shall be postponed to the next banking day. However, if this day falls in the following calendar month, the Interest Payment Date is moved to the first banking day preceding the original date.
Condition – Issuer's call option: ¹³⁾	Exercise of Call shall be notified by the Issuer to the Bondholders and the Bond Trustee at least ten Business Days prior to the relevant Call Date. Partial exercise of Call shall be carried out pro rata between the Bonds (according to the procedures in the Securities Register).
Registration:	The loan must prior to disbursement be registered in the Securities Depository. The bonds are being registered on each Bondholders account or nominee account in the Securities Depository.

Issuer's acquisition of bonds:	The Issuer has the right to acquire Bonds and to retain, sell or discharge such Bonds in the Securities Depository. Subordinated bonds may not be purchased, sold or discharged by the Issuer without the consent of Finanstilsynet, provided that such consent is required.
Amortisation: ⁴⁾	The bonds will run without instalments and be repaid in full on Maturity Date at par, provided the Issuer has not called the bonds.
Redemption:	Matured interest and matured principal will be credited each Bondholder directly from the Securities Registry. Claims for interest and principal shall be limited in time pursuant the Norwegian Act relating to the Limitation Period Claims of May 18 1979 no 18, p.t. 3 years for interest rates and 10 years for principal.
Sale:	Tranche 1/ Loan Amount has been sold by the Arranger(s). Later taps can also be made by other authorized investment firms.
Legislation:	Disputes arising from or in connection with the Loan Agreement, which are not resolved amicably, shall be resolved in accordance with Norwegian law and the Norwegian courts. Legal suits shall be served at the Trustee's competent legal venue.
Fees and expenses:	Any public fees payable in connection with the Bond Agreement and fulfilling of the obligations pursuant to the Bond Agreement shall be covered by the Issuer. The Issuer is not responsible for reimbursing any public fees levied on the trading of Bonds.
Withholding tax: ¹³⁾	The issuer is responsible for withholding any withholding tax imposed by applicable law on any payments to be made by it in relation to the bonds. In case of Gross up, the issuer shall be liable to gross up any payments in relation to the bonds by virtue of withholding tax, public levy or similar taxes. In case of No gross up, the issuer shall not be liable to gross up any payments in relation to the bonds by virtue of withholding tax, public levy or similar taxes.



Oslo, 21 August 2020

