



**NESTE CORPORATION**

*(public limited liability company incorporated in Finland)*

**€2,500,000,000**

**Euro Medium Term Note Programme**

Under this €2,500,000,000 Euro Medium Term Note Programme (the **Programme**), Neste Corporation (the **Issuer**) may from time to time issue notes (the **Notes**) denominated in any currency agreed between the Issuer and the relevant Dealer(s) (as defined below).

Notes may be issued in bearer or registered form (respectively **Bearer Notes** and **Registered Notes**). The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme will not exceed €2,500,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement (as defined under "*Subscription and Sale*")), subject to increase as described herein.

The Notes may be issued on a continuing basis to one or more of the Dealers specified under "*Overview of the Programme*" and any additional Dealer appointed under the Programme from time to time by the Issuer (each a **Dealer** and together the **Dealers**), which appointment may be for a specific issue or on an ongoing basis. References in this Base Prospectus to the **relevant Dealer** shall, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe such Notes.

**An investment in Notes issued under the Programme involves certain risks. For a discussion of these risks see "*Risk Factors*".**

This Base Prospectus has been approved as a base prospectus by the Central Bank of Ireland, as competent authority under Regulation (EU) 2017/1129 (the **Prospectus Regulation**). The Central Bank of Ireland only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Approval by the Central Bank of Ireland should not be considered as an endorsement of the Issuer or of the quality of the Notes. Investors should make their own assessment as to the suitability of investing in the Notes. Such approval relates only to Notes that are to be admitted to trading on the regulated market (the **Euronext Dublin Regulated Market**) of the Irish Stock Exchange plc trading as Euronext Dublin (**Euronext Dublin**) or on another regulated market for the purposes of Directive 2014/65/EU (as amended, **MiFID II**) in circumstances that require the publication of a prospectus.

Application has been made to Euronext Dublin for Notes issued under the Programme during the period of 12 months from the date of this Base Prospectus to be admitted to its official list (the **Official List**) and trading on the Euronext Dublin Regulated Market. References in this Base Prospectus to the Notes being **listed** (and all related references) shall mean that, unless otherwise specified in the applicable Final Terms, the Notes have been admitted to the Official List and trading on the Euronext Dublin Regulated Market.

**This Base Prospectus (as supplemented as at the relevant time, if applicable) is valid for 12 months from its date in relation to Notes which are to be admitted to trading on a regulated market in the European Economic Area (the EEA). The obligation to supplement this Base Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Base Prospectus is no longer valid.**

Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and certain other information which is applicable to each Tranche (as defined under "*Terms and Conditions of the Notes*") of Notes will be set out in a final terms document (the **Final Terms**) which will be delivered to the Central Bank of Ireland and, where listed, Euronext Dublin. Copies of Final Terms in relation to Notes to be listed on Euronext Dublin will also be published on the website of Euronext Dublin.

The Programme also permits Notes to 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 to be admitted to listing, trading and/or quotation by such other or further stock exchanges and/or quotation systems as may be agreed between the Issuer and the relevant Dealer(s).

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the **Securities Act**) or any U.S. State securities laws and may not be offered or sold in the United States or to, or for the account or the benefit

of, U.S. persons as defined in Regulation S under the Securities Act (**Regulation S**) unless an exemption from the registration requirements of the Securities Act is available and in accordance with all applicable securities laws of any state of the United States and any other jurisdiction.

The Issuer has been rated A3 by Moody's Deutschland GmbH (**Moody's**). The Programme has been rated A3 by Moody's. Moody's is established in the EEA and is registered in accordance with Regulation (EC) No. 1060/2009 (as amended) (the **EU CRA Regulation**). As such Moody's is included in the list of credit rating agencies published by the European Securities and Markets Authority (**ESMA**) on its website (at <https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation>) in accordance with the EU CRA Regulation. Moody's is not established in the United Kingdom (the **UK**) but ratings issued by Moody's will be endorsed by Moody's Investors Service Limited, which is established in the UK and registered in accordance with Regulation (EC) No. 1060/2009 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (**EUWA**) (the **UK CRA Regulation**).

Notes issued under the Programme may be rated or unrated by the rating agency referred to above. Where a Tranche of Notes is rated, such rating will be disclosed in the Final Terms and will not necessarily be the same as the rating assigned to the Programme by Moody's. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Amounts payable on Floating Rate Notes will be calculated by reference to one of the Euro Interbank Offered Rate (**EURIBOR**), the Secured Overnight Financing Rate (**SOFR**) or the Stockholm Interbank Offered Rate (**STIBOR**) as specified in the applicable Final Terms. As at the date of this Base Prospectus, the European Money Markets Institute (as the administrator of EURIBOR) and the Swedish Financial Benchmark Facility AB (as the administrator of STIBOR) are each included in ESMA's register of administrators under Article 36 of Regulation (EU) No. 2016/1011 (the **EU Benchmarks Regulation**). As at the date of this Base Prospectus, the Federal Reserve Bank of New York (as the administrator of SOFR) is not included in ESMA's register of administrators under the EU Benchmarks Regulation. As far as the Issuer is aware SOFR does not fall within the scope of the EU Benchmarks Regulation.

**Arranger**

**CITIGROUP**

**Dealers**

**BNP PARIBAS**  
**DANSKE BANK**

**CITIGROUP**  
**ING**

**NORDEA**

**The date of this Base Prospectus is 12 September 2024.**

## IMPORTANT INFORMATION

This Base Prospectus comprises a base prospectus in respect of all Notes issued under the Programme for the purposes of Article 8 of the Prospectus Regulation. When used in this Base Prospectus, Prospectus Regulation means Regulation (EU) 2017/1129.

The Issuer accepts responsibility for the information contained in this Base Prospectus and the Final Terms for each Tranche of Notes issued under the Programme. To the best of the knowledge of the Issuer (having taken all reasonable care to ensure that such is the case) the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

This Base Prospectus is to be read in conjunction with all documents which are deemed to be incorporated in it by reference (see "*Documents Incorporated by Reference*"). This Base Prospectus shall be read and construed on the basis that those documents are incorporated in and form part of this Base Prospectus.

Other than in relation to the documents which are deemed to be incorporated by reference (see "*Documents Incorporated by Reference*"), the information on the websites to which this Base Prospectus refers does not form part of this Base Prospectus and has not been scrutinised or approved by the Central Bank of Ireland.

The Dealers have not independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Dealers as to the accuracy or completeness of the information contained or incorporated in this Base Prospectus or any other information provided by the Issuer in connection with the Programme. No Dealer accepts any liability in relation to the information contained or incorporated by reference in this Base Prospectus or any other information provided by the Issuer in connection with the Programme.

No person is or has been authorised by the Issuer to give any information or to make any representation not contained in or not consistent with this Base Prospectus and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any of the Dealers.

Neither this Base Prospectus nor any other information supplied in connection with the Programme or any Notes (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation by the Issuer or any of the Dealers that any recipient of this Base Prospectus or any other information supplied in connection with the Programme or any Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. Neither this Base Prospectus nor any other information supplied in connection with the Programme or the issue of any Notes constitutes an offer or invitation by or on behalf of the Issuer or any of the Dealers to any person to subscribe for or to purchase any Notes.

Neither the delivery of this Base Prospectus nor the offering, sale or delivery of any Notes shall in any circumstances imply that the information contained in it concerning the Issuer is correct at any time subsequent to its date or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Programme or to advise any investor in Notes issued under the Programme of any information coming to their attention.

**IMPORTANT – EEA RETAIL INVESTORS** – If the Final Terms in respect of any Notes includes a legend entitled "Prohibition of sales to EEA Retail Investors", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

**IMPORTANT – UK RETAIL INVESTORS** – If the Final Terms in respect of any Notes includes a legend entitled "Prohibition of sales to UK Retail Investors", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the UK. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (**FSMA**) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or

(iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the **UK PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

**MiFID II product governance / target market** – The Final Terms in respect of any Notes may include a legend entitled "MiFID II product governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the **MiFID Product Governance Rules**), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

**UK MiFIR product governance / target market** – The Final Terms in respect of any Notes may include a legend entitled "UK MiFIR product governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any distributor should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

**Product Classification Pursuant to Section 309B of the Securities and Futures Act 2001 of Singapore** – The applicable Final Terms in respect of any Notes may include a legend entitled "Singapore Securities and Futures Act Product Classification" which will state the product classification of the Notes pursuant to section 309B(1) of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the **SFA**). The Issuer will make a determination in relation to each issue about the classification of the Notes being offered for the purposes of section 309B(1)(a) of the SFA. Any such legend included on the applicable Final Terms will constitute notice to "relevant persons" (as defined in section 309A(1) of the SFA) for purposes of section 309B(1)(c) of the SFA.

## **IMPORTANT INFORMATION RELATING TO THE USE OF THIS BASE PROSPECTUS AND OFFERS OF NOTES GENERALLY**

This Base Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Base Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuer and the Dealers do not represent that this Base Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer or the Dealers which is intended to permit a public offering of any Notes or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Base Prospectus and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Notes in the United States, the EEA (including Belgium), the UK, Singapore, Switzerland and Japan, see "*Subscription and Sale*".

**Notes issued as Green Bonds** – None of the Arranger, Dealers nor any of their respective affiliates accepts any responsibility for any environmental or sustainability assessment of any Notes issued as Green Bonds (**Green Bonds**) or makes any representation or warranty or assurance whether such Notes will meet any investor expectations or requirements regarding such "green", "sustainable", "social" or similar labels. None of the Arranger, Dealers nor any of their respective affiliates is responsible for the use of proceeds for any Notes issued as Green Bonds, nor the impact or monitoring of such use of proceeds. S&P Global Ratings has issued an independent opinion on the Issuer's green finance framework (as amended, supplemented or replaced from time to time, the **Framework**) (the **Second Party Opinion**). The Second Party Opinion provides an opinion on certain environmental and related considerations and is not intended to address any credit,

market or other aspects of an investment in any Notes, including without limitation market price, marketability, investor preference or suitability of any security. The Second Party Opinion is a statement of opinion, not a statement of fact. No representation or assurance is given by the Arranger, Dealers nor any of their respective affiliates as to the suitability or reliability of the Second Party Opinion or any opinion or certification of any third party made available in connection with an issue of Notes issued as Green Bonds. As at the date of this Base Prospectus, the providers of such opinions and certifications are not subject to any specific regulatory or other regime or oversight. The Second Party Opinion and any other such opinion or certification is not, nor should be deemed to be, a recommendation by the Issuer, the Arranger nor any Dealer to buy, sell or hold any such Notes and is current only as of the date it is issued. The criteria and/or considerations that formed the basis of the Second Party Opinion or any such other opinion or certification may change at any time and the Second Party Opinion may be amended, updated, supplemented, replaced and/or withdrawn. Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein. The Framework may also be subject to review and change and may be amended, updated, supplemented, replaced and/or withdrawn from time to time and any subsequent version(s) may differ from any description given in this Base Prospectus. None of the Issuer's Framework, the Second Party Opinion nor any other such opinion or certification forms part of, nor is incorporated by reference in, this Base Prospectus. In the event any such Notes are, or are intended to be, listed, or admitted to trading on a dedicated "green", "sustainable", "social" or other equivalently labelled segment of a stock exchange or securities market, no representation or assurance is given by the Issuer, the Arranger nor any of the Dealers that such listing or admission will be obtained or maintained for the lifetime of the Notes.

## PRESENTATION OF FINANCIAL AND OTHER INFORMATION

### Presentation of Financial Information

Unless otherwise indicated, the financial information in this Base Prospectus relating to the Issuer has been derived from (i) the audited consolidated financial statements of the Issuer as at and for the years ended 31 December 2023 and 31 December 2023 (the **Audited Consolidated Financial Statements**) and (ii) the unaudited consolidated interim financial statements of the Issuer in respect of the six-month period ended 30 June 2024 (the **Interim Financial Statements**, and together with the Audited Consolidated Financial Statements, the **Financial Statements**), which are incorporated by reference into this Base Prospectus (see "*Documents Incorporated by Reference*").

The Issuer's financial year ends on 31 December and references in this Base Prospectus to any specific year are to the 12-month period ended on 31 December of such year. The Audited Consolidated Financial Statements have been prepared in accordance with International Financial Reporting Standards as adopted by the EU (**IFRS**) issued by the International Accounting Standards Board (**IASB**).

Certain terms used in this Base Prospectus and financial measures presented in the documents incorporated by reference are not recognised financial measures under IFRS (**Alternative Performance Measures** or **APMs**) and may therefore not be considered as an alternative to the financial measures defined in the accounting standards in accordance with generally accepted accounting principles. The Issuer presents APMs because it believes that these and similar measures are used by certain investors, securities analysts and other interested parties as supplemental measures of performance and liquidity. The APMs may differ from company to company and therefore may not be comparable to other similarly titled measures of other companies. The APMs may also have limitations as analytical tools and should not be considered in isolation or as a substitute for analysis of the Group's operating results as reported under IFRS. For definitions and further explanations of Alternative Performance Measures, see "*Alternative Performance Measures and other Key Performance Indicators*", below.

### Certain Defined Terms and Conventions

Capitalised terms which are used but not defined in any particular section of this Base Prospectus will have the meaning attributed to them in "*Terms and Conditions of the Notes*" or any other section of this Base Prospectus. In addition, the following terms as used in this Base Prospectus have the meanings defined below:

References to **EUR**, **euro** and **€** refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the functioning of the European Union, as amended.

References to a **billion** are to a thousand million.

Certain figures and percentages included in this Base Prospectus have been subject to rounding adjustments; accordingly, figures shown in the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

References to the **Group** are to the Issuer and its consolidated subsidiaries.

In this Base Prospectus, unless the contrary intention appears, a reference to a law or a provision of a law is a reference to that law or provision as extended, amended or re-enacted.

## **SUITABILITY OF INVESTMENT**

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor may wish to consider, either on its own or with the help of its financial and other professional advisers, whether it:

- (i) has sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;
- (ii) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understands thoroughly the terms of the Notes and is familiar with the behaviour of financial markets; and
- (v) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Legal investment considerations may restrict certain investments. The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Notes are legal investments for it, (2) Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

## **STABILISATION**

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in the applicable Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.

## **FORWARD-LOOKING STATEMENTS**

Certain statements included in this Base Prospectus may constitute "forward-looking statements". Forward-looking statements are all statements in this Base Prospectus that do not relate to historical facts and events, and include statements concerning the Issuer's plans, objectives, goals, strategies and future operations and performance and the assumptions underlying these forward-looking statements. The Issuer uses the words "may", "will", "could", "believes", "assumes", "intends", "estimates", "expects", "plans", "seeks", "approximately", "aims", "projects", "anticipates" or similar expressions, or the negative thereof, to generally identify forward looking statements.

Forward-looking statements may be set forth in a number of places in this Base Prospectus, including (without limitation) in the sections "Risk Factors" and "Information about Neste". The Issuer has based these forward-looking statements on the current view with respect to future events and financial performance. These views involve uncertainties and are subject to certain risks, the occurrence of which could cause actual results to differ materially from those predicted in the forward-looking statements contained in this Base Prospectus and from past results, performance or achievements. Although the Issuer believes that the estimates and the projections reflected in its forward-looking statements are reasonable, if one or more of the risks or uncertainties materialise or occur, including those which the Issuer has identified in this Base Prospectus, or if any of the Issuer's underlying assumptions prove to be incomplete or incorrect, the Issuer's actual results of operations may vary from those expected, estimated or projected.

These forward-looking statements are made only as at the date of this Base Prospectus. Except to the extent required by law, the Issuer is not obliged to, and does not intend to, update or revise any forward-looking statements made in this Base Prospectus whether as a result of new information, future events or otherwise. All subsequent written or oral forward-looking statements attributable to the Issuer, or persons acting on the Issuer's behalf, are expressly qualified in their entirety by the cautionary statements contained throughout this Base Prospectus. As a result of these risks, uncertainties and assumptions, a prospective purchaser of the Notes should not place undue reliance on these forward-looking statements.

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## OVERVIEW OF THE PROGRAMME

*The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms. The Issuer and any relevant Dealer(s) may agree that Notes shall be issued in a form other than that contemplated in the Terms and Conditions, in which event, and if appropriate, a new Base Prospectus or a supplement to the Base Prospectus, will be published.*

This Overview constitutes a general description of the Programme for the purposes of Article 25(1) of Commission Delegated Regulation (EU) No 2019/980.

Words and expressions defined in "*Form of the Notes*" and "*Terms and Conditions of the Notes*" shall have the same meanings in this Overview.

Issuer:	Neste Corporation
Legal Entity Identifier (LEI):	5493009GY1X8GQ66AM14
Risk Factors:	There are certain factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme and risks relating to the structure of a particular Series of Notes issued under the Programme. These are set out under " <i>Risk Factors</i> ".
Description:	Euro Medium Term Note Programme
Arranger:	Citigroup Global Markets Limited
Dealers:	BNP Paribas Citigroup Global Markets Limited Danske Bank A/S ING Bank N.V. Nordea Bank Abp  and any other Dealers appointed in accordance with the Programme Agreement.
Certain Restrictions:	Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see " <i>Subscription and Sale</i> "), including the following restrictions applicable at the date of this Base Prospectus:  <b>Notes having a maturity of less than one year</b>  Notes having a maturity of less than one year will, if the proceeds of the issue are accepted in the UK, constitute deposits for the purposes of the prohibition on accepting deposits contained in section 19 of the Financial Services and Markets Act 2000 ( <b>FSMA</b> ) unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent, see " <i>Subscription and Sale</i> ".
Issuing and Principal Paying Agent:	Citibank, N.A., London Branch.
Registrar:	Citibank Europe Plc
Programme Size:	Up to €2,500,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement) outstanding at any time. The Issuer may increase the amount of the Programme in accordance with the terms of the Programme Agreement.
Distribution:	Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.
Currencies:	Subject to any applicable legal or regulatory restrictions, Notes may be denominated in any currency agreed between the Issuer and the relevant Dealer.

Maturities:	The Notes will have such maturities as may be agreed between the Issuer and the relevant Dealer, subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Issuer or the relevant Specified Currency.
Issue Price:	Notes may be issued on a fully-paid basis and at an issue price which is at par or at a discount to, or premium over, par.
Form of Notes:	The Notes will be issued in either bearer or registered form as described in " <i>Form of the Notes</i> ". Registered Notes will not be exchangeable for Bearer Notes and <i>vice versa</i> .
Fixed Rate Notes:	Fixed interest will be payable on such date or dates as may be agreed between the Issuer and the relevant Dealer and on redemption and will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer.
Floating Rate Notes:	<p>Floating Rate Notes will bear interest at a rate determined on the basis of the reference rate set out in the applicable Final Terms.</p> <p>Interest on Floating Rate Notes in respect of each Interest Period, as agreed prior to issue by the Issuer and the relevant Dealer, will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, as may be agreed between the Issuer and the relevant Dealer.</p> <p>The margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant Dealer for each Series of Floating Rate Notes.</p> <p>Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both.</p>
Benchmark discontinuation:	If so specified in the applicable Final Terms for a Series of Notes, then in the event that a Benchmark Event or a Benchmark Transition Event, as applicable, (each as defined in the Conditions) occurs, such that any rate of interest (or any component part thereof) cannot be determined by reference to the original benchmark or screen rate specified in the applicable Final Terms, then such rate of interest may be substituted (subject to certain conditions) with a successor, replacement or alternative benchmark and/or screen rate (with consequent amendment to the terms of such Series of Notes and the application of an adjustment spread (which could be positive or negative or zero)). See Condition 5.2(f) for further information.
Zero Coupon Notes:	Zero Coupon Notes will be offered and sold at a discount to their nominal amount and will not bear interest.
Redemption:	<p>The applicable Final Terms will indicate either that the relevant Notes cannot be redeemed prior to their stated maturity (other than for taxation reasons or following an Event of Default) or that such Notes will be redeemable at the option of the Issuer and/or the Noteholders and/or the Noteholders on a Change of Control, in each case upon giving notice to the Noteholders or the Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as may be agreed between the Issuer and the relevant Dealer.</p> <p>Notes having a maturity of less than one year may be subject to restrictions on their denomination and distribution, see "<i>Certain Restrictions—Notes having a maturity of less than one year</i>" above.</p>
Denomination of Notes:	The Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer save that the minimum denomination of each Note will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency, see " <i>Certain Restrictions—Notes having a maturity of less than one year</i> " above, and save that the minimum denomination of each Note will be

€100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency).

Taxation:	All payments in respect of the Notes by or on behalf of the Issuer will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law, as provided in Condition 8 ( <i>Taxation</i> ). In the event that any such withholding or deduction is made, the Issuer will, save in certain limited circumstances provided in Condition 8 ( <i>Taxation</i> ), be required to pay additional amounts to cover the amounts so deducted or withheld.
Negative Pledge:	The terms of the Notes will contain a negative pledge provision as further described in Condition 4 ( <i>Negative Pledge</i> ).
Cross Default:	The terms of the Notes will contain a cross default provision as further described in Condition 10 ( <i>Events of Default and Enforcement</i> ).
Status of the Notes:	The Notes will constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 4 ( <i>Negative Pledge</i> )) unsecured obligations of the Issuer and will rank pari passu among themselves and (save for any obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer, from time to time outstanding.
Rating:	The Issuer and the Programme have been rated A3 by Moody's. Series of Notes issued under the Programme may be rated or unrated. Where a Series of Notes is rated, such rating will be disclosed in the applicable Final Terms and will not necessarily be the same as the rating assigned to the Issuer. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.
Listing:	<p>Application has been made for Notes issued under the Programme to be admitted to the Official List and to trading on the Euronext Dublin Regulated Market.</p> <p>Notes may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the Issuer and the relevant Dealer in relation to the Series. Notes which are neither listed nor admitted to trading on any market may also be issued.</p> <p>The applicable Final Terms will state whether or not the relevant Notes are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or markets.</p>
Governing Law:	The Notes and any non-contractual obligations arising out of or in connection with the Notes will be governed by, and shall be construed in accordance with, English law.
Selling Restrictions:	There are restrictions on the offer, sale and transfer of the Notes in the United States, the EEA (including Belgium), the UK, Singapore, Switzerland and Japan, and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Notes, see " <i>Subscription and Sale</i> ".
United States Selling Restrictions:	<p>Regulation S, Category 2. TEFRA C/TEFRA D/TEFRA not applicable, as specified in the applicable Final Terms.</p> <p>Bearer Notes will be issued in compliance with U.S. Treas. Reg §1.163-5(c)(2)(i)(D) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended (the Code) (TEFRA D) unless (i) the applicable Final Terms states that the Notes are issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the Code) (<b>TEFRA C</b>) or (ii) the Notes are issued other than in compliance with TEFRA D or TEFRA C but in circumstances in which the Notes will not constitute "registration required obligations" under the United States Tax Equity and Fiscal Responsibility Act of 1982 (<b>TEFRA</b>), which circumstances will</p>

be referred to in the applicable Final Terms as a transaction to which TEFRA is not applicable.

## RISK FACTORS

*Any investment in the Notes is subject to a number of risks. Prior to investing in Notes issued under the Programme, prospective investors should carefully consider risk factors associated with any investment in the Notes issued under the Programme, the business of the Issuer and the industry in which it operates together with all other information contained in this Base Prospectus, including, in particular the risk factors described below. Words and expressions defined in "Terms and Conditions of the Notes" or elsewhere in this Base Prospectus have the same meanings in this section.*

*The following are the risks that the Issuer believes to be material to an assessment by a prospective investor when considering an investment in Notes issued under the Programme. Additional risks and uncertainties relating to the Issuer that are not currently known to the Issuer at the date of this Base Prospectus, or that it currently deems immaterial as at such date, may individually or cumulatively also have a material adverse effect on the business, prospects, results of operations and/or financial position of the Issuer and, if any such risk should occur, the price of the Notes may decline and investors could lose all or part of their investment.*

*Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus, including any documents incorporated by reference herein, and reach their own views, based upon their own judgement and upon advice from such financial, legal and tax advisers as they have deemed necessary, prior to making any investment decision.*

*The risk factors presented herein have been divided into the following categories based on their nature:*

- *Risks relating to Neste's operating environment;*
- *Risks relating to Neste's business operations;*
- *Risks relating to Neste's regulatory environment;*
- *Risks relating to Neste's financing; and*
- *Factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme.*

### **Risks Relating to Neste's Operating Environment**

***Uncertain global economic development, a prolonged economic slowdown or recession, or geopolitical tensions may have a material adverse effect on Neste.***

Neste operates globally creating solutions for combating climate change and accelerating a shift to a circular economy. Neste refines renewable raw materials with a focus on waste and residues into renewable fuels and sustainable feedstock for polymers and chemicals. Neste also offers high-quality oil products and related services for the road transport, non-road uses, aviation and marine sectors as well as for the oil and petrochemical industries. The demand for Neste's products is affected by global economic development where, generally speaking, demand for Neste's products, or their margins, decreases in times of uncertain global economic development and economic slowdown. Global economic conditions also affect the demand for and pricing of Neste's feedstocks.

Neste is subject to the negative impact of periods of economic slowdown or recession, political uncertainty, geopolitical tensions and disruptions in the feedstock and product markets in which it operates. The war in Ukraine and its impact on the energy and raw material markets in Europe, deteriorated global and regional economic conditions post-COVID-19, including in Europe and the Nordic region, low growth expectations, high inflation, elevated interest rates and tightening central bank measures have increased uncertainty in the global economic and financial markets in recent years. Demand for fossil and renewable end products could decrease as a result of higher prices, regulated and voluntary market development and additional regulatory measures that relate to the share or calculation of renewables in transportation fuels. High inflation could also increase Neste's operating costs and costs of ongoing capital investments that relate to sourcing of feedstock, utilities, labour, services, equipment and materials.

Geopolitical tensions, such as the war in Ukraine, conflicts in the Middle East and other emerging military or trade conflicts, could have adverse effects on international trade and finance and result in trade restrictions being imposed in one or more of Neste's markets, which could adversely affect Neste. Since the beginning of the war in Ukraine in February 2022, the United States, the European Union (the EU), the UK, Canada, Japan and Australia, among others, have imposed several tranches of economic sanctions against Russia as well as Belarus. These sanctions primarily target certain financial institutions, companies and individuals, but also industry sectors, such as transportation, energy and finance. In response, Russia has imposed various counter-sanctions and other measures that hinder non-Russian businesses operating in Russia. These existing and increasing sanctions create a complex system that affects international trade and finance, energy and raw material markets in Europe and the rest of the world and the global economy, and have contributed to currency fluctuations and inflation.

In particular, there have been various rounds of EU sanctions imposed on Russian crude oil and oil products. The resulting shift away from the use of Russian crude oil by European refiners, combined with OPEC+ supply control measures, tight monetary policies and the gradual recovery of global and regional economic conditions post-COVID-19 have impacted refining margins. There is also continuing uncertainty regarding the availability of, and demand for, oil products and natural gas prices resulting from the EU embargo on Russian oil products that came into force in early February 2023. The continuing war in Ukraine and the escalated crisis in the Middle East have intensified geopolitical risks that could have a material impact on the global and European energy markets. The war and the crisis have impacted the supply of oil products to the global markets and oil product flows and may result in further trade sanctions and energy infrastructure sabotage, in addition to impacting supply chains, market demand and supply conditions. They could also create further pressure on the prices of feedstock, materials, services, logistics and utilities and affect the energy markets, especially in Europe. There can be no assurance that further sanctions, counter-sanctions, import and/or export restrictions or other measures, which could have an adverse effect on Neste's business, will not be imposed. Oil prices are subject to, amongst other factors, regional unrest, such as supply interruptions or fears thereof that may be caused by civil unrest or political uncertainty. If geopolitical tensions increase and lead to the imposition of additional or more comprehensive trade restrictions, or if further disruptions impact the global supply chains, this could have a material adverse effect on Neste's ability to access feedstocks, the delivery of products, product demand and Neste's ability to complete investment projects and, thereby, on Neste's business and results of operations.

Future economic downturns, global tensions or the imposition of further sanctions could increase uncertainty in global trade, geopolitics and trajectories of economies. Uncertain global economic development could increase volatility in the renewable feedstock and oil products markets. This could be caused by, for example, China's economic fundamentals as well as U.S.–China trade tensions. Any uncertain global economic developments or economic slowdowns could also reduce the amount of waste and residues available for Neste's production and increase the price of feedstock. Furthermore, financial downturns and a higher cost of living may decrease the willingness of governments to support policies for higher greenhouse gas (GHG) reduction and other biofuel mandates in EU member states or in Neste's other key markets, which would impact the demand for and prices of renewable products, which are generally more expensive than fossil-based alternatives.

If periods of poor economic conditions and decreased government support for renewable fuels or restrictions on economic activity continue for prolonged periods of time, it may have a material adverse effect on Neste's business conditions, revenue, operating profit as well as future prospects. Furthermore, fluctuations in the prices of renewable and oil products as well as crude oil and other feedstocks, whether or not caused by macroeconomic conditions, could have a material adverse effect on Neste's business, financial condition, results of operations and cash flows.

Additionally, Neste is exposed to the impacts of governmental and trade protection or trade defence measures. Changes in policies on international trade may affect the availability or cost of raw materials used by Neste. The adoption of protectionist trade policies, such as restrictions or quotas on the import and export of goods and services, barriers to entry, additional tariffs and duties, government subsidies or other measures aiming to protect domestic industries, and the outcome and scope of trade defence measures in the countries where Neste sources raw materials and sells its products could have an adverse effect on Neste's business.

***Neste is exposed to several environmental, social and corporate governance (ESG) risks, including risks related to climate change, and failure to achieve set targets could have a material adverse effect on Neste.***

The relevance of ESG matters has significantly increased in the past years, not only among investors, customers, suppliers and business partners but also among employees, governments and society in most of Neste's markets. It is expected that the relevance of ESG-related matters will continue to increase in the future. Neste's strategic ambition is to be a global leader in renewable and circular solutions. Growing pressure to combat climate change and reduce GHG emissions is therefore primarily a positive driver for Neste's business. However, political and societal focus on the low-carbon transition and the energy sector's carbon footprint also create risks. Indirect economic and political consequences of climate change may contribute to the general uncertainty in the business environment and hence have an adverse effect on Neste's business. Furthermore, during the last few years various governments have shifted their attention towards mitigation of the higher cost of living, and as a result, the market has seen temporary reductions in climate ambition and targets as well as slowed down implementation of climate policies. This could also adversely impact demand for Neste's products.

Neste has set ambitious climate and other ESG targets as part of its strategy, as discussed under "*Information about Neste—Neste's Strategy—Strategy Execution*". Achieving these strategic objectives is subject to a variety of uncertainties and inherent risks, including Neste's ability to source sustainable feedstocks at quantities sufficient for its production targets and at acceptable prices, lower than expected availability and/or higher than expected cost related to scaling up of key decarbonisation technologies, policy considerations and/or investor expectations around renewable fuels and circular solutions as they evolve. Neste may fail to achieve its strategic climate goals or fulfil other ESG-related expectations by its stakeholders, which could undermine Neste's credibility and/or cause reputational issues.

Investors are increasingly considering ESG ratings in their investment decisions for financial instruments. If Neste fails to attract investors based on its ESG strategies and goals or is not able to fulfil the ESG-related expectations by its stakeholders, Neste may not be able to issue Notes under the Programme or other debt instruments on favourable terms or at all. This may have a material adverse effect on Neste's ability to obtain funding, its costs or its sources of financing, and, accordingly, its business, results of operations and financial condition.

Under the EU Emission Trading Scheme, producers of GHG emissions are granted limited amounts of emission allowances for free; if the emissions exceed the amount of allocated allowances, producers of GHG are obliged to reduce their level of emissions or acquire additional allowances. In line with the EU's climate targets, the European Commission proposes to tighten the existing EU Emission Trading Scheme and lower the annual emissions cap. Neste needs emission allowances for its business activities and although Neste has launched ambitious climate targets to reduce its GHG emission, stricter future rules and decarbonisation policies, compliance with laws, regulations and obligations relating to climate change and carbon pricing could result in substantial capital expenditure and reduced profitability due to higher operating costs for Neste. In addition, changes in carbon emission trading schemes or similar initiatives on EU-, United States- or individual EU Member State-level may have a significant adverse effect on Neste's business.

### **Risks Relating to Neste's Business Operations**

#### ***Changes in refining margins in the refining industry may have a material adverse effect on Neste.***

Neste's results of operations are primarily affected by the price differentials, or margins, between the prices of the refined renewable and oil end products that it produces and the prices for the feedstocks used in its production, including waste and residue feedstocks, various vegetable oils, other feedstocks and crude oil. Neste's costs of acquiring its feedstocks and the price at which Neste can ultimately sell its refined renewable and oil end products depend upon a variety of factors largely beyond Neste's control. Refining margins have historically been volatile, and they are likely to continue to be volatile in the future. Future volatility in refining margins, especially tightening of refining margins, could have a material adverse effect on Neste's business, financial condition, results of operations and future prospects. Changes in market prices during the period between the purchase of the feedstock and the sale of the end product may also affect Neste's refining margins.

Factors that may affect Neste's refining margins include:

- changes in the prices of, and the supply of and demand for, Neste's feedstocks (including waste and residue feedstocks, various vegetable oils, other renewable feedstocks, crude oil and other fossil feedstocks) and end products (including sustainable aviation fuel (**SAF**), renewable diesel, gasoline and diesel);
- changes in biocredit price levels, such as Renewable Identification Number (**RINs**) and California Low Carbon Fuel Standard (**LCFS**) credit prices as well as European bioticket prices;
- demand for Neste's products growing at a slower pace than anticipated;
- changes in the prices of alternatives to Neste's renewable products;
- changes in renewable refining capacity that relates to Neste's renewable end products refined by Neste as well as global fossil oil refining overcapacity;
- pricing and other actions taken by Neste's competitors that impact the market for Neste's feedstocks and end products;
- the availability of price arbitrage for refined renewable and oil products between different geographical markets;
- changes in the cost and availability of logistics services for Neste's feedstocks and end products;
- changes in environmental or other laws and regulations, including, but not limited to, those affecting Neste's production processes, biofuel mandates and other incentives, oil product specifications and feedstocks; and
- general political and economic conditions.

Market prices for waste and residue feedstocks, vegetable oils, other renewable feedstocks, crude oil and other fossil feedstocks, as well as for refined renewable and oil-based end products, are subject to significant fluctuations resulting from a variety of factors affecting demand and supply that are outside of Neste's control. Furthermore, the market prices for feedstocks and market prices for refined renewable end products may follow different dynamics, which may affect Neste's refining margins. It is expected that increases in production capacity for renewable products by Neste's competitors will support high demand and high prices for renewable feedstocks. However, it is not possible to accurately predict future

demand and supply trends and their impact on feedstock and end-product prices. Furthermore, volatility in the prices of Neste's feedstocks and end products could adversely affect Neste's operating and project costs.

Neste's refining margins in the Renewable Products business area and the Oil Products business area have certain distinct drivers. For example, the increasing focus on prevention of climate change, ambitious GHG emission reduction targets around the world and increasing requirements for renewable energy content in transport (particularly in the EU and the United States) support demand for renewable products and decrease demand for crude oil based products. In addition, regulation and legislation in the EU and United States concerning, among other things, biofuel certificates and mandates, are important demand drivers for renewable products. These factors also support demand for renewable feedstocks, which could increase Neste's costs. Depending on the nature of each factor and the particular circumstances, these factors could be supportive to Neste's business, but they could also have a short- or long-term material adverse effect on Neste's business, financial condition, results of operations and future prospects.

***Introduction and/or adoption of competing renewable fuel technologies or advancing of hybrid and electric engines may have an impact on the demand for Neste's products and decrease refining margins.***

Neste's proprietary renewable fuel production technology (NEXBTL) is a proven technology for the production of high-quality fuels using renewable feedstocks. Many companies have developed and are investigating ways to further develop renewable or carbon free fuel and power technologies such as electrification, fuel cells, synthetic fuels, lignocellulosic fuels and biogas. As competitors continue to develop competing technologies, one or more of Neste's proprietary technologies could become outdated. There is no assurance that Neste's competitive position will be retained as new players enter the market, current competitors develop their technologies or preferences, either customer or legislative, for clean mobility change. Staying ahead of competition requires continuous improvement, the ability to challenge current business models and a strong focus on innovations such as new production technology and feedstock platforms. More rapid than anticipated development of alternative feedstocks and production technologies for liquid fuels, the evolution and adoption of engine technologies and the introduction of alternative powertrains could increase competition for NEXBTL, which may decrease demand for Neste's products and lower margins for Neste's products. Furthermore, the demand for and margins on Neste's products could be adversely affected by regulatory preferences for technologies or products that compete with Neste's. The materialisation of any of the above could have an adverse effect on Neste's business, results of operations and financial condition.

***Increases in global renewable refining capacity relative to growth in demand for the renewable products may have a material adverse effect on Neste.***

Many companies, including oil majors, have announced projects to produce renewable diesel, SAF or similar renewable products, and Neste's key markets have seen an increase in supply volumes. In the renewable fuels market, risks relate to the balancing of fuel supply and demand in the face of changing regulation, in both the feedstock and product sides, and markets may become oversupplied especially if mandates and regulatory incentives grow at a slower pace than supply build-up in the biofuels sector. Demand for renewable products will continue to evolve in the future, but this is subject in particular to the pace of regulatory developments. If new competitor capacities lead to supplies of renewable products exceeding demand, or if Neste's renewable products become less competitive, it may reduce Neste's refining margins for renewable products, and, thereby have a material adverse effect on Neste's business, financial condition or results of operations.

***A production interruption at Neste's refineries and plants could have a material adverse effect on Neste.***

Neste's business is dependent to a significant extent on its renewable products refineries in Singapore and Rotterdam, the Netherlands, its refinery in Porvoo, Finland, as well as the 50/50 joint operation with Marathon Petroleum Corporation (**Marathon**) in Martinez, California. Neste's renewable products refineries had a total nameplate production capacity of approximately 3.3 million tonnes per year at the end of 2023. With the Singapore expansion and the joint operation with Marathon, a total nameplate production capacity for renewable products of 5.5 million tonnes per year is targeted to be reached by the end of 2024. Scheduled maintenance shutdowns at Neste's refineries have an adverse effect on Neste's results of operations. In addition to the lost revenue due to the production stoppage, Neste faces the risk of, among others, maintenance shutdowns taking longer than expected or incurring unexpected costs in connection with a planned shutdown. In addition, Neste may experience unexpected, forced shutdowns or curtailed production due to unforeseen events, such as major accidents, disruptions in the supply of utilities, breakdown of critical machinery, industrial action or information technology related issues. As an example, Neste has experienced work stoppages in the past and political strikes in the first quarter of 2024. Neste has continued with the design and implementation of strategic and operational business continuity measures however any shutdown of Neste's operations, whether planned or unplanned, could have a material adverse effect on Neste's business, financial condition, results of operations and future prospects.

***Neste's inventories could adversely affect Neste's results of operations and financial condition.***

Neste's business operations require it to maintain inventories of feedstocks and end products. As Neste's operations and production capacity increase, Neste's inventories, as well as its working capital requirements, are also expected to increase.



Neste applies a weighted average method for measuring the cost of goods sold, raw materials and inventories and, accordingly, changes in the prices of Neste's feedstocks, end products as well as preparations for scheduled turnarounds in Neste's refineries affect the value of Neste's inventories. Whilst Neste uses derivative instruments with the aim of protecting its position against fluctuations in commodity prices, there can be no assurance that such measures will be effective. Significant decreases in the value of Neste's inventories could adversely affect Neste's results of operations and financial condition.

***Failure to protect Neste's proprietary technology may have a material adverse effect on Neste and impair its growth opportunities.***

Neste is actively pursuing growth opportunities using its proprietary technology and know-how. Its technology and know-how may provide an ability to capture additional margins in selected special product markets through developing new businesses in higher margin products such as renewable fuels and other high quality renewable components. To protect its rights, Neste maintains numerous patents worldwide. Neste also relies on a combination of international trade secret and other intellectual property laws and protective measures to establish and protect its proprietary rights relating to its products, systems and services.

The measures taken by Neste to protect its technology and know-how against third party infringement and appropriation may prove inadequate, and there can be no assurance that Neste's proprietary rights will be upheld as valid. Commercialisation of Neste's proprietary technology may also give rise to claims that its technology infringes upon the proprietary rights of other parties. Furthermore, Neste's competitors could develop competing technologies outside of the scope of protection provided by Neste's proprietary rights. Should Neste fail to develop, defend or protect its technology, products, systems and services, such failure may have a material adverse effect, among other things, on Neste's competitive position and results of operations.

***Neste is subject to risks relating to the management and execution of large investment projects.***

Neste has an ongoing EUR 1.9 billion investment and expansion project at its Rotterdam refinery to expand production of SAF and other renewable products. The Rotterdam expansion project is expected to increase Neste's total nameplate production capacity for renewable products by 1.3 million tonnes per year, with the target to start up the new production unit during the first half of 2026.

Large investment projects such as the expansion project in Rotterdam typically entail significant costs and take several years to complete. Participation in large projects involves risks such as cost overruns, delays or not achieving the economic targets set for the investment, and significant delays in project planning or execution may reduce operational efficiency or impair Neste's ability to secure its competitive position. In addition, Neste faces the risks of not meeting targeted capacities, product flexibility or feedstock flexibilities in its growth projects. For example, in 2023, delays in the build-up to the opening of the new production line at the Singapore refinery had an adverse impact on the production and sales volumes of renewable diesel and SAF and the new line utilisation rate is currently at approximately 75 per cent. (see "*Information about Neste—Description of Operations by Business Area—Renewable Products—Refineries for Renewable Products*" below). Any problems related to the management and execution of large projects, including slower than expected timelines of new production lines and ramp-up to reach targeted capabilities, could have a material adverse effect on Neste's business, financial condition or results of operations.

Following the completion of its strategic survey of the oil refinery in Porvoo, Finland, Neste has decided to launch a gradual transformation of the oil refinery into a renewable and circular solutions refining site. The planned transformation will proceed in phases and will require multiple separate investment decisions during the next decade before its targeted completion in the mid-2030s. Neste expects the long-term capacity potential after the transformation to be approximately 3 million tonnes of renewable and circular products. The final timeline for transitioning from crude oil to renewable and circular raw materials will be determined at a later stage in line with the actual fuel market demand, legislation development and transformation progress. Failure to complete the transformation could have a significant impact on Neste's climate commitments and emission reduction targets.

Neste is responsible for many projects in several of its countries of operation at any given time. All projects involve technical and operational risks, and projects require continuous operational planning, steering and supervision, quality control, input procurement, scheduling as well as resource and cost monitoring. Managing several projects requires that Neste has sufficient resources and efficient processes to enable several overlapping internal teams and supplier networks to be managed simultaneously. Any additional health and safety measures or supply or logistics restrictions could create new challenges to large investment projects, for example in the form of cost increases, service deficiencies or delays. Any technical issues, schedule delays or other problems related to management and execution of individual projects could have a material adverse effect on Neste's business, financial condition or results of operations.

***Neste may not be able to realise some or all of the anticipated benefits of its growth strategy and related investments or there may be delays and unexpected higher costs or other difficulties in realising such benefits.***

The majority of strategic risks faced by Neste relate to the viability of strategic choices and risks in strategy implementation. The success of Neste's growth strategy depends on Neste's ability to grow its current businesses and to develop and open new feedstock and end-product markets. In order to succeed, Neste must understand the expectations of its customers and be able to find the best possible ways to serve them with the right end product offering and production asset portfolio. Among other things, innovation in the field of new sustainable feedstocks, feedstock treatment and production technologies, and circular and renewable solutions are expected to be key factors to enable Neste to grow its existing business and create new business platforms for further growth. The success of Neste's strategy can also be adversely affected by changes in the competitive landscape or by decisions taken by Neste.

Neste's products and services must continuously meet customer requirements relating to, for example, product quality and sustainability. Evolving customer requirements together with more complex sourcing and logistics networks and production methods increase the exposure to quality risks that need to be managed well in order to maintain the high-quality brand image. Neste has implemented systematic quality management measures both in its own operations and in partner networks, but there can be no assurance that these measures will be effective.

Due to their nature, Neste's growth investments usually require considerable amounts of capital and have long lead times to generate returns, leaving them susceptible to changes in market conditions, applicable regulatory framework and other unexpected factors. As a part of its strategy, Neste has also committed to new ambitious climate targets and integrated these into its investment criteria and other activities. Due to the size, location, structure and complexity of an investment or other projects, there is always a risk of cost overruns, delays and the investment or other projects not leading to commercially feasible solutions. Any of these factors could have a material adverse effect on Neste's business, financial condition or results of operations. An inability to realise the full extent of the anticipated benefits of Neste's strategy could have a material adverse effect on Neste's business, financial condition, results of operations and future prospects.

***Corporate acquisitions and divestments expose Neste to a number of risks.***

In order to implement its strategy, Neste has in the past, and may in the future, acquire and divest businesses or other assets. Carrying out corporate mergers, acquisitions and divestments involves risks relating to the successful implementation of a divestment and the ability to integrate and manage acquired businesses, systems, culture and personnel successfully. In addition, the cost of an acquisition may prove high and/or the anticipated synergies may not materialise. Acquired companies may have hidden or otherwise unidentified liabilities or risks, such as competition law liabilities, other compliance issues or environmental liabilities. Neste may not be able to identify attractive acquisition or merger opportunities or ensure the strategic fit, right valuation and effective integration of acquisitions despite its acquisition preparations and stakeholder engagement. This could have a material adverse effect on Neste's business, financial condition or results of operations. Regulation of merger or acquisition activity by competition authorities may also limit Neste's ability to make future acquisitions or mergers.

Neste has also divested certain operations and assets to focus on strategic areas. Divestments may expose Neste to indemnity claims, and may involve additional costs due to historical and unaccounted liabilities. There can be no assurance that Neste will be able to divest assets in a profitable way, or that such divestments are possible on acceptable terms, or at all. The profitability of corporate acquisitions and divestments may differ from Neste's expectations, which could have a material adverse effect on Neste's business, financial condition or results of operations.

***Neste may face labour disruptions that could interfere with its operations and have a material adverse effect on Neste.***

Neste is subject to the risk of labour disputes and adverse employee relations. Neste has in the past, and could in the future, experience strikes or other disturbances, including political strikes, in connection with the negotiation of collective bargaining agreements or otherwise, including political strikes. The majority of employees of Neste are represented by labour unions under several collective bargaining agreements; however, not all employees of Neste represented by labour unions are currently bound by valid collective bargaining agreements. Furthermore, organisations collectively representing Neste and other employers in its industry may not be able to negotiate satisfactory collective labour agreements upon the expiration of existing agreements, and there could be without work stoppages, strikes or similar industrial actions in connection with the negotiations. Unsatisfactory terms in any collective bargaining agreements could cause Neste's employee costs to increase. In addition, existing labour agreements of Neste may not prevent a strike or work stoppage at any of its facilities in the future. Neste has experienced work stoppages in the past and political strikes in the first quarter of 2024 that mainly impacted Neste's customer deliveries and logistics in Finland. Any labour disputes or other adverse employee relations, including but not limited to strikes and work stoppages, or problems with the labour unions or collective bargaining agreements, could impair Neste's ability to operate its business such as distribution of its products or processing of feedstocks, and it could increase Neste's costs.

***Problems or delays in Neste's supply chain could result in, among other things, impaired access to raw materials at competitive prices, which could have a material adverse effect on Neste.***

Neste requires various renewable feedstocks and crude oil, utilities and other raw materials in order for its refineries to produce its refined renewable and oil end products. Neste is dependent, for a substantial portion of its operations, on continued access to these and other raw materials and supplies at appropriate prices. The war in Ukraine and the related sanctions on Russian oil products may affect Neste's access to raw materials, as discussed under "*Risks Relating to Neste's Operating Environment—Uncertain global economic development, a prolonged economic slowdown or recession, or geopolitical tensions may have a material adverse effect on Neste*" above. Problems or delays in accessing sufficient amounts of competitively priced waste and residue feedstocks, vegetable oils, other renewable feedstocks, crude oil and utilities could increase the cost for Neste of raw materials and have a material adverse effect on Neste's business, financial condition, results of operations and future prospects.

Neste sources waste and residue feedstocks and vegetable oils globally. Access to different waste and residue feedstocks, vegetable oils and other renewable feedstocks might be interrupted as a result of, among other things, natural catastrophes, increased competition, governmental restrictions, economic and trade sanctions, regional, political, economic or social instability or problems in transporting sufficient quantities of feedstock to Neste's renewable refineries. Any significant and extended interruptions in deliveries may have a material adverse effect on Neste's business, financial condition, results of operations and future prospects.

Neste uses a wide variety of waste and residue-based raw materials to produce its renewable products and has a complex and multi-tiered global supply chain. In its supply chain management, Neste applies various sustainability policies and principles for supplier onboarding, certification and auditing, with the aim of verifying the sustainability, traceability and compliance performance of Neste's supply chain. Neste has implemented systematic controls for counterparty compliance screening and sustainability monitoring in which all potential business partners and suppliers undergo automated pre-screening with the aim of ensuring compliance with Neste's Supplier Code of Conduct. However, there can be no assurances that Neste will be successful in ensuring that all applicable laws and regulations or corporate policies in its supply chain are fully complied with. The risk of noncompliance could increase when entering new challenging markets. Should there be a failure to comply with the sustainability verification or reporting procedures in Neste's expanding sourcing and supply network or a major compliance failure or a loss of a key sustainability certification, it could lead to interruptions in Neste's operations as well as legal processes or serious reputational damage. Furthermore, Neste may face risks associated with the use of certain of its raw materials. For example, the use of palm oil has created reputational risk, as the sustainability of palm oil sourcing has given rise to public discussion and concerns from NGOs and consumers in recent years. Neste reduced its refinery inputs of conventional palm oil to zero at the end of 2023. In addition, biodiversity loss is a global concern that could affect Neste's operations and supply of raw materials, for example if a feedstock becomes unacceptable to stakeholders or regulatory limitations lead to lack of sufficient volumes of feedstock. Any of the foregoing could have a material adverse effect on Neste's business, financial condition or results of operations.

Neste transports, stores, and handles millions of tonnes of feedstocks and end products annually and provides logistics services for the supply of raw materials to Neste's refineries and for the transport of refined renewable and oil products from its refineries to various destinations globally. Almost all transportation of feedstocks and end products, whether marine or inland, is outsourced to third party logistics service providers. Problems or delays in transportations or issues with access to transport fleet may have a material adverse effect on Neste's ability to fulfil its contractual obligations with its customers, access feedstocks and distribute its products, and, thereby, having possibly a material adverse effect on Neste's business.

***The loss of employees in key positions may have a material adverse effect on Neste.***

Maintaining Neste's competitive position requires the ability to challenge the current business models and further develop operations. The continued contributions of Neste's senior management, personnel and business partners are vital for the company's success. As the competition for talent is fierce, there is a risk that Neste will not be able to recruit, train, motivate and retain highly skilled management and employees with the level of experience and qualifications that are needed for strategy deployment and international growth initiatives upon which Neste's future prospects are dependent. If Neste cannot recruit, train, retain and/or motivate qualified personnel needed for its international growth, it may be unable to compete effectively in its current business, and the successful implementation of Neste's strategies may be limited or prevented, which in each case could have a material adverse effect on Neste's business, financial condition, results of operations and future prospects.

***Neste's operations are reliant on functioning information technology systems. Any attack targeted at individual systems or system infrastructure; or malfunctioning of the systems could have a material adverse impact on Neste.***

The operation of Neste's core processes is dependent on functioning information technology systems and availability of key data. Neste's information technology system architecture is being regularly developed to provide better support for operations and take advantage of digitalisation and emerging technologies. At the same time, the increasing sophistication

of cyber-attacks and generally rising frequency of attacks targeted at oil and gas companies also poses a threat to Neste. The reliability of key information technology systems and partnerships are essential for continuous business operations.

Prolonged processing disruptions or unavailability of key systems, data or information leaks, violations of data privacy regulations, intentional cyber-attacks targeted at Neste's operational core systems or production automation systems or any other malicious attempt to exploit Neste's systems or data could have a material adverse effect on Neste's business operations, financial condition, reputation and customer relationships.

***Neste is subject to operational risks and hazards that may have a significant impact on its operations or result in significant liabilities and costs.***

Neste is subject to operational risks common in the renewable fuel and oil industry, including:

- feedstock or refined product spills, pipeline leaks and ruptures, storage tank leaks, and accidents involving explosions and fires;
- power shortages or failures;
- mechanical or equipment failures;
- transportation interruptions and accidents;
- severe weather, floods and other natural disasters; and
- chemical spills, discharges or releases of toxic or hazardous substances or gases.

Neste's operations would be interrupted if any of the properties or facilities were to experience a major accident or were forced to shut down or curtail production due to unforeseen events. Any failure to maintain high levels of safety management could also result in harm to Neste's employees, communities near its operations as well as the environment. Impacts in addition to physical injury, health effects and environmental damage could include liability and remediation costs to employees or third parties, impairment of Neste's reputation, or inability to attract and retain skilled employees. In addition, government authorities could enforce the closure of Neste's operations on a temporary basis. Such incidents could result in delayed delivery timetables and additional costs and there can be no assurance that Neste's insurance coverage would adequately cover all such costs, if at all. Further, there can be no assurance that funding would be available in such circumstances to repair any unforeseen damage at Neste's properties and facilities. The occurrence of any of these events may, either directly or indirectly, have a material adverse effect on Neste's business, results of operations, financial condition, reputation and customer relationships.

***Maritime disasters may have a material adverse effect on Neste, including on its reputation.***

The vessels owned, leased or chartered by Neste are subject to inherent risks, including the risks of maritime disaster, damage to the environment and loss of or damage to cargo and property. Such events can be caused by mechanical failure, human error, adverse weather conditions, warfare or piracy, among other factors, in the areas where the vessels operate. The occurrence of any of these events may, either directly or indirectly due to, for example, negative publicity, have a material adverse effect on Neste's reputation, business, financial condition, results of operations and future prospects.

***Neste is not insured against all potential losses and could be seriously harmed by operational catastrophes or deliberate sabotage which could have a material adverse impact on Neste.***

Neste's industrial assets are insured by property and business interruption insurance policies that cover customary risks, including damages caused by breakage. Neste's marine cargo and inland transit insurance programme covers damage inflicted on cargoes in transit and storage. However, Neste is not insured against all potential losses and could be seriously harmed by events including operational catastrophes, deliberate sabotage or catastrophic natural events. Neste could incur significant uninsured losses and liabilities arising from such events, including damage to Neste's reputation and a substantial loss of operational capacity, which may cause material replacement or repair costs and, thereby, have a material adverse effect on Neste's business and results of operations.

***Neste has operations and investments in certain countries are subject to greater political, economic and social uncertainties than countries with more developed institutional structures, which could have a material adverse impact on Neste.***

Neste has operations and investments in certain countries that are subject to greater political, economic and social uncertainties than countries with more developed institutional structures, and the risk of loss resulting from changes in law or the interpretation thereof, economic and social upheaval and other factors may be substantial. Among the more significant risks of operating and investing in these countries are those arising from foreign exchange restrictions, including the enforcement of existing restrictions and the potential establishment of new restrictions. These could effectively prevent

Neste from repatriating profits or liquidating assets and withdrawing from one or more of these countries, and changes in tax regulations or enforcement mechanisms, which could reduce substantially or eliminate any revenues derived from operations in these countries and significantly reduce the value of assets related to such operations. If one or more of the above risks materialise, it could, individually or in aggregate, have a material adverse effect on Neste's business, financial condition, results of operations, reputation and future prospects.

***Neste has interests in, among other things, joint operations and joint ventures, which expose Neste to certain additional risks that are customary for joint projects and which could have a material adverse impact on Neste.***

Neste has, among others, a 50 per cent. ownership interest in Martinez Renewables, a 50/50 joint operation for the production of renewable diesel with Marathon and a 40 per cent. ownership interest in Kilpilahti Power Plant Ltd, which owns a power plant in Porvoo, Finland. In addition, Neste holds a minority stake in Alterra Energy LLC, an innovative chemical recycling technology company, and has made other minority investments in technology and other companies to support Neste's strategy execution. Neste may continue to invest in or enter into joint ventures and joint operations. Joint ventures and operations often involve complex risk allocation, decision-making processes and indemnification arrangements. In certain cases, Neste may have less control over such activities and the related costs and risks than it would have if it had full operational control. Neste's joint venture or operation partners may have economic or business interests or objectives that are inconsistent with, or opposed to, those of Neste, and may exercise veto rights to block certain key decisions or actions that Neste believes are in its or the joint venture's, joint operation's or associate's best interests, or take actions contrary to Neste's instructions, requests, policies or business objectives. If there is any disagreement with a joint venture or operation partner regarding the functioning of the relevant joint venture or operation, there can be no assurance that Neste will be able to resolve it in a manner that will be in its best interests.

### **Risks Relating to Neste's Regulatory Environment**

***The implementation of, and changes in, biofuel legislation and regulation in the EU, the United States and other key market areas may influence the speed at which the demand for these fuels develops and new raw material sources are taken into use. This may have a material adverse effect on Neste.***

Neste's refining operations and products are subject to extensive regulation, including environmental, health and safety and sustainability. Neste has benefited from increased support for biofuels and renewable fuels, for example requirements that relate to renewable content in diesel and gasoline. Changes in regulation or the interpretation thereof, especially in the EU and the United States, influence the speed at which the demand for renewable products develops, and the speed at which new raw materials sources are developed and taken into commercial use.

For renewable products, a significant source of uncertainty is fragmented regulation around acceptability and use of waste and residue feedstock. For example, the European Commission's so called 'Fit for 55 package' (a set of proposals to revise and update EU legislation with the aim of bringing the EU's climate and energy legislation in line with its target to reduce emissions by at least 55 per cent. by 2030) and related revisions to the Renewable Energy Directive and other policies included in the package are expected to specify the ambition level for the decarbonisation of transport, the role of biofuels as well as the applicable eligibility criteria for feedstocks, their categorisation and GHG reduction values. Changes to the eligibility criteria could adversely affect Neste's business and results of operations. Demand for and margins of Neste's products could also be adversely affected by regulatory changes that favour alternatives to Neste's products, for example EU CO<sub>2</sub> emissions standards for road transportation.

Demand for and prices of renewable products are also affected by regulatory incentives, such as biofuel mandates or mandatory oil product specifications for refined oil and renewable products in Neste's markets, such as the EU Fuel Quality Directive. Biofuel mandates could be decreased or repealed for various reasons, including in response to high energy prices or due to political shifts, which could decrease demand for Neste's renewable products. In the United States, a reduction in policy incentives for the production or sale of biofuels at Federal as well as at State levels in the form of RINs and California LCFS could adversely impact Neste's business. Furthermore, the development of domestic preference / protectionism of feedstocks and tax credits such as Blender Tax Credits (BTC) for road biofuels and SAF transitioning to a Clean Fuels Production Credit (CFPC) could similarly have a material adverse effect on Neste's business.

Any unfavourable legislative developments relating to Neste's feedstocks, end products or operations could adversely affect the supply and prices of Neste's feedstocks and end products and, therefore, could have a material adverse effect on Neste's business, financial condition, results of operations and future prospects.

It is critical that Neste stays at all times compliant with various regulatory requirements related to feedstock eligibility and product characteristics. Non-compliance with applicable regulation or external requirements could have both adverse financial and reputational impact on Neste.

***Legal or regulatory proceedings or claims could have a material adverse effect on Neste.***

Neste has extensive international operations and is involved in, or a subject of, a number of legal and regulatory proceedings and claims relating to its operations. It is inherently difficult to predict the outcome of legal, regulatory and other adversarial proceedings or claims. Although there are currently no proceedings or claims that, in Neste's management's opinion, would be likely to have a material effect on Neste's financial position, there can be no assurance as to the outcome of any such proceedings or claims, whether existing or arising in the future. See also "*Certain Financial and Other Information—Legal and Arbitration Proceedings*". Legal, regulatory and other adversarial proceedings or any unfavourable judgement against Neste in relation to legal or regulatory proceedings or claims or settlement could impose substantial costs, reputation damage or other similar materially adverse effects on Neste.

***Failure to obtain or maintain necessary permits and authorisations could incur substantial costs or disruptions in Neste's business.***

Neste's operations require numerous permits and authorisations under various laws and regulations. For example, Neste's fossil oil refineries, renewable products refineries and terminals have been granted environmental permits under such laws and regulations. These and other authorisations and permits are subject to revocation, renewal or modification and can require operational changes, which may involve significant costs, to limit impacts or potential impacts on the environment and/or health and safety. A violation of these authorisation or permit conditions or other legal or regulatory requirements could result in substantial fines, criminal sanctions, permit revocations, injunctions and/or temporary or permanent shutdowns of the affected operations.

***Compliance with, and changes in, environmental laws may have a material adverse effect on Neste.***

Neste's operations and products are subject to extensive environmental and chemicals controls and consumer protection laws and regulations adopted by the EU and other jurisdictions in which Neste operates. The nature of certain of Neste's businesses exposes Neste to the risks of environmental costs and liabilities arising from the manufacture, use, storage, disposal and maritime and inland transport and sale of materials that may be considered to be contaminants when released into the environment. Neste's products are classified as chemicals, containing substances of concern (SOC) in the EU and other jurisdictions. Environmental liabilities may also arise through the acquisition, ownership or operation of properties or businesses.

As other companies operating in the oil refining industry, Neste is exposed to an inherent risk of adverse environmental impact from emissions to air, water and soil. Neste's operations may also be subject to unexpected leaks, explosions and other chemical hazards. These could have a material adverse effect on Neste's business, financial condition, results of operations and future prospects.

As regulations develop, Neste may become subject to increasingly stringent environmental and other regulatory requirements. The new set of the EU's Best Available Techniques (BAT) requirements for mineral oil refineries and other BAT requirements associated with Neste's operations, including renewable refineries, in the EU are expected to be introduced in the coming years. The requirements may call for significant additional investments at oil refineries, including Neste's refineries. New environmental initiatives, including the EU Commission proposal released in 2022 for purposes to amend the Industrial Emissions Directive that entered into force in August 2024, could result in significant additional costs for Neste or require Neste to reduce or terminate certain of its operations, which may, in turn, have a material adverse effect on Neste's business, financial condition, results of operations and future prospects.

**Risks Relating to Neste's Financing**

***Currency exchange rate fluctuations may have a material adverse effect on Neste.***

Neste is exposed to foreign exchange risks due to the fact that its operating expenses, except for the procurement of crude oil, the bulk of waste and residue feedstocks, vegetable oils and other feedstocks as well as time-chartering costs of its tanker fleet, are mainly recorded in euro, whereas most of Neste's sales are denominated in U.S. dollars. If the value of the currency in which Neste incurs its costs (*i.e.*, the euro) strengthens relative to the value of the currency in which it sells its products (*i.e.*, the U.S. dollar), it may have a material adverse effect on Neste's results of operations.

Neste reports its financial results in euro. Therefore, Neste also faces a currency translation risk to the extent that the assets, liabilities, revenues and expenses of its subsidiaries, joint ventures, joint operations and associated companies are denominated in currencies other than the euro. In order to prepare its financial statements, Neste must translate the values of those assets, liabilities, revenues and expenses into euro at the applicable exchange rates. Consequently, increases and decreases in the value of the euro against other currencies will affect the value of these items in the consolidated financial statements, even if their value has not changed in their original currency.

Neste is also exposed to longer-term economic exposures with respect to foreign exchange rates. While Neste aims to limit the effect of changes in foreign exchange rates by hedging its currency risks in contracted and forecasted cash flows and

balance sheet exposures, there can be no assurance that any such measures will be effective. Changes in exchange rate levels for an extended period may have a material adverse effect on the competitive position of Neste relative to its competitors.

***Neste is exposed to uncertainty in the global financial markets, which may have a material adverse effect on the availability of financing.***

Whilst Neste's principal source of liquidity is expected to be cash generated from operations, Neste may need to raise financing from time to time. If there is an extended period of constraint in the capital or credit markets, at a time when cash flows from Neste's business operations may be under pressure or additional funds may be required, this may impact Neste's ability to fund its operations or required future investments, with a consequent negative effect on its business. Neste seeks to reduce its liquidity and refinancing risks by diversifying both the sources as well as the maturity profile of its borrowings and by maintaining access to unutilised, committed credit facilities at all times and by maintaining a strong investment-grade issuer credit rating. Inability to raise financing could result in delays or reduction or termination of certain operations and to negative impacts on the pursuit of Neste's strategy, which may, in turn, have a material adverse effect on Neste's business, financial condition, results of operations and future prospects.

***Counterparty credit and compliance risk could have a material adverse effect on Neste.***

Counterparty credit and compliance risk arises from various contractual relationships with business partners, for example in the areas of sales, supply and financing. Counterparty credit risk is linked to the potential failure of a counterparty to meet Neste's requirements or fulfil the contractual obligations (for example, payments). Risk magnitude is dependent on the size of the exposure concerned and counterparty's creditworthiness, which is assessed systematically both during onboarding and during the relationship. Counterparty compliance risk relates primarily to compliance with laws and regulations concerning, for example, sanctions and embargos, anti-money laundering, anti-bribery and anti-corruption. The extent of counterparty risk has increased along the continued diversification of Neste's supply base and customer segments. In order to manage the risk, Neste has implemented systematic controls for counterparty screening and monitoring; however, there can be no assurance that these measures will be effective. Furthermore, Neste's growth strategy has introduced new counterparties and increased complexity in its business relationships, which could increase Neste's counterparty credit and compliance risk. Counterparty credit and compliance risk could, if it materialises, have a material adverse effect on Neste's business, financial condition, results of operations and future prospects.

***Any downgrade in Neste's credit rating could adversely affect the availability of new financing and increase Neste's cost of capital.***

On 11 December 2023, Moody's affirmed Neste's A3 long-term issuer rating. If this rating were to be significantly downgraded by Moody's, especially if Neste's rating was downgraded to below investment grade, Neste's cost of capital could increase. Any such downgrade could also negatively affect Neste's business and access to financing.

## **FACTORS WHICH ARE MATERIAL FOR THE PURPOSE OF ASSESSING THE MARKET RISKS ASSOCIATED WITH NOTES ISSUED UNDER THE PROGRAMME**

### **Risks Related to the Structure of a Particular Issue of Notes**

A range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of the most common such features which may occur in relation to any Notes:

***If the Issuer has the right to redeem any Notes at its option prior to maturity, this may limit the market value of the Notes concerned and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return.***

An optional redemption feature is likely to limit the market value of Notes. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

In addition, the Issuer may redeem all of the Notes if it becomes obliged to pay additional amounts as described in Condition 8 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of or any change in the application or official interpretation of such relevant laws or regulations. If the Issuer calls and redeems the Notes in such circumstances, Noteholders may not be able to reinvest the redemption proceeds in securities offering a comparable yield.

***If the Notes include a feature to convert the interest basis from a fixed rate to a floating rate, or vice versa, this may affect the secondary market and the market value of the Notes concerned.***

Fixed/Floating Rate Notes are Notes which bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Such a feature to convert the interest basis, and any conversion of the interest basis, may affect the secondary market in, and the market value of, such Notes as the change of interest basis may result in a lower interest return for Noteholders. Where the Notes convert from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. Where the Notes convert from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on those Notes and could affect the market value of an investment in the relevant Notes.

***The market continues to develop in relation to risk free rates (including overnight rates) as reference rates for Floating Rate Notes.***

Where the applicable Final Terms for a Series of Floating Rate Notes identifies that the Rate of Interest for such Notes will be determined by reference to SOFR, the Rate of Interest will be determined on the basis of the relevant reference rate (as further described in the Terms and Conditions of the Notes). Such risk-free rates are based on 'overnight rates' and differ from interbank offered rates, such as EURIBOR and STIBOR, in a number of material respects. These include (without limitation) that such rates are backwards-looking, risk-free overnight rates in most cases, calculated on a compound or weighted average bases, whereas inter-bank rates are expressed on the basis of a forward-looking term, are unsecured and include a risk-element based on inter-bank lending. As such, investors should be aware that overnight or risk-free rates may behave materially differently as interest reference rates for Notes issued under the Programme compared to interbank offered rates. Accordingly, prospective investors in any Notes referencing any risk-free rates as reference rates for Eurobonds should be aware that the market is subject to continued change and development, both in terms of the substance of the calculation and in the development and adoption of market infrastructure for the issuance and trading of bonds referencing such risk-free rates.

The market or a significant part thereof may adopt risk-free rates in a way that differs significantly from those set out in the Terms and Conditions of the Notes issued under the Programme. In addition, the methodology for determining any overnight rate index by reference to which the Rate of Interest in respect of certain Notes may be calculated could change during the life of any Notes. Furthermore, the Issuer may in the future issue Notes referencing SOFR that differ materially in terms of interest determination when compared with any previous SOFR-referenced Notes issued by it under the Programme. The continued development of risk-free rates as interest reference rates for the Eurobond markets and the market infrastructure for adopting such rates, could result in reduced liquidity or increased volatility, or could otherwise adversely affect the market price of any such Notes issued under the Programme from time to time.

Furthermore, the Rate of Interest on Notes which reference a backwards-looking risk-free rate is only capable of being determined immediately prior to the relevant Interest Payment Date. It may be difficult for investors in Notes which reference such risk-free rates to estimate reliably the amount of interest which will be payable on such Notes, and some investors may be unable or unwilling to trade such Notes without changes to their IT systems, both of which factors could adversely impact the liquidity of such Notes. Further, in contrast to Notes linked to interbank offered rates, if Notes referencing backwards-looking rates become due and payable as a result of an Event of Default under Condition 10 (*Events of Default and Enforcement*), or are otherwise redeemed early on a date which is not an Interest Payment Date, the final Rate of Interest payable in respect of such Notes shall only be determined by reference to a shortened period ending immediately prior to the date on which the Notes become due and payable or are scheduled for redemption.

In addition, the manner of adoption or application of risk-free rates in the Eurobond markets may differ materially when compared with the application and adoption of the same risk-free rates for the same currencies in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of risk-free rates across these markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Notes referencing such risk-free rates.

***The administrator of SOFR or any related indices may make changes that could change the value of SOFR or any related index, or discontinue SOFR or any related index.***

The Federal Reserve Bank of New York (or its successors) as administrator SOFR (and the SOFR Compounded Index) may make methodological or other changes that could change the value of these risk-free rates and/or indices, including changes related to the method by which such risk-free rate is calculated, eligibility criteria applicable to the transactions used to calculate SOFR, or timing related to the publication of SOFR or any related indices. In addition, the administrator may alter, discontinue or suspend calculation or dissemination of SOFR or any related index (in which case a fallback method of determining the interest rate on the Notes will apply). The administrator has no obligation to consider the interests of Noteholders when calculating, adjusting, converting, revising or discontinuing any such risk-free rate.

Investors should carefully consider these matters when making their investment decision with respect to any such Notes.



***Notes which are issued at a substantial discount or premium may experience price volatility in response to changes in market interest rates.***

The market value of any specific Series of Notes issued at a substantial discount (such as Zero Coupon Notes) or premium to their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for more conventional interest-bearing securities. Usually, the longer the remaining term of such securities, the greater the price volatility as compared to more conventional interest-bearing securities with comparable maturities. Any such price volatility may have an adverse effect on the market value of any specific Series of Notes issued at a substantial discount or premium to their nominal amount.

***The regulation and reform of "benchmarks" may adversely affect the value of Notes linked to or referencing such "benchmarks".***

Interest rates and indices which are deemed to be "benchmarks" (including EURIBOR and STIBOR) are the subject of national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes referencing such a benchmark.

The EU Benchmarks Regulation applies, subject to certain transitional provisions, to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU. Among other things, it (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities of benchmarks of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed). Regulation (EU) 2016/1011 as it forms part of domestic law by virtue of the EUWA (the **UK Benchmarks Regulation**) among other things, applies to the provision of benchmarks and the use of a benchmark in the UK. Similarly, it prohibits the use in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the UK Financial Conduct Authority (the **FCA**) or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed).

The EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, could have a material impact on any Notes linked to or referencing a benchmark in particular, if the methodology or other terms of the benchmark are changed in order to comply with the requirements of the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant benchmark.

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements.

The euro risk-free rate working group for the euro area has published a set of guiding principles and high level recommendations for fallback provisions in, amongst other things, new euro denominated cash products (including bonds) referencing EURIBOR. The guiding principles indicate, amongst other things, that continuing to reference EURIBOR in relevant contracts (without robust fallback provisions) may increase the risk to the euro area financial system. On 11 May 2021, the euro risk-free rate working group published its recommendations on EURIBOR fallback trigger events and fallback rates. On 4 December 2023, the working group issued its final statement, announcing completion of its mandate.

Such factors may have (without limitation) the following effects on certain benchmarks: (i) discouraging market participants from continuing to administer or contribute to a benchmark; (ii) triggering changes in the rules or methodologies used in the benchmark and/or (iii) leading to the disappearance of the benchmark. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to, referencing, or otherwise dependent (in whole or in part) upon, a benchmark.

***The occurrence of a Benchmark Event or Benchmark Transition Event, as applicable, may adversely affect the return on and the market value of Floating Rate Notes.***

The Terms and Conditions of the Notes provide for certain fallback arrangements in the event that a Benchmark Event or a Benchmark Transition Event, as applicable (each as defined in the Terms and Conditions) occurs in respect of the Original Reference Rate for the relevant series of Notes, including (without limitation) if an inter-bank offered rate (such as EURIBOR) or other relevant reference rate and/or any page on which such benchmark may be published (or any successor service)) becomes unavailable. Such fallback arrangements include the possibility that the rate of interest could be set by reference to a Successor Rate, an Alternative Rate or a Benchmark Replacement (each as defined in the Terms and Conditions), together with the application of an Adjustment Spread or Benchmark Replacement Adjustment (each as

defined in the Terms and Conditions) (which could be positive or negative or zero) and may include amendments to the Terms and Conditions of the Notes to ensure the proper operation of the new benchmark, all as determined by an Independent Adviser acting in good faith and as more fully described at Condition 5.2(f). It is possible that the adoption of a Successor Rate, Alternative Rate or Benchmark Replacement, including any Adjustment Spread or Benchmark Replacement Adjustment, may result in any Notes linked to or referencing an Original Reference Rate performing differently (which may include payment of a lower Rate of Interest) than they would if the Original Reference Rate were to continue to apply in its current form. There is also a risk that the relevant fallback provisions may not operate as expected or intended at the relevant time.

Furthermore, in certain circumstances the ultimate fallback for the purposes of calculation of the rate of interest for a particular Interest Period may result in the rate of interest for the last preceding Interest Period being used. This may result in the effective application of a fixed rate based on the rate for Floating Rate Notes which was observed on the Relevant Screen Page applied in the previous period when the Original Reference Rate was available (as further described in Condition 5.2 (*Interest – Interest on Floating Rate Notes*)).

Any such consequences could have a material adverse effect on the value of and return on any such Floating Rate Notes. Moreover, any of the foregoing or any other significant change to the setting or existence of any relevant reference rate could affect the ability of the Issuer to meet its obligations under the Floating Rate Notes or could have an adverse effect on the value or liquidity of, and return on, any Floating Rate Notes. Investors should consider these matters when making their investment decision with respect to the relevant Floating Rate Notes.

### **Risks Related to the Notes Generally**

Set out below is a description of material risks relating to the Notes generally:

***The Terms and Conditions of the Notes contain provisions which may permit their modification without the consent of all investors.***

The Terms and Conditions of the Notes contain provisions for calling meetings (including by way of conference call or by way of a videoconference platform) of Noteholders to consider and vote upon matters affecting their interests generally, or to pass resolutions in writing or through the use of electronic consents. These provisions permit defined majorities to bind all Noteholders including (i) Noteholders who did not attend and vote at the relevant meeting or, as the case may be, did not sign the written resolution or give their consent electronically, and (ii) those Noteholders who voted in a manner contrary to the majority.

***A change in the controlling ownership of the Issuer could result in the requirement for the Issuer to repay under the terms of its existing financing agreements and Notes issued under the Programme and adversely affect its ability to secure subsequent refinancing.***

The terms and conditions of the Issuer's EUR 500,000,000 0.750 per cent. Notes due 2028 (issued in March 2021, the **Existing Notes**) provide that holders of the Existing Notes are entitled to early redemption if a person (other than the State of Finland) or a group of persons acting together (i) acquire the beneficial ownership (directly or indirectly) of more than 50 per cent. of the voting share capital or the issued share capital of the Issuer or (ii) become capable of appointing the majority of the board of directors of the Issuer. For Notes issued under the Programme, there is a similar provision set out at Condition 7.6 of the Terms and Conditions of the Notes, which provides for a change of control where one or more persons acting together acquire shares representing more than 50 per cent. of the voting capital in the Issuer and includes the added requirement for a downgrade in the Issuer's credit rating following the relevant change of control before Noteholders are entitled to early redemption. Given this difference in the change of control event and the additional credit rating downgrade requirement, there is a risk to Noteholders that holders of the Existing Notes may exercise their right to repayment ahead of Noteholders in the event that the change of control under the Programme is not triggered or there has not been a credit rating downgrade following a change in controlling ownership of the Issuer. This could result in the claim for repayment by Noteholders on a subsequent winding up of the Issuer being prejudiced as other unsecured holders of the Existing Notes may have been repaid prior to the Noteholders' claim, thereby reducing the assets available to the Issuer to satisfy such claim by the Noteholders.

***The value of the Notes could be adversely affected by a change in English law or administrative practice.***

The Terms and Conditions of the Notes and any non-contractual obligations arising out of or in connection with them are based on English law in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of this Base Prospectus and any such change could materially adversely impact the value of any Notes affected by it.

***A judgment entered against the Issuer in English court may not be recognised or enforceable in Finland.***

The Issuer has submitted to the jurisdiction of the courts of England in the Terms and Conditions of the Notes. As at the date of this Base Prospectus, the UK and Finland have entered into the Hague Convention of 30 June 2005 on Choice of Court Agreements, however due to the non-exclusivity of the jurisdiction of English courts under the Terms and Conditions of the Notes, the Hague Convention is not applicable. As a result, a final judgment in civil or commercial matters relating to the Notes obtained in the courts of England against the Issuer may, in principle, neither be recognised nor enforceable in Finland. However, if a Noteholder brings a new action in a competent court in Finland, the final judgment rendered in an English court may be submitted to the Finnish court, but may only be regarded as evidence of the outcome of the dispute to which such judgment relates, and the Finnish court has full discretion to rehear the dispute ab initio.

On 12 January 2024, the UK signed the Hague Convention of 2 July 2019 on the Recognition and Enforcement of Foreign Judgments in Civil or Commercial Matters (**Hague 2019**), which will come into force 12 months after ratification by the UK. Hague 2019 provides for the mutual enforcement of judgments between the UK and the other contracting states, including EU member states, in proceedings started after Hague 2019 comes into force in the UK. Asymmetric and non-exclusive jurisdiction clauses will be covered by Hague 2019, and will apply to judgments given in proceedings initiated after Hague 2019 comes into effect regardless of when the agreement was made.

Until the entry into force in the UK of Hague 2019, any retrial on a judgment's merits could significantly delay or prevent the enforcement by Noteholders of the Issuer's obligations under the Notes.

***Investors who hold less than the minimum Specified Denomination may be unable to sell their Notes and may be adversely affected if definitive Notes are subsequently required to be issued.***

In relation to any issue of Notes which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts in excess of the minimum Specified Denomination that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in their account with the relevant clearing system would not be able to sell the remainder of such holding without first purchasing a principal amount of Notes at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination. Further, a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in their account with the relevant clearing system at the relevant time may not receive a definitive Note in respect of such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination.

If such Notes in definitive form are issued, holders should be aware that definitive Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

***Notes issued as Green Bonds with a specific use of proceeds may not meet investor expectations or requirements.***

The Final Terms relating to any specific Tranche of Notes may provide that it will be the Issuer's intention to apply an amount equal to the net proceeds from an offer of those Notes specifically for the financing or refinancing of assets and/or projects which fall within the 'Eligible Assets and Projects' categories set out in the Issuer's Framework. Prospective investors should have regard to the information in the applicable Final Terms regarding such use of proceeds and must determine for themselves the relevance of such information for the purpose of any investment in such Notes together with any other investigation such investor deems necessary.

In particular, no assurance is given by the Issuer, the Arranger or any of the Dealers that the use of such proceeds for any Eligible Assets and Projects will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates (in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses, the subject of or related to, the relevant Eligible Assets and Projects). Furthermore, it should be noted that the definition (legal, regulatory or otherwise) of, or market consensus as to what constitutes or may be classified as, a "green" or "sustainable" or an equivalently labelled project or investment that may finance such project is evolving. On 10 May 2023, the Council of the European Union formally adopted the consolidated text of the Regulation of the European Parliament and of the Council on European Green Bonds (the **EU Green Bond Regulation**) which, among other things, established a voluntary label for European green bonds and lays down uniform requirements for issuers that wish to use the designation European Green Bond or 'EuGB' label and the conditions for external review of bonds using such label. It also creates an alternative voluntary approach to sustainability disclosures for bonds not using the label but marketed as environmentally sustainable or sustainability-linked bonds. The EU Green Bond Regulation entered into force on 20 December 2023, and is expected to be applicable from 21 December 2024. Thus, whilst progress is being made towards the development of a clear definition, consensus or label as to what constitutes a "green", "sustainable" or other

equivalently labelled bond, there can be no assurance that any Green Bonds or any Eligible Assets and Projects will comply with such definition, market consensus or label.

In addition, no assurance can be given by the Issuer, the Arranger, any Dealer or any other person to investors that any Green Bonds will comply with any future standards or requirements regarding any "green", "sustainable", "social", "environmental", or similar performance objectives (including Regulation (EU) 2020/852 on the establishment of a framework to facilitate sustainable investment (the so called EU Taxonomy) including the supplemental delegated regulations related thereto, the EU Green Bond Regulation, Regulation (EU) 2019/2088 on sustainability-related disclosures in the financial services sector and any implementing legislation and guidelines, or any similar legislation in the UK) and, accordingly, the status of any Notes as being "green", "social", "environmental", "sustainable" (or equivalent) could be withdrawn at any time. Any Green Bonds issued under the Programme will not be compliant with the EU Green Bond Regulation and are only intended to comply with the requirements and processes in the Framework. It is not clear if the establishment of the 'EuGB' label and the optional disclosures regime for bonds issued as "environmentally sustainable" under the European Green Bond Regulation could have an impact on investor demand for, and pricing of, green use of proceeds bonds that do not comply with the requirements of the 'EuGB' label or the optional disclosures regime, such as the Green Bonds issued under this Programme. It could result in reduced liquidity or lower demand or could otherwise affect the market price of any Green Bonds issued under this Programme that do not comply with those standards proposed under the European Green Bond Regulation.

Whilst it is the intention of the Issuer to apply an amount equal to the net proceeds of any Notes so specified for Eligible Assets and Projects in, or substantially in, the manner described in the applicable Final Terms, there is no contractual obligation to do so. There can be no assurance that the relevant project(s) or use(s) the subject of, or related to, any Eligible Assets and Projects will be available or capable of being implemented in, or substantially in, such manner and/or in accordance with any timeframe anticipated and, accordingly, that such proceeds will be totally or partially disbursed for such Eligible Assets and Projects as intended. Nor can there be any assurance that such Eligible Assets and Projects will be completed within any specified period or at all or with the results or outcomes (environmental, social or otherwise) as originally expected or anticipated by the Issuer.

Any event or failure to apply an amount equal to the net proceeds of any issue of Notes for any Eligible Assets and Projects as aforesaid and/or withdrawal of any such opinion, report or certification (as discussed in "*No assurance of suitability or reliability of any Second Party Opinion or any other opinion, report or certification of any third party relating to any Green Bonds*" below) or any such opinion, report or certification attesting that the Issuer is not complying in whole or in part with any matters for which such opinion, report or certification is opining, reporting or certifying on and/or any such Notes no longer being listed or admitted to trading on any stock exchange or securities market as aforesaid may have a material adverse effect on the value of such Notes and also potentially the value of any other Notes which are intended to finance Eligible Assets and Projects and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose however no such event will constitute an Event of Default or breach of contract with respect to any of the Notes issued as Green Bonds or otherwise result in the Notes being redeemed prior to their maturity date.

The Issuer does not undertake to ensure that there are at any time sufficient Eligible Assets and Projects to allow for allocation of a sum equal to the net proceeds of the issue of such Green Bonds in full.

Each prospective investor should have regard to the factors described in the Framework and the relevant information contained in this Base Prospectus and seek advice from their independent financial adviser or other professional adviser regarding its purchase of any Green Bonds before deciding to invest. The Framework may be subject to review and change and may be amended, updated, supplemented, replaced and/or withdrawn from time to time (though the Issuer is under no obligation to do so) and any subsequent version(s) may differ from any description given in this Base Prospectus. The Framework does not form part of, nor is incorporated by reference in, this Base Prospectus.

***No assurance of suitability or reliability of any Second Party Opinion or any other opinion, report or certification of any third party relating to any Green Bonds.***

The Second Party Opinion provides an opinion on certain environmental and related considerations is a statement of opinion, not a statement of fact. No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of any opinion, report or certification of any third party (whether or not solicited by the Issuer) which may be made available in connection with the issue of any Notes and in particular with any Eligible Assets and Projects to fulfil any environmental, sustainability, social and/or other criteria.

For the avoidance of doubt, any such opinion, report or certification is not, nor shall be deemed to be, incorporated in and/or form part of this Base Prospectus. Any such opinion, report or certification is not intended to address any credit, market or other aspects of any investment in any Note, including without limitation market price, marketability, investor preference or suitability of any security or any other factors that may affect the value of the Notes and is not, nor should be deemed to be, a recommendation by the Issuer, the Arranger or any of the Dealers or any other person to buy, sell or hold

any such Notes. Any such opinion, report or certification is only current as of the date that such opinion, report or certification was initially issued. Prospective investors must determine for themselves the relevance of any such opinion, report or certification and/or the information contained therein and/or the provider of such opinion, report or certification for the purpose of any investment in such Notes. The criteria and/or considerations that formed the basis of the Second Party Opinion and any other such opinion, report or certification may change at any time and the Second Party Opinion may be amended, updated, supplemented, replaced and/or withdrawn. Any withdrawal of any such opinion or certification may have a material adverse effect on the value of any Green Bonds in respect of which such opinion or certification is given and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose. Currently, the providers of such opinions, reports and certifications are not subject to any specific regulatory or other regime or oversight. Investors in such Notes shall have no recourse against the Issuer, the Arranger or the Dealers or the provider of any such opinion, report or certification for its contents.

***No assurance that Green Bonds will be admitted to trading on any dedicated "green", "sustainable", "social" (or similar) segment of any stock exchange or market, or that any admission obtained will be maintained.***

In the event that any such Notes are listed or admitted to trading on any dedicated "green", "environmental", "sustainable" or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the Issuer, the Arranger or any of the Dealers or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses, the subject of or related to, any Eligible Assets and Projects. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. Nor is any representation or assurance given or made by the Issuer, the Arranger or any of the Dealers or any other person that any such listing or admission to trading will be obtained in respect of any such Notes or, if obtained, that any such listing or admission to trading will be maintained during the life of the Notes.

If any of the risks outlined in this risk factor materialise this may have a material adverse effect on the value of such Notes and/or may have consequences for certain investors with portfolio mandates to invest in green assets (which consequences may include the need to sell the Notes as a result of the Notes not falling within the investor's investment criteria or mandate).

***Green Bonds are not linked to the performance of the Eligible Assets and Projects, do not benefit from any arrangements to enhance the performance of the Notes or any contractual rights derived solely from the intended use of proceeds of such Notes.***

Whilst it is the intention of the Issuer to apply an amount equal to the net proceeds of any Notes so specified for Eligible Assets and Projects in, or substantially in, the manner described in the applicable Final Terms, there can be no assurance that the relevant intended project(s) or use(s) the subject of, or related to, any Eligible Assets and Projects will be capable of being implemented in or substantially in such manner and/or in accordance with any timing schedule and that accordingly such proceeds will be totally or partially disbursed for such Eligible Assets and Projects. Nor can there be any assurance that such Eligible Assets and Projects will be completed within any specified period or at all or with the results or outcome (whether or not related to the environment) as originally expected or anticipated by the Issuer. Any such event or failure by the Issuer will not constitute an Event of Default under the Notes, or give the Noteholders any right to require redemption of its Notes.

The performance of the Green Bonds is not linked to the performance of the relevant Eligible Assets and Projects or the performance of the Issuer in respect of any environmental or similar targets. There will be no segregation of assets and liabilities in respect of the Green Bonds and the Eligible Assets and Projects. Consequently, neither payments of principal and/or interest on the Green Bonds nor any rights of Noteholders shall depend on the performance of the relevant Eligible Assets and Projects or the performance of the Issuer in respect of any such environmental or similar targets. Holders of any Green Bonds shall have no preferential rights or priority against the assets of any Eligible Assets and Projects nor benefit from any arrangements to enhance the performance of the Notes.

### **Risks Related to the Market Generally**

Set out below is a description of material market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

***An active secondary market in respect of the Notes may never be established or may be illiquid and this would adversely affect the value at which an investor could sell their Notes.***

Notes may have no established trading market when issued, and one may never develop. If a market for the Notes does develop, it may not be very liquid. If a Tranche of Notes is issued to a single investor or a limited number of investors, this

may result in an even more illiquid or volatile market in such Notes. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities.

***If an investor holds Notes which are not denominated in the investor's home currency, they will be exposed to movements in exchange rates adversely affecting the value of their holding. In addition, the imposition of exchange controls in relation to any Notes could result in an investor not receiving payments on those Notes.***

The Issuer will pay principal and interest on the Notes in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the **Investor's Currency**) other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency equivalent value of the principal payable on the Notes and (3) the Investor's Currency equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate or the ability of the Issuer to make payments in respect of the Notes. As a result, investors may receive less interest or principal than expected, or no interest or principal.

***The value of Fixed Rate Notes may be adversely affected by movements in market interest rates.***

Investment in Fixed Rate Notes involves the risk that if market interest rates subsequently increase above the rate paid on the Fixed Rate Notes, this will adversely affect the value of the Fixed Rate Notes.

***Credit ratings assigned to the Issuer or any Notes may not reflect all the risks associated with an investment in those Notes.***

One or more independent credit rating agencies may assign credit ratings to the Issuer or the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the rating agency at any time.

In general, European regulated investors are restricted under the EU CRA Regulation from using credit ratings for regulatory purposes in the EEA, unless such ratings are issued by a credit rating agency established in the EEA and registered under the EU CRA Regulation (and such registration has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). Such general restriction will also apply in the case of credit ratings issued by third country credit rating agencies, unless the relevant credit ratings are endorsed by an EEA-registered credit rating agency or the relevant third country credit rating agency is certified in accordance with the EU CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). The list of registered and certified rating agencies published by ESMA on its website in accordance with the EU CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list.

Investors regulated in the UK are subject to similar restrictions under the UK CRA Regulation. As such, UK regulated investors are required to use for UK regulatory purposes ratings issued by a credit rating agency established in the UK and registered under the UK CRA Regulation. In the case of ratings issued by third country non-UK credit rating agencies, third country credit ratings can either be: (a) endorsed by a UK registered credit rating agency; or (b) issued by a third country credit rating agency that is certified in accordance with the UK CRA Regulation. Note this is subject, in each case, to (a) the relevant UK registration, certification or endorsement, as the case may be, not having been withdrawn or suspended, and (b) transitional provisions that apply in certain circumstances.

If the status of the rating agency rating the Notes changes for the purposes of the EU CRA Regulation or the UK CRA Regulation, relevant regulated investors may no longer be able to use the rating for regulatory purposes in the EEA or the UK, as applicable, and the Notes may have a different regulatory treatment, which may impact the value of the Notes and their liquidity in the secondary market. Certain information with respect to the credit rating agencies and ratings is set out on the cover of this Base Prospectus.

## DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published shall be incorporated in, and form part of, this Base Prospectus:

- (a) The Issuer's unaudited consolidated financial statements as at, and for the six months ended 30 June 2024, prepared in accordance with IFRS as set out on the following pages of Neste's "Half-Year Financial Report January – June 2024" (the **2024 Half-Year Report**):

President and CEO Matti Lehmus, except for the paragraphs titled "Market Outlook for 2024", Pages 1 – 2  
"Guidance for 2024 Specified" and "Additional Information" on page 2

Key Figures Page 4

The Group's Second-Quarter 2024 Results Page 5

The Group's January–June 2024 Results Page 5

Segment Reviews Pages 8 – 13

Shares, Share Trading, and Ownership Page 13

Personnel Page 13

Financial Statements Summary and Notes to The Financial Statements Pages 18 – 32

This document is available for viewing on the following website:

<https://www.neste.com/files/pdf/E92573313A8DAF0A-wkr0006.pdf>

- (b) The Issuer's audited consolidated financial statements (including the auditors' report thereon and notes thereto) extracted from the Issuer's annual report in respect of the financial year ended 31 December 2023 (the **2023 Annual Report**) as set out on the following pages of the 2023 Annual Report:

Consolidated Statement of Income Page 178

Consolidated Statement of Comprehensive Income Page 178

Consolidated Statement of Financial Position Page 179

Consolidated Cash Flow Statement Page 180

Consolidated Statement of Changes in Equity Page 181

Notes to the Consolidated Financial Statements Pages 182 – 236

Parent Company Income Statement Page 237

Parent Company Balance Sheet Page 237

Parent Company Cash Flow Statement Page 238

Notes to the Parent Company Financial Statements Pages 239 – 257

Auditor's Report Pages 259 – 262

This document is available for viewing on the following website:

[https://www.neste.com/files/pdf/5pSrq2XvklFNL6GU1cPFNY-Neste\\_Annual\\_Report\\_2023.pdf](https://www.neste.com/files/pdf/5pSrq2XvklFNL6GU1cPFNY-Neste_Annual_Report_2023.pdf)

- (c) The Issuer's audited consolidated financial statements (including the auditors' report thereon and notes thereto) extracted from the Issuer's annual report in respect of the financial year ended 31 December 2022 (the **2022 Annual Report**) as set out on the following pages of the 2022 Annual Report:

Consolidated Statement of Income Page 178

Consolidated Statement of Comprehensive Income Page 178

Consolidated Statement of Financial Position	Page 179
Consolidated Cash Flow Statement	Page 180
Consolidated Statement of Changes in Equity	Page 181
Notes to the Consolidated Financial Statements	Pages 182 – 239
Parent Company Income Statement	Page 240
Parent Company Balance Sheet	Page 240
Parent Company Cash Flow Statement	Page 241
Notes to the Parent Company Financial Statements	Pages 242 – 256
Auditor's Report	Pages 258 – 261

This document is available for viewing on the following website:

*[www.neste.com/sites/neste.com/files/release\\_attachments/wkr0006\\_5.pdf](http://www.neste.com/sites/neste.com/files/release_attachments/wkr0006_5.pdf)*

- (d) the terms and conditions of the Notes contained in the previous Base Prospectus dated 6 March 2023, pages 38 – 72 (inclusive), prepared by the Issuer in connection with the Programme. This document is available for viewing on the following website:

*[www.neste.com/files/pdf/11N24WHWMh6cJ7bRnEWD3l-neste\\_emtn\\_programme\\_establishment\\_2023\\_base\\_prospectus.pdf](http://www.neste.com/files/pdf/11N24WHWMh6cJ7bRnEWD3l-neste_emtn_programme_establishment_2023_base_prospectus.pdf)*

Following the publication of this Base Prospectus a supplement may be prepared by the Issuer and approved by the Central Bank of Ireland in accordance with Article 23 of the Prospectus Regulation. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus or in a document which is incorporated by reference in this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

Any documents themselves incorporated by reference in the documents incorporated by reference in this Base Prospectus shall not form part of this Base Prospectus.

The Issuer will, in the event of any significant new factor, material mistake or material inaccuracy relating to information included in this Base Prospectus which may affect the assessment of any Notes, prepare a supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent issue of Notes.



## FORM OF THE NOTES

The Notes of each Series will be in either bearer form, with or without interest coupons attached, or registered form, without interest coupons attached. Notes will be issued outside the United States in reliance on Regulation S.

### **Bearer Notes**

Each Tranche of Bearer Notes will be in bearer form and will initially be issued in the form of a temporary global note (a **Temporary Bearer Global Note**) or, if so specified in the applicable Final Terms, a permanent global note (a **Permanent Bearer Global Note**) and, together with a Temporary Bearer Global Note, each a **Bearer Global Note**) which, in either case, will:

- (a) if the Bearer Global Notes are intended to be issued in new global note (NGN) form, as stated in the applicable Final Terms, be delivered on or prior to the original issue date of the Tranche to a common safekeeper (the **Common Safekeeper**) for Euroclear Bank SA/NV (**Euroclear**) and Clearstream Banking S.A. (**Clearstream, Luxembourg**); and
- (b) if the Bearer Global Notes are not intended to be issued in NGN Form, be delivered on or prior to the original issue date of the Tranche to a common depositary (the **Common Depositary**) for Euroclear and Clearstream, Luxembourg.

Where the Bearer Global Notes issued in respect of any Tranche are in NGN form, the applicable Final Terms will also indicate whether such Bearer Global Notes are intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the Bearer Global Notes are to be so held does not necessarily mean that the Bearer Notes of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any times during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria. The Common Safekeeper for NGNs will either be Euroclear or Clearstream, Luxembourg or another entity approved by Euroclear and Clearstream, Luxembourg.

Whilst any Bearer Note is represented by a Temporary Bearer Global Note, payments of principal, interest (if any) and any other amount payable in respect of the Notes due prior to the Exchange Date (as defined below) will be made (against presentation of the Temporary Bearer Global Note if the Temporary Bearer Global Note is not intended to be issued in NGN form) only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in the Temporary Bearer Global Note are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Principal Paying Agent.

On and after the date (the **Exchange Date**) which is 40 days after a Temporary Bearer Global Note is issued, interests in such Temporary Bearer Global Note will be exchangeable (free of charge) upon a request as described therein for (interests in a Permanent Bearer Global Note of the same Series against certification of beneficial ownership as described above unless such certification has already been given. The holder of a Temporary Bearer Global Note will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Bearer Global Note for an interest in a Permanent Bearer Global Note is improperly withheld or refused.

Payments of principal, interest (if any) or any other amounts on a Permanent Bearer Global Note will be made through Euroclear and/or Clearstream, Luxembourg (against presentation or surrender (as the case may be) of the Permanent Bearer Global Note if the Permanent Bearer Global Note is not intended to be issued in NGN form) without any requirement for certification.

The applicable Final Terms will specify that a Permanent Bearer Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Bearer Notes with, where applicable, interest coupons and talons attached upon the occurrence of an Exchange Event. For these purposes, **Exchange Event** means that (i) an Event of Default (as defined in Condition 10 (*Events of Default and Enforcement*)) has occurred and is continuing, (ii) the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available or (iii) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Permanent Bearer Global Note in definitive form. The Issuer will promptly give notice to Noteholders in accordance with Condition 14 (*Notices*) if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Bearer Global Note) may give notice to the Principal Paying Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the Issuer may also give notice to the Principal Paying Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Principal Paying Agent.

The following legend will appear on all Bearer Notes (other than Temporary Bearer Global Notes) with an original maturity of more than one year, and interest coupons and talons relating to such Notes where TEFRA D is specified in the applicable Final Terms:

"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."

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Bearer Notes or interest coupons or talons and will not be entitled to capital gains treatment in respect of any gain on any sale, disposition, redemption or payment of principal in respect of Bearer Notes or interest coupons or talons.

Notes which are represented by a Bearer Global Note will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be.

### Registered Notes

The Registered Notes of each Tranche will initially be represented by a global note in registered form (a **Registered Global Note**).

Registered Global Notes will be deposited with a common depository or, if the Registered Global Notes are to be held under the new safe-keeping structure (the **NSS**), a common safekeeper, as the case may be for Euroclear and Clearstream, Luxembourg, and registered in the name of the nominee for the Common Depository of, Euroclear and Clearstream, Luxembourg or in the name of a nominee of the common safekeeper as specified in the applicable Final Terms. Persons holding beneficial interests in Registered Global Notes will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Notes in fully registered form. Where the Registered Global Notes issued in respect of any Tranche is intended to be held under the NSS, the applicable Final Terms will indicate whether or not such Registered Global Notes are intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the Registered Global Notes are to be so held does not necessarily mean that the Notes of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any time during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria. The common safekeeper for a Registered Global Note held under the NSS will either be Euroclear or Clearstream, Luxembourg or another entity approved by Euroclear and Clearstream, Luxembourg.

Payments of principal, interest and any other amount in respect of the Registered Global Notes will, in the absence of provision to the contrary, be made to the person shown on the Register (as defined in Condition 6.4 (*Payments – Payments in respect of Registered Notes*)) as the registered holder of the Registered Global Notes. None of the Issuer, any Paying Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of the Registered Notes in definitive form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 6.4 (*Payments – Payments in respect of Registered Notes*)) immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Registered Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Registered Notes without interest coupons or talons attached only upon the occurrence of an Exchange Event. For these purposes, **Exchange Event** means that (i) an Event of Default has occurred and is continuing, (ii) in the case of Notes registered in the name of a nominee for a Common Depository or a Common Safekeeper for Euroclear and Clearstream, Luxembourg, the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system is available or (iii) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Registered Global Note in definitive form. The Issuer will promptly give notice to Noteholders in accordance with Condition 14 (*Notices*) if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg or any person acting on their behalf (acting on the instructions of any holder of an interest in such Registered Global Note) may give notice to the Registrar requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the Issuer may also give notice to the Registrar requesting exchange. Any such exchange shall occur not later than 10 days after the date of receipt of the first relevant notice by the Registrar.

No beneficial owner of an interest in a Registered Global Note will be able to transfer such interest, except in accordance with the applicable procedures of Euroclear and Clearstream, Luxembourg, in each case to the extent applicable.

## General

Pursuant to the Agency Agreement (as defined under "*Terms and Conditions of the Notes*"), the Principal Paying Agent shall arrange that, where a further Tranche of Notes is issued which is intended to form a single Series with an existing Tranche of Notes at a point after the Issue Date of the further Tranche, the Notes of such further Tranche shall be assigned a common code and ISIN which are different from the common code and ISIN assigned to Notes of any other Tranche of the same Series until such time as the Tranches are consolidated and form a single Series, which shall not be prior to the expiry of the distribution compliance period (as defined in Regulation S under the Securities Act) applicable to the Notes of such Tranche.

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms.

A Note may be accelerated by the holder thereof in certain circumstances described in Condition 10 (*Events of Default and Enforcement*). In such circumstances, where any Note is still represented by a Global Note and the Global Note (or any part thereof) has become due and repayable in accordance with the Terms and Conditions of such Notes and payment in full of the amount due has not been made in accordance with the provisions of the Global Note then from 8.00 p.m. (London time) on such day holders of interests in such Global Note credited to their accounts with Euroclear and/or Clearstream, Luxembourg as the case may be, will become entitled to proceed directly against the Issuer on the basis of statements of account provided by Euroclear and/or Clearstream, Luxembourg on and subject to the terms of a deed of covenant (the **Deed of Covenant**) dated 6 March 2023 and executed by the Issuer.

The Issuer may agree with any Dealer that Notes may be issued in a form not contemplated by the Terms and Conditions of the Notes, in which event, a new Base Prospectus will be made available which will describe the effect of the agreement reached in relation to such Notes.

## APPLICABLE FINAL TERMS

**[PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**). For these purposes, a **retail investor** means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the **Prospectus Regulation**). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]

**[PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (**UK**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (**EUWA**); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (**FSMA**) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the **UK PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]

**[MiFID II product governance / Professional investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, **MiFID II**)] [**MiFID II**]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

**[UK MiFIR product governance / Professional investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook, and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the [European Union (Withdrawal) Act 2018]/[**EUWA**] (**UK MiFIR**); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any [distributor]/[person subsequently offering, selling or recommending the Notes (a **distributor**)] should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

**[Singapore Securities and Futures Act Product Classification** – Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the **SFA**) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the **CMP Regulations 2018**), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA) that the Notes are [prescribed capital markets products]/[capital markets products other than prescribed capital markets products] (as defined in the CMP Regulations 2018) and [are] [Excluded]/[Specified] Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).]<sup>1</sup>

<sup>1</sup> Delete where the Notes are not offered to Singapore investors. Relevant Dealer(s) to consider whether it / they have received the necessary product classification from the Issuer prior to the launch of the offer, pursuant to Section 309B of the SFA.

[Date]

**Neste Corporation**

**Legal Entity Identifier (LEI): 5493009GY1X8GQ66AM14**

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes] [Green Bonds]  
under the €2,500,000,000  
Euro Medium Term Note Programme**

**PART A – CONTRACTUAL TERMS**

Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions of the Notes (the **Conditions**) set forth in the Base Prospectus dated 12 September 2024 [and the supplement[s] to it dated [date] [and [date]]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the **Base Prospectus**). [This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Base Prospectus in order to obtain all the relevant information.]<sup>2</sup> The Base Prospectus has been published on the website of the Irish Stock Exchange plc trading as Euronext Dublin (**Euronext Dublin**) at [www.euronext.com/en/markets/dublin](http://www.euronext.com/en/markets/dublin).

*[The following alternative language applies if the first tranche of an issue which is being increased was issued under an Base Prospectus with an earlier date.]*

[Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions of the Notes (the **Conditions**) set forth in the Base Prospectus dated 6 March 2023 [and the supplement to it dated [date] [and [date]]] which are incorporated by reference in the Base Prospectus dated 12 September 2024. This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Base Prospectus dated 12 September 2024 [and the supplement[s] to it dated [date] [and [date]]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the **Base Prospectus**) including the Conditions incorporated by reference in the Base Prospectus, in order to obtain all the relevant information. The Base Prospectus has been published on the website of the Irish Stock Exchange plc trading as Euronext Dublin (**Euronext Dublin**) at [www.euronext.com/en/markets/dublin](http://www.euronext.com/en/markets/dublin).]

*[Include whichever of the following apply or specify as "Not Applicable". Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs (in which case the subparagraphs of the paragraphs which are not applicable can be deleted). Italics denote directions for completing the Final Terms.]*

*[If the Notes have a maturity of less than one year from the date of their issue, the minimum denomination may need to be £100,000 or its equivalent in any other currency.]*

- |    |     |  |   |
|----|-----|--|---|
| 1. | (a) | Issuer:  | Neste Corporation   |
| 2. | (a) | Series Number:   | [ ]   |
|    | (b) | Tranche Number:  | [ ]   |
|    | (c) | Date on which the Notes will be consolidated and form a single Series: | [The Notes will be consolidated and form a single Series with <i>[identify earlier Tranches]</i> on [the Issue Date/the date that is 40 days after the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 25 below, which is expected to occur on or about [date]] [Not Applicable] |
| 3. |     | Specified Currency or Currencies:                                      | [ ]   |
| 4. |     | Aggregate Nominal Amount:  |   |
|    | (a) | Series:  | [ ]   |
|    | (b) | Tranche:   | [ ]   |

<sup>2</sup> Delete where the Notes are neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Regulation.

5. Issue Price: [ ] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (if applicable)]
6. (a) Specified Denominations: [ ]
- (N.B. Notes must have a minimum denomination of €100,000 (or equivalent))*
- (Note – where Bearer multiple denominations above €100,000 or equivalent are being used the following sample wording should be followed:*
- "[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Notes in definitive form will be issued with a denomination above [€199,000].")*
- (b) Calculation Amount (in relation to calculation of interest on Notes in global form see Conditions): [ ]
- (If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)*
7. (a) Issue Date: [ ]
- (b) Interest Commencement Date: [specify/Issue Date/Not Applicable]
- (N.B. An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.)*
8. Maturity Date: *Specify date or for Floating Rate Notes – Interest Payment Date falling in or nearest to [specify month and year]*
9. Interest Basis: [[ ] per cent. Fixed Rate]  
[SOFR][[ ] month [EURIBOR/STIBOR]] +/-  
[ ] per cent. Floating Rate]  
[Zero coupon]  
(see paragraph [14]/[15]/[16] below)
10. Redemption Basis: Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at 100 per cent. of their nominal amount
11. Change of Interest Basis: *[Specify the date when any fixed to floating rate change occurs or cross refer to paragraphs 14 and 15 below and identify there][Not Applicable]*
12. Put/Call Options: [Issuer Call]  
[Issuer Par Call]  
[Investor Put]  
[Change of Control Put]  
[Clean-Up Call]  
[(see paragraph(s) [18]/[19]/[20]/[21]/[22] below)]
13. (a) Status of the Notes: Senior
- (b) Date Board approval for issuance of Notes obtained: [ ]
- (N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes)*

## PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14. Fixed Rate Note Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Rate(s) of Interest: [ ] per cent. per annum payable in arrear on each Interest Payment Date
  - (b) Interest Payment Date(s): [ ] in each year up to and including the Maturity Date
  - (c) Fixed Coupon Amount(s) (and in relation to Notes in global form see Conditions): [[ ] per Calculation Amount]
  - (d) Broken Amount(s) (and in relation to Notes in global form see Conditions): [[ ] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [ ]][Not Applicable]
  - (e) Day Count Fraction: [30/360] [Actual/Actual (ICMA)]
  - (f) Determination Date(s): [[ ] in each year][Not Applicable]  
*(Only relevant where Day Count Fraction is Actual/Actual (ICMA). In such a case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon)*
15. Floating Rate Note Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Specified Period(s)/Specified Interest Payment Dates: [ ] [, subject to adjustment in accordance with the Business Day Convention set out in (b) below/, not subject to adjustment, as the Business Day Convention in (b) below is specified to be Not Applicable]
  - (b) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention][Not Applicable]
  - (c) Additional Business Centre(s): [ ]
  - (d) Party responsible for calculating the Rate of Interest and Interest Amount: [ ] (the **Calculation Agent**)
  - (e) Screen Rate Determination:
    - Reference Rate: [Compounded Daily SOFR]  
 [Weighted Average SOFR]  
 [ ] month [EURIBOR/STIBOR]
    - Term Rate: [Applicable/Not Applicable]
    - Overnight Rate: [Applicable/Not Applicable]
      - Index Determination: [Applicable/Not Applicable]
      - Relevant Number: [[5 / [ ]] [U.S. Government Securities Business Days]/[Not Applicable]]
- (If 'Index Determination' is 'Not Applicable', delete 'Relevant Number' and complete the remaining bullets below)*

*(If 'Index Determination' is 'Applicable', insert number of days (expected to be five or greater) as the Relevant Number, and the remaining bullets below will each be 'Not Applicable')*

- D: [360/365/[ ]] / [Not Applicable]
- Observation Method: [Lag/Lock-out/Observation Shift/Not Applicable]
  - Lag Period: [5 / [ ] [U.S. Government Securities Business Days] [TARGET Business Days] [[City] Banking Days] [Not Applicable]
  - Observation Shift Period: [5 / [ ] [U.S. Government Securities Business Days] [TARGET Business Days] [[City] Banking Days] [Not Applicable]

*(NB: A minimum of 5 relevant business/banking days should be specified for the Lag Period or Observation Shift Period, unless otherwise agreed with the Calculation Agent)*

- Interest Determination Date(s): [ ]  
*(The second day on which the TARGET2 System is open prior to the start of each Interest Period if EURIBOR and second Stockholm business day prior to the start of each Interest Period if STIBOR)*
- Relevant Screen Page: [ ]  
*(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)*

- (f) Linear Interpolation: [Not Applicable/Applicable - the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]
- (g) Margin(s): [+/-][ ] per cent. per annum
- (h) Minimum Rate of Interest: [ ] per cent. per annum
- (i) Maximum Rate of Interest: [ ] per cent. per annum
- (j) Day Count Fraction: [Actual/Actual (ISDA)][Actual/Actual]  
[Actual/365 (Fixed)]  
[Actual/365 (Sterling)]  
[Actual/360]  
[30/360][360/360][Bond Basis]  
[30E/360][Eurobond Basis]  
[30E/360 (ISDA)]

16. Zero Coupon Note Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*

- (a) Accrual Yield: [ ] per cent. per annum
- (b) Reference Price: [ ]
- (c) Day Count Fraction in relation to Early Redemption Amounts: [30/360]  
[Actual/360]  
[Actual/365]



## PROVISIONS RELATING TO REDEMPTION

17. Notice periods for Condition 7.2: Minimum period: [30] days  
Maximum period: [60] days
18. Issuer Call: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Optional Redemption Date(s): [ ]
- (b) Optional Redemption Amount: [[ ] per Calculation Amount][Early Redemption Amount calculated in accordance with Condition 7.8(b)][Spens Amount][Make-whole Amount]
- (A) Reference Bond [ ]/[Not Applicable]
- (B) Redemption Margin [ ]
- (C) Quotation Time [ ]
- (c) If redeemable in part: [Not Applicable]
- (i) Minimum Redemption Amount: [ ]
- (ii) Maximum Redemption Amount: [ ]
- (d) Notice periods: Minimum period: [ ] days  
Maximum period: [ ] days  
*(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent.)*
19. Issuer Par Call: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Par Call Period: From (and including) [ ] (the **Par Call Period Commencement Date**) to (but excluding) the Maturity Date
- (b) Notice Periods: Minimum period: [ ] days  
Maximum period: [ ] days  
*(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent.)*
20. Investor Put: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Optional Redemption Date(s): [ ]
- (b) Optional Redemption Amount: [[ ] per Calculation Amount][Early Redemption Amount calculated in accordance with Condition 7.8(b)]

- (c) Notice Periods: Minimum period: [ ] days  
Maximum period: [ ] days  
*(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 clearing system business days' notice for a put) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent.)*
21. Change of Control Put [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Change of Control Redemption Amount: [[ ] per Calculation Amount][Early Redemption Amount calculated in accordance with Condition 7.8(b)]
- (b) Minimum Percentage: [ ] per cent.<sup>3</sup>
22. Clean-Up Call: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Optional Redemption Amount: [[ ] per Calculation Amount][Early Redemption Amount calculated in accordance with Condition 7.8(b)]
- (b) Minimum Percentage: [ ] per cent.<sup>4</sup>
- (c) Notice periods: Minimum period: [ ] days  
Maximum period: [ ] days  
*(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent.)*
23. Final Redemption Amount: [ ] per Calculation Amount
24. Early Redemption Amount payable on redemption for taxation reasons or on event of default: [[ ] per Calculation Amount][Condition 7.8 applies]

## GENERAL PROVISIONS APPLICABLE TO THE NOTES

25. Form of Notes:
- (a) Form: [Bearer Notes: [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes upon an Exchange Event]  
  
[Permanent Global Note exchangeable for Definitive Notes upon an Exchange Event]  
  
[Notes shall not be physically delivered in Belgium, except to a clearing system, a depository or other institution for the purpose of their immobilisation in accordance with article 4 of the Belgian Law of 14 December 2005<sup>5</sup>]

<sup>3</sup> Minimum percentage threshold amount of the aggregate principal amount of Notes which must have been redeemed before the sweep-up can be triggered.

<sup>4</sup> Minimum percentage threshold amount of the aggregate principal amount of Notes which must have been redeemed before the sweep-up can be triggered.

<sup>5</sup> Include for Notes that are to be offered in Belgium.

*(N.B. The option for an issue of Notes to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 6 includes language substantially to the following effect: "[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000].".)*

[Registered Notes:

[Global Note registered in the name of a nominee for [a common depositary for Euroclear and Clearstream, Luxembourg][a common safekeeper for Euroclear and Clearstream, Luxembourg]

(b) New Global Note: [Yes][No]

(c) New Safekeeping Structure: [Yes][No]

26. Additional Financial Centre(s): [Not Applicable/give details]  
*(Note that this paragraph relates to the date of payment and not the end dates of Interest Periods for the purposes of calculating the amount of interest, to which sub-paragraph 15(c) relates)*

27. Talons for future Coupons to be attached to Definitive Notes: [Yes, as the Notes have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made/No]

### [THIRD PARTY INFORMATION

*[[Relevant third party information] has been extracted from [specify source]. [The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [specify source], no facts have been omitted which would render the reproduced information inaccurate or misleading.]*

Signed on behalf of **Neste Corporation** as Issuer:

By: .....

*Duly authorised*

## PART B – OTHER INFORMATION

### 1. LISTING AND ADMISSION TO TRADING

- (i) Listing and Admission to trading [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the Regulated Market of Euronext Dublin and listing on the Official List of Euronext Dublin with effect from [ ].]
- [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the Regulated Market of Euronext Dublin and listing on the Official List of Euronext Dublin with effect from [ ].]
- (Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.)*
- [Not Applicable]
- (ii) Estimate of total expenses related to admission to trading: [ ]

### 2. RATINGS

- Ratings: [The Notes to be issued [[have been]/[have not been]/[are expected to be]] rated]:
- [insert details] by [insert the legal name of the relevant credit rating agency entity(ies) and associated defined terms].*
- [Each of ][defined terms] is established in the [EEA] and is registered under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**)]
- [Each of ][defined terms] is established in the United Kingdom and is registered under Regulation (EC) No. 1060/2009 (as amended) as it forms part of UK domestic law by virtue of [the European Union (Withdrawal) Act 2018]/[the EUWA] (the **UK CRA Regulation**)]
- [Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]*
- (The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*

### 3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

- [Save for the fees [of [insert relevant fee disclosure] payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. The [Manager(s)/Dealer(s)] and [its/their] affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business - Amend as appropriate if there are other interests]
- [(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation.)]*

#### 4. REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS

- (i) Reasons for the offer: [See "Use of Proceeds" in the Base Prospectus.] [The Notes are intended to be issued as Green Bonds, *[further particulars to be provided]*.]
- (ii) Estimated net proceeds: [ ]

#### 5. YIELD (*Fixed Rate Notes Only*)

- Indication of yield: [ ]
- The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

#### 6. OPERATIONAL INFORMATION

- (i) ISIN: [ ]
- (ii) Common Code: [ ]
- (iii) CFI: [See/*[include code]*<sup>6</sup>, as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
- (iv) FISN: [See/*[include code]*<sup>7</sup>, as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
- (v) Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s): [Not Applicable/*give name(s) and number(s)*]
- (vi) Delivery: Delivery [against/free of] payment
- (vii) Names and addresses of additional Paying Agent(s) (if any): [ ]
- (viii) Intended to be held in a manner which would allow Eurosystem eligibility: [Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper[, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper] *[include this text for Registered Notes which are to be held under the NSS]* and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]/
- [No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper[, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper]*[include this text for*

<sup>6</sup> The actual code should only be included where the issuer is comfortable that it is correct.

<sup>7</sup> The actual code should only be included where the issuer is comfortable that it is correct.

*Registered Notes*]. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

## 7. DISTRIBUTION

- |        |   |   |
|--------|---|---|
| (i)    | Method of distribution:   | [Syndicated/Non-syndicated]   |
| (ii)   | If syndicated, names of Managers:   | [Not Applicable/ <i>give names</i> ]  |
| (iii)  | Stabilisation Manager(s) (if any):  | [Not Applicable/ <i>give name</i> ]   |
| (iv)   | If non-syndicated, name of relevant Dealer:                               | [Not Applicable/ <i>give name</i> ]   |
| (v)    | U.S. Selling Restrictions:  | Reg. S Compliance Category 2; [TEFRA D/TEFRA C/TEFRA not applicable]  |
| (vi)   | Prohibition of Sales to EEA Retail Investors:                             | <p>[Applicable/Not Applicable]</p> <p><i>(If the Notes clearly do not constitute "packaged" products or the Notes do constitute "packaged" products and a key information document will be prepared in the EEA, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no key information document will be prepared in the EEA, "Applicable" should be specified.)</i></p> |
| (vii)  | Prohibition of Sales to UK Retail Investors:                              | <p>[Applicable/Not Applicable]</p> <p><i>(If the Notes clearly do not constitute "packaged" products or the Notes do constitute "packaged" products and a key information document will be prepared in the UK, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no key information document will be prepared in the UK, "Applicable" should be specified.)</i></p>   |
| (viii) | Singapore Sales to Institutional Investors and Accredited Investors only: | <p>[Applicable/Not Applicable]</p> <p><i>(Include this line item where Notes are offered into Singapore. Indicate "Applicable" if Notes are offered to Institutional Investors and Accredited Investors in Singapore only. Indicate "Not Applicable" if Notes are also offered to investors other than Institutional Investors and Accredited Investors in Singapore.)</i></p>                                |

## TERMS AND CONDITIONS OF THE NOTES

*The following are the Terms and Conditions of the Notes which will be incorporated by reference into each Global Note (as defined below) and each definitive Note, in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the Issuer and the relevant Dealer at the time of issue but, if not so permitted and agreed, such definitive Note will have endorsed thereon or attached thereto such Terms and Conditions. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Note and definitive Note. Reference should be made to "Applicable Final Terms" for a description of the content of Final Terms which will specify which of such terms are to apply in relation to the relevant Notes.*

This Note is one of a Series (as defined below) of Notes issued by Neste Corporation (the **Issuer**) pursuant to the Agency Agreement (as defined below).

References herein to the **Notes** shall be references to the Notes of this Series and shall mean:

- (a) in relation to any Notes represented by a global Note (a **Global Note**), units of each Specified Denomination in the Specified Currency;
- (b) any Global Note;
- (c) any definitive Notes in bearer form (**Bearer Notes**) issued in exchange for a Global Note in bearer form; and
- (d) any definitive Notes in registered form (**Registered Notes**) (whether or not issued in exchange for a Global Note in registered form).

The Notes and the Coupons (as defined below) have the benefit of an Agency Agreement (such Agency Agreement as amended and/or supplemented and/or restated from time to time, the **Agency Agreement**) dated 6 March 2023 and made between the Issuer, Citibank, N.A., London Branch as issuing and principal paying agent and agent bank (the **Principal Paying Agent**, which expression shall include any successor principal paying agent) and as transfer agent (together with the Registrar, the **Transfer Agents**, which expression shall include any additional or successor transfer agents), the other paying agents named therein (together with the Principal Paying Agent, the **Paying Agents**, which expression shall include any additional or successor paying agents) and Citibank Europe Plc as registrar (the Registrar, which expression shall include any successor registrar). The Principal Paying Agent, the Calculation Agent (if any is specified in the applicable Final Terms), the Registrar, the Paying Agents and the Transfer Agents are together referred to as the **Agents**. The final terms for this Note (or the relevant provisions thereof) are set out in Part A of the Final Terms attached to or endorsed on this Note which complete these Terms and Conditions (the **Conditions**). References to the **applicable Final Terms** are, unless otherwise stated, to Part A of the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Note.

Interest bearing definitive Bearer Notes have interest coupons (**Coupons**) and, in the case of Bearer Notes which, when issued in definitive form, have more than 27 interest payments remaining, talons for further Coupons (**Talons**) attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Registered Notes and Global Notes do not have Coupons or Talons attached on issue.

Any reference to **Noteholders** shall mean (in the case of Bearer Notes) the holders of the Notes and (in the case of Registered Notes) the persons in whose name the Notes are registered and shall, in relation to any Notes represented by a Global Note, be construed as provided below. Any reference herein to **Couponholders** shall mean the holders of the Coupons and shall, unless the context otherwise requires, include the holders of the Talons.

As used herein, **Tranche** means Notes which are identical in all respects (including as to listing and admission to trading) and **Series** means a Tranche of Notes together with any further Tranche or Tranches of Notes which (a) are expressed to be consolidated and form a single series and (b) have the same terms and conditions or terms and conditions which are the same in all respects save for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue.

The Noteholders and the Couponholders are entitled to the benefit of the Deed of Covenant (such Deed of Covenant as modified and/or supplemented and/or restated from time to time, the **Deed of Covenant**) dated 6 March 2023 and made by the Issuer. The original of the Deed of Covenant is held by the common depositary for Euroclear (as defined below) and Clearstream, Luxembourg (as defined below).

Copies of the Agency Agreement and the Deed of Covenant are (i) available for inspection during normal business hours at the specified office of each of the Paying Agents or (ii) may be provided by email to a Noteholder following their prior written request to any Paying Agents or the Issuer and provision of proof of holding and identity (in a form satisfactory to the relevant Paying Agent or the Issuer, as the case may be). If the Notes are to be admitted to trading on the regulated market of Euronext Dublin the applicable Final Terms will be published on the website of Euronext Dublin. The

Noteholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement, the Deed of Covenant and the applicable Final Terms which are applicable to them. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the Agency Agreement.

Words and expressions defined in the Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in the Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Agency Agreement and the applicable Final Terms, the applicable Final Terms will prevail.

In the Conditions, **euro** means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

## **1. FORM, DENOMINATION AND TITLE**

The Notes are in bearer form or in registered form as specified in the applicable Final Terms and, in the case of definitive Notes, serially numbered, in the currency (the **Specified Currency**) and the denominations (the **Specified Denomination(s)**) specified in the applicable Final Terms. Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination and Bearer Notes may not be exchanged for Registered Notes and *vice versa*.

This Note may be a Fixed Rate Note, a Floating Rate Note or a Zero Coupon Note, or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Final Terms.

Definitive Bearer Notes are issued with Coupons attached, unless they are Zero Coupon Notes in which case references to Coupons and Couponholders in the Conditions are not applicable.

Subject as set out below, title to the Bearer Notes and Coupons will pass by delivery and title to the Registered Notes will pass upon registration of transfers in accordance with the provisions of the Agency Agreement. The Issuer and any Agent will (except as otherwise required by law) deem and treat the bearer of any Bearer Note or Coupon and the registered holder of any Registered Note as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Global Note, without prejudice to the provisions set out in the next succeeding paragraph.

For so long as any of the Notes is represented by a Global Note held on behalf of Euroclear Bank SA/NV (**Euroclear**) and/or Clearstream Banking S.A. (**Clearstream, Luxembourg**), each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer and the Agents as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Notes, for which purpose the bearer of the relevant Bearer Global Note or the registered holder of the relevant Registered Global Note shall be treated by the Issuer and any Agent as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions **Noteholder** and **holder of Notes** and related expressions shall be construed accordingly.

Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear and/or Clearstream, Luxembourg, as the case may be. References to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in Part B of the applicable Final Terms.

## **2. TRANSFERS OF REGISTERED NOTES**

### **2.1 Transfers of interests in Registered Global Notes**

Transfers of beneficial interests in Registered Global Notes will be effected by Euroclear or Clearstream, Luxembourg, as the case may be, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of transferors and transferees of such interests. A beneficial interest in a Registered Global Note will, subject to compliance with all applicable legal and regulatory restrictions, be transferable for Notes in definitive form or for a beneficial interest in another Registered Global Note of the same series only in the authorised denominations set out in the applicable Final Terms and only in accordance with the rules and operating procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be, and in accordance with the terms and conditions specified in the Agency Agreement.



## **2.2 Transfers of Registered Notes in definitive form**

Subject as provided in paragraph 2.3 below, upon the terms and subject to the conditions set forth in the Agency Agreement, a Registered Note in definitive form may be transferred in whole or in part (in the authorised denominations set out in the applicable Final Terms). In order to effect any such transfer (a the holder or holders must (i) surrender the Registered Note for registration of the transfer of the Registered Note (or the relevant part of the Registered Note) at the specified office of any Transfer Agent, with the form of transfer thereon duly executed by the holder or holders thereof or their attorney or attorneys duly authorised in writing and (ii) complete and deposit such other certifications as may be required by the relevant Transfer Agent and (b) the relevant Transfer Agent must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request. Any such transfer will be subject to such reasonable regulations as the Issuer and the Registrar may from time to time prescribe (the initial such regulations being set out in Schedule 7 to the Agency Agreement). Subject as provided above, the relevant Transfer Agent will, within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of the relevant Transfer Agent is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail, to such address as the transferee may request, a new Registered Note in definitive form of a like aggregate nominal amount to the Registered Note (or the relevant part of the Registered Note) transferred. In the case of the transfer of part only of a Registered Note in definitive form, a new Registered Note in definitive form in respect of the balance of the Registered Note not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor.

## **2.3 Registration of transfer upon partial redemption**

In the event of a partial redemption of Notes under Condition 7 (*Redemption and Purchase*), the Issuer shall not be required to register the transfer of any Registered Note, or part of a Registered Note, called for partial redemption.

## **2.4 Costs of registration**

Noteholders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except for any costs or expenses of delivery other than by regular uninsured mail and except that the Issuer may require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration.

## **3. STATUS OF THE NOTES**

The Notes and any relative Coupons are direct, unconditional, unsubordinated and (subject to the provisions of Condition 4.1 (*Negative Pledge*)) unsecured obligations of the Issuer and rank pari passu among themselves and (save for any obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer, from time to time outstanding.

## **4. COVENANTS**

### **4.1 Negative Pledge**

So long as any of the Notes remains outstanding (as defined in the Agency Agreement) the Issuer shall not, and shall procure that none of its Principal Subsidiaries (as defined below) shall create or permit to subsist any Security Interest (as defined below), other than a Permitted Security Interest (as defined below) upon the whole or any part of its present or future undertaking, assets or revenues (including any uncalled capital) to secure (i) any Relevant Indebtedness (as defined below) or (ii) any Guarantee of Relevant Indebtedness, unless prior to or simultaneously therewith the Issuer takes any and all action necessary to ensure that its obligations under the Notes either:

- (a) are secured by the Security Interest equally and rateably with the Relevant Indebtedness or Guarantee of Relevant Indebtedness; or
- (b) have the benefit of such other Security Interest or other arrangement (whether or not it includes the giving of a Security Interest) as shall be approved by an Extraordinary Resolution (as defined in the Agency Agreement) of the Noteholders.

### **4.2 Interpretation**

For the purposes of these Conditions:

**Group** means the Issuer and its Subsidiaries, taken as a whole, from time to time;

**Guarantee of Relevant Indebtedness** means any financial obligation, directly or indirectly guaranteeing, indemnifying or otherwise assuring in any manner whatsoever any Relevant Indebtedness;

**Permitted Security Interest** means:

- (a) any Security Interest over or affecting any asset of any company which becomes a member of the Group after the issue of the Notes, where such Security Interest is created prior to the date on which such company is acquired by and becomes a member of the Group, provided that:
  - (i) such Security Interest was not created in contemplation of the acquisition of such company; and
  - (ii) the amount thereby secured has not been increased in contemplation of, or since the date of, the acquisition of such company;
- (b) any Security Interest over or affecting any asset acquired by a member of the Group after the issue of the Notes, where such Security Interest is created prior to the date of the acquisition of such asset, *provided that*:
  - (i) such Security Interest was not created in contemplation of the acquisition of such asset; and
  - (ii) the amount thereby secured has not been increased in contemplation of, or since the date of, the acquisition of such asset;
- (c) any Security Interest granted that secures Project Finance Indebtedness, provided that the property over which Security Interest is granted consists solely of the asset in relation to which such Project Finance Indebtedness is incurred and the aggregate cash flow or net cash flow (other than historic cash flow or historic net cash flow) from such asset.

**Principal Subsidiary** means, at any time, any Subsidiary of the Issuer

- (a) whose total assets, consolidated in the case of a Subsidiary which itself has Subsidiaries (to the extent attributable to the consolidated total assets of the Group), as shown by its latest audited consolidated financial statements, represents 10 per cent. or more of the consolidated total assets of the Group, as shown by the latest published audited consolidated financial statements of the Group; *provided that* in the case of a Subsidiary of the Issuer acquired after the end of the financial period to which the then latest audited consolidated accounts of the Issuer and its Subsidiaries relate, the reference to the then latest audited consolidated accounts of the Issuer and its Subsidiaries for the purposes of the calculation above shall, until consolidated accounts for the financial period in which the acquisition is made have been prepared and audited as aforesaid, be deemed to be a reference to such first-mentioned accounts as if such Subsidiary had been shown in such accounts by reference to its then latest relevant audited accounts, adjusted as deemed appropriate by the Auditors; or
- (b) to which is transferred the whole or substantially the whole of the undertaking and assets of a Subsidiary of the Issuer which immediately prior to such transfer is a Principal Subsidiary, provided that the transferor Subsidiary shall upon such transfer forthwith cease to be a Principal Subsidiary and the transferee Subsidiary shall cease to be a Principal Subsidiary pursuant to this subparagraph (b) on the date on which the consolidated accounts of the Issuer and its Subsidiaries for the financial period current at the date of such transfer have been prepared and audited as aforesaid but so that such transferor Subsidiary or such transferee Subsidiary may be a Principal Subsidiary on or at any time after the date on which such consolidated accounts have been prepared and audited as aforesaid by virtue of the provisions of subparagraph (a) above or, prior to or after such date, by virtue of any other applicable provision of this definition; or
- (c) to which is transferred assets which, taken together with the assets of the transferee Subsidiary, represent (or, in the case of the transferee Subsidiary being acquired after the end of the financial period to which the then latest audited consolidated accounts of the Issuer and its Subsidiaries relate, represent total assets equal to) not less than 10 per cent. of the consolidated total assets, of the Issuer and its Subsidiaries taken as a whole, all as calculated as referred to in subparagraph (a) above, provided that the transferor Subsidiary (if a Principal Subsidiary) shall upon such transfer forthwith cease to be a Principal Subsidiary unless immediately following such transfer its assets represent (or, in the case aforesaid, represent total assets equal to) not less than 10 per cent. of the consolidated total assets, of the Issuer and its Subsidiaries taken as a whole, all as calculated as referred to in subparagraph (a) above, and the transferee Subsidiary shall cease to be a Principal Subsidiary pursuant to this subparagraph (c) on the date on which the consolidated accounts of the Issuer and its Subsidiaries for the financial period current at the date of such transfer have been prepared and audited but so that such transferor Subsidiary or such transferee

Subsidiary may be a Principal Subsidiary on or at any time after the date on which such consolidated accounts have been prepared and audited as aforesaid by virtue of the provisions of subparagraph (a) above or, prior to or after such date, by virtue of any other applicable provision of this definition.

A certificate from two directors of the Issuer that in their opinion a Subsidiary of the Issuer is or is not or was or was not at any particular time or throughout any specified period a Principal Subsidiary, shall, in the absence of manifest error, be conclusive and binding on all parties.

**Project Finance Indebtedness** means any indebtedness incurred by a debtor to finance the ownership, acquisition, construction, development and/or operation of an asset in respect of which the person or persons to whom such indebtedness is, or may be, owed have no recourse whatsoever for the repayment of or payment of any sum relating to such indebtedness other than:

- (a) recourse to such debtor for amounts limited to the aggregate cash flow or net cash flow (other than historic cash flow or historic net cash flow) from such asset; and/or
- (b) recourse to such debtor generally, which recourse is limited to a claim for damages (other than liquidated damages and damages required to be calculated in a specified way) for breach of an obligation, representation or warranty (not being a payment obligation, representation or warranty or an obligation, representation or warranty to procure payment by another or an obligation, representation or warranty to comply or procure the compliance by another with any financial ratios or other test of financial condition) by the person against whom such recourse is available; and/or
- (c) if such debtor has been established specifically for the purpose of constructing, developing, owning and/or operating the relevant asset and such debtor owns no other significant assets and carries on no other business, recourse to all of the assets and undertaking of such debtor and the shares in the capital of such debtor.

**Relevant Indebtedness** means any present or future indebtedness of the Issuer or of a Principal Subsidiary which is in the form of or represented by any bond, note, debenture, debenture stock, loan stock, certificate or other debt securities, whether issued by way of a private placement or public placement (or any combination thereof), which are, or shall be, quoted, listed or traded on any stock exchange or regulated securities market;

**Security Interest** means a mortgage, charge, pledge, lien or other security interest including, without limitation, the equivalent of any of the foregoing under the laws of any jurisdiction;

**Subsidiary** of a company or corporation shall be construed as a reference to any company or corporation:

- (i) which is controlled, directly or indirectly, by the first-mentioned company or corporation;
- (ii) more than half of the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation; or
- (iii) which is a subsidiary of another subsidiary of the first-mentioned company or corporation,

and, for the purposes of this definition, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

## **5. INTEREST**

### **5.1 Interest on Fixed Rate Notes**

Each Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date.

If the Notes are in definitive form, except as provided in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount so specified.

As used in the Conditions, **Fixed Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

Except in the case of Notes in definitive form where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to:

(a) in the case of Fixed Rate Notes which are (i) represented by a Global Note or (ii) Registered Notes in definitive form, the aggregate outstanding nominal amount of (A) the Fixed Rate Notes represented by such Global Note or (B) such Registered Notes; or

(b) in the case of Fixed Rate Notes which are Bearer Notes in definitive form, the Calculation Amount,

and, in each case, multiplying such sum by the applicable Day Count Fraction.

The resultant figure (including after application of any Fixed Coupon Amount or Broken Amount, as applicable, to the aggregate outstanding nominal amount of Fixed Rate Notes which are Registered Notes in definitive form or to the Calculation Amount in the case of Fixed Rate Notes which are Bearer Notes in definitive form) shall be rounded to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

Where the Specified Denomination of a Fixed Rate Note which is a Bearer Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

In these Conditions:

**Calculation Amount has the meaning given in the applicable Final Terms;**

**Day Count Fraction** means, in respect of the calculation of an amount of interest, in accordance with this Condition 5.1 (*Interest on Fixed Rate Notes*):

(i) if "Actual/Actual (ICMA)" is specified in the applicable Final Terms:

(A) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the **Accrual Period**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or

(B) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:

(1) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

(2) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

(ii) if "30/360" is specified in the applicable Final Terms, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360.

Determination Period means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date); and

sub-unit means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, one cent.

## 5.2 Interest on Floating Rate Notes

### (a) Interest Payment Dates

Each Floating Rate Note bears interest from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

- (i) the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms; or
- (ii) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Specified Interest Payment Date, an **Interest Payment Date**) which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period. In these Conditions, **Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date or the relevant payment date if the Notes become payable on a date other than an Interest Payment Date.

If a Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (A) in any case where Specified Periods are specified in accordance with Condition 5.2(a)(ii) above, the Floating Rate Convention, such Interest Payment Date (a) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (ii) below shall apply *mutatis mutandis* or (b) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or
- (B) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (C) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (D) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In these Conditions, **Business Day** means:

- (a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and each Additional Business Centre (other than TARGET2 System) specified in the applicable Final Terms;
- (b) if TARGET2 System is specified as an Additional Business Centre in the applicable Final Terms, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System or any successor or replacement for that system (the **TARGET2 System**) is open; and
- (c) either (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (2) in relation to any sum payable in euro, a day on which the TARGET2 System is open.

### (b) Rate of Interest

The Rate of Interest payable in respect of Floating Rate Notes for each Interest Period will be determined in the manner specified below.

(i) *Screen Rate Determination – Term Rate*

This Condition 5.2(b)(i) applies where "Term Rate" is specified in the applicable Final Terms to be "Applicable".

The Rate of Interest for each Interest Period will, subject as provided below, be either:

- (A) the offered quotation; or
- (B) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate (being either EURIBOR or STIBOR, as specified in the applicable Final Terms) which appears or appear, as the case may be, on the Relevant Screen Page (or such replacement page on that service which displays the information) as at 11.00 a.m. (Brussels time, in the case of EURIBOR or Stockholm time, in the case of STIBOR) (the **Specified Time**) on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If the Relevant Screen Page is not available or if, in the case of subparagraph (A) above, no offered quotation appears or, in the case of subparagraph (B) above, fewer than three offered quotations appear, in each case as at the Specified Time, the Issuer, or an agent appointed by it, shall request each of the Reference Banks (as defined below) to provide its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Specified Time on the Interest Determination Date in question and the Issuer, or an agent appointed by it, shall notify the Calculation Agent of all quotations received by it. If two or more of the Reference Banks provide the Issuer or an agent appointed by it, as applicable, with offered quotations, the Rate of Interest for the Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Calculation Agent.

If on any Interest Determination Date one only or none of the Reference Banks provides an offered quotation as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to the Issuer upon request (and notified to the Calculation Agent by the Issuer or an agent appointed by the Issuer) by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Specified Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) or the Swedish inter-bank market (if the Reference Rate is STIBOR) plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the Issuer with offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Specified Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for the purpose) informs the Issuer it is quoting to leading banks in the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) or the Swedish inter-bank market (if the Reference Rate is STIBOR) plus or minus (as appropriate) the Margin (if any), provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

Reference Banks means (i) in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market, and (ii) in the case of a determination of STIBOR, the principal Stockholm office of four major banks in the Swedish inter-bank market, in each case selected by the Issuer.

(ii) *Screen Rate Determination – Overnight Rate – SOFR – Non-Index Determination*

This Condition 5.2(b)(ii) applies where the applicable Final Terms specifies: (1) "Overnight Rate" to be 'Applicable'; (2) either "Compounded Daily SOFR" or "Weighted Average SOFR" as the Reference Rate; and (3) "Index Determination" to be 'Not Applicable'.

Where the applicable Final Terms specifies the Reference Rate to be "Compounded Daily SOFR", the provisions of paragraph (A) below of this Condition 5.2(b)(ii) apply.

Where the applicable Final Terms specifies the Reference Rate to be "Weighted Average SOFR", the provisions of paragraph (B) below of this Condition 5.2(b)(ii) apply.

(A) *Compounded Daily SOFR*

Where this paragraph (A) applies, the Rate of Interest for an Interest Accrual Period will, subject to Condition 5.2(f)(i)(B)(2) and as provided below, be Compounded Daily SOFR with respect to such Interest Accrual Period plus or minus (as indicated in the applicable Final Terms) the applicable Margin (if any), all as determined by the Calculation Agent.

**Compounded Daily SOFR** means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment (with the daily U.S. dollars secured overnight financing rate as reference rate for the calculation of interest) as calculated by the Calculation Agent as at the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded if necessary to the nearest fifth decimal place, with 0.000005 being rounded upwards):

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{SOFR_i \times n_i}{D} \right) - 1 \right] \times \frac{D}{d}$$

where:

**d** is the number of calendar days in:

- (i) where "Lag" or "Lock-out" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Accrual Period; or
- (ii) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period;

**D** is the number specified as such in the applicable Final Terms (or, if no such number is specified, 360);

**d<sub>o</sub>** means:

- (i) where "Lag" or "Lock-out" is specified as the Observation Method in the applicable Final Terms, the number of U.S. Government Securities Business Days in the relevant Interest Accrual Period; or
- (ii) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the number of U.S. Government Securities Business Days in the relevant Observation Period;

**i** is a series of whole numbers from one to "d<sub>o</sub>", each representing the relevant U.S. Government Securities Business Day in chronological order from, and including, the first U.S. Government Securities Business Day in:

- (i) where "Lag" or "Lock-out" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Accrual Period; or
- (ii) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period;

**Lock-out Period** means the period from (and including) the day following the Interest Determination Date to (but excluding) the corresponding Interest Payment Date;

**New York Fed's Website** means the website of the Federal Reserve Bank of New York (or a successor administrator of SOFR) or any successor source;

***ni*** for any U.S. Government Securities Business Day "*i*", means the number of calendar days from (and including) such U.S. Government Securities Business Day "*i*" up to (but excluding) the following U.S. Government Securities Business Day;

**Observation Period** means the period from (and including) the date falling "*p*" U.S. Government Securities Business Days prior to the first day of the relevant Interest Accrual Period to (but excluding) the date falling "*p*" U.S. Government Securities Business Days prior to (A) (in the case of an Interest Period) the Interest Payment Date for such Interest Period or (B) (in the case of any other Interest Accrual Period) the date on which the relevant payment of interest falls due;

***p*** means:

- (i) where "Lag" is specified as the Observation Method in the applicable Final Terms, the number of U.S. Government Securities Business Days specified as the "Lag Period" in the applicable Final Terms (or, if no such number is so specified, five U.S. Government Securities Business Days);
- (ii) where "Lock-out" is specified as the Observation Method in the applicable Final Terms, zero U.S. Government Securities Business Days; or
- (iii) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the number of U.S. Government Securities Business Days specified as the "Observation Shift Period" in the applicable Final Terms (or, if no such number is specified, five U.S. Government Securities Business Days);

**Reference Day** means each U.S. Government Securities Business Day in the relevant Interest Accrual Period, other than any U.S. Government Securities Business Day in the Lock-out Period;

**SOFR** in respect of any U.S. Government Securities Business Day (**USBD<sub>x</sub>**), is a reference rate equal to the daily secured overnight financing rate as provided by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate) on the New York Fed's Website, in each case at or around 3.00 p.m. (New York City time) on the U.S. Government Securities Business Day immediately following such USBD<sub>x</sub>;

**SOFR<sub>i</sub>** means the SOFR for:

- (i) where "Lag" is specified as the Observation Method in the applicable Final Terms, the U.S. Government Securities Business Day falling "*p*" U.S. Government Securities Business Days prior to the relevant U.S. Government Securities Business Day "*i*";
- (ii) where "Lock-out" is specified as the Observation Method in the applicable Final Terms:
  - (I) in respect of each U.S. Government Securities Business Day "*i*" that is a Reference Day, the SOFR in respect of the U.S. Government Securities Business Day immediately preceding such Reference Day; or
  - (II) in respect of each U.S. Government Securities Business Day "*i*" that is not a Reference Day (being a U.S. Government Securities Business Day in the Lock-out Period), the SOFR in respect of the U.S. Government Securities Business Day immediately preceding the last Reference Day of the relevant Interest Accrual Period (such last Reference Day coinciding with the Interest Determination Date); or



- (iii) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the relevant U.S. Government Securities Business Day "i"; and

**U.S. Government Securities Business Day** means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

(B) *Weighted Average SOFR*

Where this paragraph (B) applies, the Rate of Interest for an Interest Accrual Period will, subject to Condition 5.2(f)(ii) and as provided below, be the Weighted Average SOFR with respect to such Interest Accrual Period plus or minus (as indicated in the applicable Final Terms) the applicable Margin (if any), all as calculated by the Calculation Agent as of the Interest Determination Date (and rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards), where:

**Weighted Average SOFR** means:

- (i) where "Lag" is specified as the Observation Method in the applicable Final Terms, the arithmetic mean of the SOFR in effect for each calendar day during the relevant Observation Period, calculated by multiplying each relevant SOFR by the number of calendar days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Observation Period. For these purposes, the SOFR in effect for any calendar day which is not a U.S. Government Securities Business Day shall be deemed to be the SOFR in effect for the U.S. Government Securities Business Day immediately preceding such calendar day; and
- (ii) where "Lock-out" is specified as the Observation Method in the applicable Final Terms, the arithmetic mean of the SOFR in effect for each calendar day during the relevant Interest Accrual Period, calculated by multiplying each relevant SOFR by the number of days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Interest Accrual Period, *provided* however that for any calendar day of such Interest Accrual Period falling in the Lock-out Period, the relevant SOFR for each day during that Lock-out Period will be deemed to be the SOFR in effect for the Reference Day immediately preceding the first day of such Lock-out Period. For these purposes, the SOFR in effect for any calendar day which is not a U.S. Government Securities Business Day shall, subject to the proviso above, be deemed to be the SOFR in effect for the U.S. Government Securities Business Day immediately preceding such calendar day.

Defined terms used in this paragraph (B) and not otherwise defined herein have the meanings given to them in paragraph (A) above of this Condition 5.2(b)(ii).

(C) *SOFR Unavailable*

Subject to Condition 5.2(f)(ii), if, where any Rate of Interest is to be calculated pursuant to this Condition 5.2(b)(ii), in respect of any U.S. Government Securities Business Day in respect of which an applicable SOFR is required to be determined, such SOFR is not available, such SOFR shall be the SOFR for the first preceding U.S. Government Securities Business Day in respect of which the SOFR was published on the New York Fed's Website.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 5.2(b)(ii) but without prejudice to Condition 5.2(f)(i)(B)(2), the Rate of Interest shall be:

- (i) that determined as at the last preceding Interest Determination Date on which the Rate of Interest was so determined (though substituting, where a different Margin, Maximum Rate of Interest and/or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest (as the case may be) relating to the relevant Interest Accrual Period, in place of the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest (as applicable) relating to that last preceding Interest Accrual Period); or

- (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Notes for the first scheduled Interest Period had the Notes been in issue for a period equal in duration to the first scheduled Interest Period but ending on (and excluding) the Interest Commencement Date (applying the Margin and, if applicable, any Maximum Rate of Interest and/or Minimum Rate of Interest, applicable to the first scheduled Interest Period),

in each case as determined by the Calculation Agent.

(iii) *Screen Rate Determination – Overnight Rate – SOFR – Index Determination*

This Condition 5.2(b)(iii) applies where the applicable Final Terms specifies: (1) "Overnight Rate" to be 'Applicable'; (2) "Compounded Daily SOFR" as the Reference Rate; and (2) "Index Determination" to be 'Applicable'.

- (A) The Rate of Interest for an Interest Accrual Period will, subject to Condition 5.2(f)(ii) and as provided below, be the Compounded SOFR with respect to such Interest Accrual Period plus or minus (as indicated in the applicable Final Terms) the applicable Margin (if any), all as determined by the Calculation Agent.

Compounded SOFR means, with respect to an Interest Accrual Period, the rate (expressed as a percentage and rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) determined by the Calculation Agent in accordance with the following formula:

$$\left( \frac{SOFR\ Index_{End}}{SOFR\ Index_{Start}} - 1 \right) \times \frac{360}{d_c}$$

where:

$d_c$  is the number of calendar days from (and including) the day in relation to which SOFR Index<sub>Start</sub> is determined to (but excluding) the day in relation to which SOFR Index<sub>End</sub> is determined;

**Relevant Number** is the number specified as such in the applicable Final Terms (or, if no such number is specified, five);

**SOFR** means the daily secured overnight financing rate as provided by the SOFR Administrator on the SOFR Administrator's Website;

**SOFR Administrator** means the Federal Reserve Bank of New York (or a successor administrator of SOFR);

**SOFR Administrator's Website** means the website of the SOFR Administrator, or any successor source;

**SOFR Index**, with respect to any U.S. Government Securities Business Day, means the SOFR index value as published by the SOFR Administrator as such index appears on the SOFR Administrator's Website at or around 3.00 p.m. (New York time) on such U.S. Government Securities Business Day (the **SOFR Determination Time**);

**SOFR Index<sub>Start</sub>**, with respect to an Interest Accrual Period, is the SOFR Index value for the day which is the Relevant Number of U.S. Government Securities Business Days preceding the first day of such Interest Accrual Period;

**SOFR Index<sub>End</sub>**, with respect to an Interest Accrual Period, is the SOFR Index value for the day which is the Relevant Number of U.S. Government Securities Business Days preceding (A) the Interest Payment Date for such Interest Accrual Period, or (B) such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Accrual Period); and

**U.S. Government Securities Business Day** means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

- (B) If, as at any relevant SOFR Determination Time, the relevant SOFR Index is not published or displayed on the SOFR Administrator's Website by the SOFR Administrator, the Compounded SOFR for the applicable Interest Accrual Period for which the relevant SOFR Index is not available shall be "Compounded Daily SOFR" determined in accordance with Condition 5.2(b)(ii) above as if "*Index Determination*" were specified in the applicable Final Terms as being 'Not Applicable', and for these purposes: (i) the "*Observation Method*" shall be deemed to be "*Observation Shift*" and (ii) the "*Observation Shift Period*" shall be deemed to be equal to the Relevant Number of U.S. Government Securities Business Days, as if such alternative elections had been made in the applicable Final Terms.

(iv) *Interest Accrual Period*

As used herein, an Interest Accrual Period means (i) each Interest Period and (ii) any other period (if any) in respect of which interest is to be calculated, being the period from (and including) the first day of such period to (but excluding) the day on which the relevant payment of interest falls due (which, if the Notes become due and payable in accordance with Condition 10 (*Events of Default and Enforcement*), shall be the date on which the Notes become due and payable).

(v) *Determination of Rate of Interest following acceleration*

If the Notes becomes due and payable in accordance with Condition 10 (*Events of Default and Enforcement*) or if redeemed prior to their stated maturity otherwise than on an Interest Payment Date, the final Rate of Interest shall be calculated for the Interest Accrual Period to (but excluding) the date on which the Notes become so due and payable, and such Rate of Interest shall continue to apply to the Notes for so long as interest continues to accrue thereon.

(c) **Minimum Rate of Interest and/or Maximum Rate of Interest**

If the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(d) **Determination of Rate of Interest and calculation of Interest Amounts**

The Calculation Agent will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Calculation Agent will calculate the amount of interest (the Interest Amount) payable on the Floating Rate Notes for the relevant Interest Period by applying the Rate of Interest to:

- (i) in the case of Floating Rate Notes which are (i) represented by a Global Note or (ii) Registered Notes in definitive form, the aggregate outstanding nominal amount of (A) the Notes represented by such Global Note or (B) such Registered Notes; or
- (ii) in the case of Floating Rate Notes which are Bearer Notes in definitive form, the Calculation Amount,

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Note which is a Bearer Note in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination without any further rounding.

**Day Count Fraction** means, in respect of the calculation of an amount of interest in accordance with this Condition 5.2 (*Interest on Floating Rate Notes*):

- (i) if "Actual/Actual (ISDA)" or "Actual/Actual" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (I) the actual number of days in that portion of the Interest Period falling in a leap

year divided by 366 and (II) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);

- (ii) if "Actual/365 (Fixed)" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;
- (iii) if "Actual/365 (Sterling)" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (iv) if "Actual/360" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;
- (v) if "30/360", "360/360" or "Bond Basis" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

**Y<sub>1</sub>** is the year, expressed as a number, in which the first day of the Interest Period falls;

**Y<sub>2</sub>** is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

**M<sub>1</sub>** is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

**M<sub>2</sub>** is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

**D<sub>1</sub>** is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D<sub>1</sub> will be 30; and

**D<sub>2</sub>** is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30;

- (vi) if "30E/360" or "Eurobond Basis" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

**Y<sub>1</sub>** is the year, expressed as a number, in which the first day of the Interest Period falls;

**Y<sub>2</sub>** is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

**M<sub>1</sub>** is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

**M<sub>2</sub>** is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

**D<sub>1</sub>** is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

**D<sub>2</sub>** is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D<sub>2</sub> will be 30;

- (vii) if "30E/360 (ISDA)" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

**Y<sub>1</sub>** is the year, expressed as a number, in which the first day of the Interest Period falls;

**Y<sub>2</sub>** is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

**M<sub>1</sub>** is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

**M<sub>2</sub>** is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

**D<sub>1</sub>** is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case **D<sub>1</sub>** will be 30; and

**D<sub>2</sub>** is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case **D<sub>2</sub>** will be 30.

**(e) Linear Interpolation**

Where Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate, one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period provided however that if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Calculation Agent shall calculate the Rate of Interest at such time and by reference to such sources as the Issuer, in consultation with an Independent Adviser acting in good faith and in a commercially reasonable manner as an expert determines appropriate.

**Designated Maturity** means the period of time designated in the Reference Rate.

**(f) Benchmark Discontinuation**

**(i) Benchmark Event**

This Condition 5.2(f)(i) applies to Floating Rate Notes other than where the applicable Final Terms specifies either "*Compounded Daily SOFR*" or "*Weighted Average SOFR*" as the Reference Rate.

Notwithstanding the provisions above in this Condition 5.2, if the Issuer, in consultation with the Calculation Agent, determines that a Benchmark Event has occurred in relation to an Original Reference Rate at any time when the Conditions provide for any Rate of Interest (or any component part thereof) to be determined by reference to such Original Reference Rate, then the following provisions shall apply:

- (A) the Issuer shall use reasonable endeavours to appoint an Independent Adviser to determine a Successor Rate, failing which an Alternative Rate and in either case, an Adjustment Spread and any Benchmark Amendments (each as defined and as further described below) no later than 5 Business Days prior to the Interest Determination Date relating to the next succeeding Interest Period (the **IA Determination Cut-off Date**) for purposes of determining the Rate of Interest (or a relevant component part thereof) applicable to the Notes for all future Interest Periods (subject to the subsequent operation of this Condition 5.2(f)(i));
- (B) if the Issuer, following consultation with the Independent Adviser and acting in good faith, determines that:
  - (1) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 5.2(f)(i)(D)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5.2(f)(i)); or
  - (2) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 5.2(f)(i)(D)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or

the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5.2(f)(i));

- (C) if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate or, in either case, an applicable Adjustment Spread, prior to the IA Determination Cut-off Date, the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Period (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Period);
- (D) if a Successor Rate or Alternative Rate is determined in accordance with this Condition 5.2(f)(i), the Independent Adviser acting in good faith shall determine an Adjustment Spread (which may be expressed as a specified quantum of, or a formula or methodology for determining, such Adjustment Spread), which Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be) for each subsequent determination of a relevant Rate of Interest (or a relevant component part thereof) by reference to such Successor Rate or Alternative Rate (as applicable);
- (E) if any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 5.2(f)(i) and the Independent Adviser acting in good faith determines (i) that amendments to these Conditions and/or the Agency Agreement are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the Benchmark Amendments) and (ii) the terms of the Benchmark Amendments, then the Issuer may also take necessary action to effect such Benchmark Amendments (and for the avoidance of doubt, the Principal Paying Agent shall, at the direction and expense of the Issuer, consent to and effect such consequential amendments to the Agency Agreement and these Conditions as may be required in order to give effect to this Condition 5.2(f)(i)). No Noteholder consent shall be required in connection with effecting such Benchmark Amendments; and
- (F) the Issuer shall promptly following the determination of any Successor Rate, Alternative Rate or Adjustment Spread give notice thereof and of any Benchmark Amendments to the Principal Paying Agent, the Calculation Agent and the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any and will be binding on the Issuer, the Paying Agents and the Noteholders.

Without prejudice to the obligations of the Issuer under Conditions 5.2(f)(i)(A), (B), (C) and (D), the Original Reference Rate and the fallback provisions provided for in Condition 5.2(b) will continue to apply unless and until the Principal Paying Agent and the Calculation Agent have been notified of the Successor Rate or the Alternative Rate (as the case may be), any Adjustment Spread (if applicable) and Benchmark Amendments (if applicable), in accordance with Condition 5.2(f)(i)(F).

For the purposes of this Condition 5.2(f)(i):

**Adjustment Spread** means either a spread (which may be positive or negative or zero), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser acting in good faith determines is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

- (a) in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or
- (b) (if no such recommendation has been made or option provided, or in the case of an Alternative Rate) the Independent Adviser acting in good faith determines is recognised or acknowledged as being in customary usage in international debt capital markets transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or
- (c) (if no such customary market usage is recognised or acknowledged) the Independent Adviser acting in good faith determines is recognised or acknowledged as being the industry standard

for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or

- (d) (if no such industry standard is recognised or acknowledged) the Independent Adviser acting in good faith determines to be appropriate to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders and Couponholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be);

**Alternative Rate** means an alternative to the Original Reference Rate which the Independent Adviser acting in good faith determines in accordance with Condition 5.2(f)(i)(B) has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for the same interest period and in the same Specified Currency as the Notes or, if the Independent Adviser determines there is no such rate, such other rate as the Independent Adviser acting in good faith determines is most comparable to the Original Reference Rate;

**Benchmark Amendments** has the meaning given to it in Condition 5.2(f)(i)(D);

**Benchmark Event** means:

- (a) the Original Reference Rate ceasing to exist, be permanently administered or be published (in the latter case, for a period of at least 5 Business Days); or
- (b) the later of (i) the making of a public statement by the administrator or an insolvency official with jurisdiction over the administrator of the Original Reference Rate that it will, on or before a specified date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate) and (ii) the date falling six months prior to the date specified in (b)(i); or
- (c) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been permanently or indefinitely discontinued; or
- (d) the later of (i) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate will, on or before a specified date, be permanently or indefinitely discontinued and (ii) the date falling six months prior to the date specified in (i) above;
- (e) the later of (i) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that means the Original Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case on or before a specified date and (ii) the date falling six months prior to the date specified in (e)(i); or
- (f) it has, or will prior to the next Interest Determination Date, become unlawful for any Paying Agent, Calculation Agent, the Issuer or other party to calculate any payments due to be made to any Noteholder using the Original Reference Rate (including, without limitation, under the Benchmarks Regulation (EU) 2016/1011, if applicable); or
- (g) the later of (i) the making of a public statement by the supervisor of the administrator of the Original Reference Rate announcing that such Original Reference Rate will, on or before a specified date, no longer be representative or may no longer be used and (ii) the date falling six months prior to the date specified in (g)(i) above;

**Independent Adviser** means an independent financial institution of international repute or an independent financial adviser with the appropriate expertise appointed by the Issuer at its own expense. For the avoidance of doubt, an Independent Adviser appointed pursuant to this Condition 5.2(f)(i) shall act in good faith as an expert and (in the absence of bad faith or fraud) shall have no liability whatsoever to the Issuer, the Paying Agents, the Noteholders or the Couponholders for any determination made by it pursuant to this Condition 5.2(f)(i);

**Original Reference Rate** means the originally-specified Reference Rate or, where a Successor Rate or an Alternative Rate has been determined pursuant to Condition 5.2(f)(i), such Successor Rate or

Alternative Rate, as applicable, used to determine the Rate of Interest (or any component part thereof) on the Notes;

**Relevant Nominating Body** means, in respect of a Reference Rate:

- (a) the central bank for the currency to which the Reference Rate relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the Reference Rate; or
- (b) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the Reference Rate relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the Reference Rate, (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof; and

**Successor Rate** means a successor to or replacement of the Original Reference Rate which is formally recommended, or formally provided as an option for parties to adopt, by any Relevant Nominating Body.

(ii) *Benchmark Transition*

This Condition 5.2(f)(ii) applies to Floating Rate Notes where the applicable Final Terms specifies either "Compounded Daily SOFR" or "Weighted Average SOFR" as the Reference Rate.

If the Issuer, in consultation with the Calculation Agent, determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred in relation to an Original Reference Rate at any time when the Conditions provide for any Rate of Interest (or any component part thereof) to be determined by reference to such Original Reference Rate, then the following provisions shall apply.

(A) *Independent Adviser*

The Issuer shall use reasonable endeavours to appoint and consult with an Independent Adviser, as soon as reasonably practicable, with a view to the Issuer determining the Benchmark Replacement which will replace such Original Reference Rate for all purposes relating to the Notes in respect of all determinations on such date and for all determinations on all subsequent dates and any Benchmark Replacement Conforming Changes.

Any Benchmark Replacement so determined by the Issuer shall have effect for any subsequent determination of any relevant Rate of Interest (subject to any further application of this Condition 5.2(f)(ii)), subject, if any associated Benchmark Replacement Conforming Changes are required in connection therewith, to such Benchmark Replacement Conforming Changes becoming effective in accordance with the following provisions.

If, notwithstanding the Issuer's reasonable endeavours, the Issuer is unable to appoint and consult with an Independent Adviser in accordance with the foregoing paragraph, the Issuer shall nevertheless be entitled, acting in good faith and in a commercially reasonable manner, to make any and all determinations expressed to be made by the Issuer pursuant to this Condition 5.2(f)(ii), notwithstanding that such determinations are not made following consultation with an Independent Adviser.

(B) *Benchmark Replacement Conforming Changes*

If the Issuer, following consultation with the Independent Adviser (if appointed), considers it is necessary to make Benchmark Replacement Conforming Changes, the Issuer shall, in consultation with the Independent Adviser (if appointed), determine the terms of such Benchmark Replacement Conforming Changes, and shall, subject to giving notice in accordance with Condition 5.2(f)(ii)(D) below (but without any requirement for the consent or approval of Noteholders), vary these Conditions and/or the Agency Agreement to give effect to such Benchmark Replacement Conforming Changes with effect from the date specified in such notice.

In connection with any such variation in accordance with this Condition 5.2(f)(ii), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.



(C) *Definitions*

As used in this Condition 5.2(f)(ii):

**Benchmark Replacement** means the first alternative set forth in the order below that can be determined by the Issuer as of the Benchmark Replacement Date:

- (i) the sum of: (a) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the Original Reference Rate for the applicable Corresponding Tenor and (b) the Benchmark Replacement Adjustment;
- (ii) the sum of: (a) the ISDA Fallback Rate and (b) the Benchmark Replacement Adjustment; or
- (iii) the sum of: (a) the alternate rate of interest that has been selected by the Issuer as the replacement for the Original Reference Rate for the applicable Corresponding Tenor giving due consideration to any industry-accepted rate of interest as a replacement for the then current benchmark for U.S. dollar-denominated floating rate notes at such time and (b) the Benchmark Replacement Adjustment;

**Benchmark Replacement Adjustment** means the first alternative set forth in the order below that can be determined by the Issuer as of the Benchmark Replacement Date:

- (i) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;
- (ii) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or
- (iii) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate notes at such time;

**Benchmark Replacement Conforming Changes** means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to any Interest Period, Interest Accrual Period, the timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) that the Issuer (in consultation with the Independent Adviser, if appointed) decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer (in consultation with the Independent Adviser, if appointed) determines is reasonably necessary);

**Benchmark Replacement Date** means the earliest to occur of the following events with respect to the Original Reference Rate (including the daily published component used in the calculation thereof):

- (i) in the case of clause (i) or (ii) of the definition of "Benchmark Transition Event", the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Original Reference Rate permanently or indefinitely ceases to provide the Original Reference Rate (or such component); or
- (ii) in the case of clause (iii) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event that gives rise to the Benchmark Replacement Date occurs on the same day as, but earlier than (where the Rate of Interest is to be determined pursuant to Condition 5.2(b)(i) the Specified Time or (in any other case) the customary or scheduled time for publication of the relevant reference rate in accordance with the then-

prevailing operational procedures of the administrator of such reference rate or, as the case may be, of the other relevant information service publishing such reference rate, on, the relevant Interest Determination Date, the Benchmark Replacement Date will be deemed to have occurred prior to such time for such determination;

**Benchmark Transition Event** means the occurrence of one or more of the following events with respect to the Original Reference Rate (including the daily published component used in the calculation thereof):

- (i) a public statement or publication of information by or on behalf of the administrator of the Original Reference Rate (or such component) announcing that such administrator has ceased or will cease to provide the Original Reference Rate (or such component), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Original Reference Rate (or such component); or
- (ii) a public statement or publication of information by the regulatory supervisor for the administrator of the Original Reference Rate (or such component), the central bank for the currency of the Original Reference Rate (or such component), an insolvency official with jurisdiction over the administrator for the Original Reference Rate (or such component), a resolution authority with jurisdiction over the administrator for the Original Reference Rate (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Original Reference Rate, which states that the administrator of the Original Reference Rate (or such component) has ceased or will cease to provide the Original Reference Rate (or such component) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Original Reference Rate (or such component); or
- (iii) a public statement or publication of information by the regulatory supervisor for the administrator of the Original Reference Rate announcing that the Original Reference Rate is no longer representative;

**Corresponding Tenor** means, with respect to a Benchmark Replacement, a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the Original Reference Rate;

**Independent Adviser** means an independent financial institution of international repute or an independent adviser of recognised standing with appropriate expertise appointed by the Issuer at its own expense;

**ISDA Fallback Adjustment** means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Original Reference Rate;

**ISDA Fallback Rate** means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Original Reference Rate for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

**Original Reference Rate** means the benchmark or screen rate (as applicable) originally specified for the purpose of determining the relevant Rate of Interest (or any relevant component part(s) thereof) on the Notes (provided that if, following one or more Benchmark Transition Events, such originally specified benchmark or screen rate (or any benchmark used in any Benchmark Replacement which has replaced it (the Replacement Benchmark)) has been replaced by a (or a further) Replacement Benchmark and a Benchmark Transition Event subsequently occurs in respect of such Replacement Benchmark, the term "Original Reference Rate" shall be deemed to include any such Replacement Benchmark);

**Relevant Governmental Body** means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto; and

**Unadjusted Benchmark Replacement** means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

(D) *Notices etc.*

The Issuer shall promptly notify the Principal Paying Agent, the Calculation Agent and the Noteholders of any Benchmark Replacement and the specific terms of any Benchmark Replacement Conforming Changes determined under this Condition 5.2(f)(ii). Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any and will be binding on the Issuer, the Paying Agents and the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Replacement Conforming Changes, if any.

(E) *Survival of Original Reference Rate*

Without prejudice to the obligations of the Issuer under Conditions 5.2(f)(ii)(A), (B), (C) and (D) the Original Reference Rate and the fallback provisions provided for in Condition 5.2(b) will continue to apply unless and until the Principal Paying Agent and the Calculation Agent have been notified of the Benchmark Replacement and Benchmark Replacement Conforming Changes (if any) determined in accordance with Condition 5.2(f)(ii)(B).

(g) **Notification of Rate of Interest and Interest Amounts**

Except where the applicable Final Terms specifies "*Overnight Rate*" to be 'Applicable', the Calculation Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer and the Issuer shall forthwith notify any stock exchange on which the relevant Floating Rate Notes are for the time being listed and cause notice thereof to be published in accordance with Condition 14 (*Notices*) as soon as possible after their determination but in no event later than the fourth London Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will promptly be notified to each stock exchange on which the relevant Floating Rate Notes are for the time being listed and to the Noteholders in accordance with Condition 14 (*Notices*). For the purposes of this paragraph, the expression **London Business Day** means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in London.

Where the applicable Final Terms specifies "*Overnight Rate*" to be 'Applicable', the Calculation Agent will cause the Rate of Interest and each Interest Amount for each Interest Accrual Period and the relevant Interest Payment Date to be notified to the Issuer and any stock exchange on which the Floating Rate Notes are for the time being listed and notice thereof to be published in accordance with Condition 14 (*Notices*) as soon as possible after their determination but in no event later than the second Business Day thereafter. Each Rate of Interest, Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the relevant Interest Accrual Period. Any such amendment or alternative arrangements will promptly be notified to each stock exchange on which the relevant Floating Rate Notes are for the time being listed and to the Noteholders in accordance with Condition 14 (*Notices*).

(h) **Certificates to be final**

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 5.2 (*Interest on Floating Rate Notes*) by the Calculation Agent shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Principal Paying Agent, the other Agents and all Noteholders and Couponholders and (in the absence of wilful default or bad faith) no liability to the Issuer, the Noteholders or the Couponholders shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

**5.3 Accrual of interest**

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

- (a) the date on which all amounts due in respect of such Note have been paid; and

- (b) five days after the date on which the full amount of the moneys payable in respect of such Note has been received by the Principal Paying Agent or the Registrar, as the case may be, and notice to that effect has been given to the Noteholders in accordance with Condition 14 (*Notices*).

## 6. PAYMENTS

### 6.1 Method of payment

Subject as provided below:

- (a) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively); and
- (b) payments will be made in euro by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee.

Payments in respect of principal and interest on the Notes are subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 8 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the **Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto (any such withholding or deduction, a **FATCA Withholding**).

### 6.2 Presentation of definitive Bearer Notes and Coupons

Payments of principal in respect of definitive Bearer Notes will (subject as provided below) be made in the manner provided in Condition 6.1 above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of definitive Bearer Notes, and payments of interest in respect of definitive Bearer Notes will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia and its possessions)).

Fixed Rate Notes in definitive bearer form (other than Long Maturity Notes (as defined below)) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined in Condition 8 (*Taxation*)) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 9 (*Prescription*)) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Fixed Rate Note in definitive bearer form becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Note or Long Maturity Note in definitive bearer form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof. A **Long Maturity Note** is a Fixed Rate Note (other than a Fixed Rate Note which on issue had a Talon attached) whose nominal amount on issue is less than the aggregate interest payable thereon provided that such Note shall cease to be a Long Maturity Note on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the nominal amount of such Note.

If the due date for redemption of any definitive Bearer Note is not an Interest Payment Date, interest (if any) accrued in respect of such Note from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant definitive Bearer Note.

### 6.3 Payments in respect of Bearer Global Notes

Payments of principal and interest (if any) in respect of Notes represented by any Global Note in bearer form will (subject as provided below) be made in the manner specified above in relation to definitive Bearer Notes or otherwise in the manner specified in the relevant Global Note, where applicable against presentation or surrender, as the case may be, of such Global Note at the specified office of any Paying Agent outside the United States. A record of each payment made, distinguishing between any payment of principal and any payment of interest, will be made either on such Global Note by the Paying Agent to which it was presented or in the records of Euroclear and Clearstream, Luxembourg, as applicable.

### 6.4 Payments in respect of Registered Notes

Payments of principal in respect of each Registered Note (whether or not in global form) will be made against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Registered Note at the specified office of the Registrar or any of the Paying Agents. Such payments will be made by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Registered Note appearing in the register of holders of the Registered Notes maintained by the Registrar (the **Register**) (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the third business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) before the relevant due date. For these purposes, **Designated Account** means the account (which, in the case of a payment in Japanese yen to a non-resident of Japan, shall be a non-resident account) maintained by a holder with a Designated Bank and identified as such in the Register and **Designated Bank** means (in the case of payment in a Specified Currency other than euro) a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively) and (in the case of a payment in euro) any bank which processes payments in euro.

Payments of interest in respect of each Registered Note (whether or not in global form) will be made by transfer on the due date to the Designated Account of the holder (or the first named of joint holders) of the Registered Note appearing in the Register (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the fifteenth day (whether or not such fifteenth day is a business day) before the relevant due date (the **Record Date**). Payment of the interest due in respect of each Registered Note on redemption will be made in the same manner as payment of the principal amount of such Registered Note.

No commissions or expenses shall be charged to the holders by the Registrar in respect of any payments of principal or interest in respect of Registered Notes.

None of the Issuer or the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

### 6.5 General provisions applicable to payments

The holder of a Global Note shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the Issuer will be discharged by payment to, or to the order of, the holder of such Global Note in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the beneficial holder of a particular nominal amount of Notes represented by such Global Note must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for their share of each payment so made by the Issuer to, or to the order of, the holder of such Global Note.

Notwithstanding the foregoing provisions of this Condition, if any amount of principal and/or interest in respect of Bearer Notes is payable in U.S. dollars, such U.S. dollar payments of principal and/or interest in respect of such Notes will be made at the specified office of a Paying Agent in the United States if:

- (a) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Bearer Notes in the manner provided above when due;
- (b) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and

- (c) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

## **6.6 Payment Day**

If the date for payment of any amount in respect of any Note or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, Payment Day means any day which (subject to Condition 9 (*Prescription*)) is:

- (a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits):
  - (i) in the case of Notes in definitive form only, in the relevant place of presentation; and
  - (ii) in each Additional Financial Centre (other than TARGET2 System) specified in the applicable Final Terms;
- (b) if TARGET2 System is specified as an Additional Financial Centre in the applicable Final Terms, a day on which the TARGET2 System is open; and
- (c) either (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (2) in relation to any sum payable in euro, a day on which the TARGET2 System is open.

## **6.7 Interpretation of principal and interest**

Any reference in the Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

- (a) any additional amounts which may be payable with respect to principal under Condition 8 (*Taxation*);
- (b) the Final Redemption Amount of the Notes;
- (c) the Early Redemption Amount of the Notes;
- (d) the Optional Redemption Amount(s) (if any) of the Notes;
- (e) the Change of Control Redemption Amount (if any) of the Notes; and
- (f) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

Any reference in the Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 8 (*Taxation*).

## **7. REDEMPTION AND PURCHASE**

### **7.1 Redemption at maturity**

Unless previously redeemed or purchased and cancelled as specified below, each Note will be redeemed by the Issuer at its Final Redemption Amount specified in the applicable Final Terms in the relevant Specified Currency on the Maturity Date specified in the applicable Final Terms.

### **7.2 Redemption for tax reasons**

The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time (if this Note is not a Floating Rate Note) or on any Interest Payment Date (if this Note is a Floating Rate Note), on giving not less than the minimum period nor more than the maximum period of notice each as specified in the applicable Final Terms to the Principal Paying Agent and, in accordance with Condition 14 (*Notices*), the Noteholders (which notice shall be irrevocable), if:

- (a) on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 8 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of a Tax Jurisdiction (as defined in Condition 8 (*Taxation*)) or any

change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Notes; and

- (b) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due.

Prior to the publication of any notice of redemption pursuant to this Condition, the Issuer shall deliver to the Principal Paying Agent to make available for inspection at its specified office to the Noteholders (i) a certificate signed by two Directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and (ii) an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

Notes redeemed pursuant to this Condition 7.2 (*Redemption for tax reasons*) will be redeemed at their Early Redemption Amount referred to in Condition 7.8 (*Early Redemption Amounts*) below together with any interest accrued to (but excluding) the date of redemption.

### 7.3 Redemption at the option of the Issuer (Issuer Call)

If Issuer Call is specified as being applicable in the applicable Final Terms, the Issuer may, having given not less than the minimum period nor more than the maximum period of notice each as specified in applicable Final Terms to the Noteholders in accordance with Condition 14 (*Notices*) (which notice shall be irrevocable (other than in the circumstances set out in the next sentence) and shall specify the date fixed for redemption), redeem all or some only of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) each as specified in the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date.

Where the Optional Redemption Amount is Spens Amount or Make-whole Amount, any such notice of redemption may, at the Issuer's discretion, be subject to one or more conditions precedent, in which case such notice shall state that, in the Issuer's discretion, the Optional Redemption Date may be delayed until such time as any or all such conditions shall be satisfied (or waived by the Issuer in its sole discretion), or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied (or waived by the Issuer in its sole discretion) by the Optional Redemption Date, or by the Optional Redemption Date so delayed. Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, in each case as may be specified in the applicable Final Terms.

The Optional Redemption Amount will either be the specified percentage of the nominal amount of the Notes stated in the applicable Final Terms or, if either Spens Amount or Make-whole Amount is specified in the applicable Final Terms, will be:

- (a) if Spens Amount is specified as being applicable in the applicable Final Terms, the higher of (i) 100 per cent. of the nominal amount outstanding of the Notes to be redeemed and (ii) the nominal amount outstanding of the Notes to be redeemed multiplied by the price, as reported to the Issuer by the Determination Agent, at which the Gross Redemption Yield to maturity or, if a Par Call Period is specified in the applicable Final Terms, the Gross Redemption Yield to the Par Call Period Commencement Date on such Notes on the Reference Date is equal to the Gross Redemption Yield (determined by reference to the middle market price) at the Quotation Time on the Reference Date of the Reference Bond, plus the Redemption Margin, all as determined by the Determination Agent; or
- (b) if Make-whole Amount is specified as applicable in the applicable Final Terms, the higher of (i) 100 per cent. of the nominal amount outstanding of the Notes to be redeemed and (ii) the sum of the then present values of the nominal amount outstanding of the Notes to be redeemed and the Remaining Term Interest on such Notes (exclusive of interest accrued to the date of redemption) and such present values shall be calculated by discounting such amounts to the date of redemption on an annual basis (based on the Day Count Fraction specified in the applicable Final Terms) at the Reference Bond Rate, plus the Redemption Margin, all as determined by the Determination Agent.

In this Condition:

**DA Selected Bond** means a government security or securities (which if the Specified Currency is euro, will be a German *Bundesobligationen*) selected by the Determination Agent as having an actual or interpolated maturity

comparable with the remaining term of the Notes, that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities denominated in the Specified Currency and of a comparable maturity to the remaining term of the Notes;

**Determination Agent** means a leading investment bank or financial institution of international standing selected by the Issuer;

**Gross Redemption Yield** means, with respect to a security, the gross redemption yield on such security, expressed as a percentage and calculated by the Determination Agent on the basis set out by the United Kingdom Debt Management Office in the paper "Formulae for Calculating Gilt Prices from Yields", page 5, Section One: Price/Yield Formulae "Conventional Gilts; Double-dated and Undated Gilts with Assumed (or Actual) Redemption on a Quasi-Coupon Date" (published 8 June 1998 and updated on 15 January 2002, 16 March 2005 and as further amended or updated from time to time) on a semi-annual compounding basis (converted to an annualised yield and rounded up (if necessary) to four decimal places) or, if such formula does not reflect generally accepted market practice at the time of redemption, a gross redemption yield calculated in accordance with generally accepted market practice at such time as determined by the Determination Agent;

**Make-whole Amount** has the meaning given to it in Condition 7.3(b) above;

**Quotation Time** shall be as set out in the applicable Final Terms;

**Redemption Margin** shall be as set out in the applicable Final Terms;

**Reference Bond** shall be as set out in the applicable Final Terms or the DA Selected Bond;

**Reference Bond Price** means, with respect to any date of redemption, (a) the arithmetic average of the Reference Government Bond Dealer Quotations for such date of redemption, after excluding the highest and lowest such Reference Government Bond Dealer Quotations, (b) if the Determination Agent obtains fewer than four but more than one such Reference Government Bond Dealer Quotations, the arithmetic average of all such quotations, (c) if the Determination Agent obtains only one such Reference Government Bond Dealer Quotation, such quotation so obtained, or (d) if no Reference Government Bond Dealer Quotations are provided, the price determined by the Determination Agent (or failing which the Issuer, in consultation with the Determination Agent), acting in a commercially reasonable manner, at such time and by reference to such sources as it deems appropriate;

**Reference Bond Rate** means, with respect to any date of redemption, the rate per annum equal to the annual or semi-annual yield (as the case may be) to maturity or interpolated yield to maturity (on the relevant day count basis) of the Reference Bond, assuming a price for the Reference Bond (expressed as a percentage of its nominal amount) equal to the Reference Bond Price for such date of redemption;

**Reference Date** will be set out in the relevant notice of redemption;

**Reference Government Bond Dealer** means each of five banks selected by the Issuer, or their affiliates, which are (A) primary government securities dealers, and their respective successors, or (B) market makers in pricing corporate bond issues;

**Reference Government Bond Dealer Quotations** means, with respect to each Reference Government Bond Dealer and any date of redemption, the arithmetic average, as determined by the Determination Agent, of the bid and offered prices for the Reference Bond (expressed in each case as a percentage of its nominal amount) at the Quotation Time on the Reference Date quoted in writing to the Determination Agent by such Reference Government Bond Dealer;

**Remaining Term Interest** means, with respect to any Note, the aggregate amount of scheduled payment(s) of interest on such Note for the remaining term to maturity of such Note (or, if Issuer Par Call is specified as being applicable in the applicable Final Terms, the remaining term up to the Par Call Period Commencement Date as specified in the applicable Final Terms) determined on the basis of the rate of interest applicable to such Note from and including the date on which such Note is to be redeemed by the Issuer pursuant to this Condition 7.3 above (*Redemption at the option of the Issuer (Issuer Call)*); and

**Spens Amount** has the meaning given to it in Condition 7.3(a) above.

In the case of a partial redemption of Notes, the Notes to be redeemed (**Redeemed Notes**) will (i) in the case of Redeemed Notes represented by definitive Notes, be selected individually by lot, not more than 30 days prior to the date fixed for redemption and (ii) in the case of Redeemed Notes represented by a Global Note, be selected in accordance with the rules of Euroclear and/or Clearstream, Luxembourg, (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion). In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such



Redeemed Notes will be published in accordance with Condition 14 (*Notices*) not less than 15 days prior to the date fixed for redemption.

#### **7.4 Redemption at the option of the Issuer (Issuer Par Call)**

If Issuer Par Call is specified as being applicable in the applicable Final Terms, the Issuer may, having given not less than the minimum period nor more than the maximum period of notice specified in applicable Final Terms to the Noteholders in accordance with Condition 14 (*Notices*) (which notice shall be irrevocable and specify the date fixed for redemption), redeem the Notes then outstanding in whole, but not in part, at any time during the Par Call Period specified as being applicable in the applicable Final Terms, at the Final Redemption Amount specified in the applicable Final Terms, together (if appropriate) with interest accrued but unpaid to (but excluding) the date fixed for redemption.

#### **7.5 Redemption at the option of the Noteholders (Investor Put)**

If Investor Put is specified as being applicable in the applicable Final Terms, upon the holder of any Note giving to the Issuer in accordance with Condition 14 (*Notices*) not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms, the Issuer will, upon the expiry of such notice, redeem such Note on the Optional Redemption Date and at the Optional Redemption Amount specified in the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date.

To exercise the right to require redemption of this Note the holder of this Note must, if this Note is in definitive form and held outside Euroclear and Clearstream, Luxembourg, deliver, at the specified office of any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) at any time during normal business hours of such Paying Agent or, as the case may be, the Registrar falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent or, as the case may be, the Registrar (a **Put Notice**) and in which the holder must specify a bank account to which payment is to be made under this Condition and, in the case of Registered Notes, the nominal amount thereof to be redeemed and, if less than the full nominal amount of the Registered Notes so surrendered is to be redeemed, an address to which a new Registered Note in respect of the balance of such Registered Notes is to be sent subject to and in accordance with the provisions of Condition 2.2 (*Transfers of Registered Notes in definitive form*). If this Note is in definitive bearer form, the Put Notice must be accompanied by this Note or evidence satisfactory to the Paying Agent concerned that this Note will, following delivery of the Put Notice, be held to its order or under its control.

If this Note is represented by a Global Note or is in definitive form and held through Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption of this Note the holder of this Note must, within the notice period, give notice to the Principal Paying Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on their instruction by Euroclear, Clearstream, Luxembourg, or any common depositary or common safekeeper, as the case may be for them to the Principal Paying Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time.

Any Put Notice or other notice given in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg by a holder of any Note pursuant to this Condition 7.5 (*Redemption at the option of the Noteholders (Investor Put)*) shall be irrevocable except where, prior to the due date of redemption, an Event of Default has occurred and is continuing, in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this Condition 7.5 (*Redemption at the option of the Noteholders (Investor Put)*) and instead to declare such Note forthwith due and payable pursuant to Condition 10 (*Events of Default and Enforcement*).

#### **7.6 Redemption at the option of the Noteholders upon a Change of Control (Change of Control Put)**

If a Change of Control Put is specified as being applicable in the applicable Final Terms, upon the occurrence of a Change of Control Put Event (as defined below), each Noteholder will have the option (the **Change of Control Put Option**) to require the Issuer to redeem or, at the Issuer's option, purchase (or procure the purchase of) that Noteholder's Notes on the Change of Control Put Date (as defined below) at the Change of Control Redemption Amount together with interest accrued to but excluding the date of redemption or purchase.

Promptly upon the Issuer becoming aware that a Change of Control Put Event has occurred and, in any event, within 5 days of the Issuer becoming aware that such Change of Control Put Event has occurred, the Issuer shall give notice (a **Change of Control Put Event Notice**) to the Noteholders in accordance with Condition 14 (*Notices*) specifying the nature of the Change of Control Put Event and the procedure for exercising the Change of Control Put Option.

To exercise the Change of Control Put Option, the holder of this Note must, if this Note is in definitive form and held outside Euroclear and Clearstream, Luxembourg, deliver, at the specified office of any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) at any time during normal business hours of such Paying Agent or, as the case may be, the Registrar, on any Payment Day (as defined in Condition 6.6 (*Payment Day*)) at the place of such specified office falling within the Change of Control Put Period (as defined below), a duly signed and completed notice of exercise in the form (for the time being currently obtainable from any specified office of any Paying Agent or, as the case may be, the Registrar (a **Change of Control Put Exercise Notice**) and in which the holder must specify a bank account (or, if payment is to be made by cheque, an address) to which payment is to be made under this Condition 7.6 (*Redemption at the option of the Noteholders upon a Change of Control (Change of Control Put)*) and, in the case of Registered Notes, the nominal amount thereof to be redeemed and, if less than the full nominal amount of the Registered Notes so surrendered is to be redeemed, an address to which a new Registered Note in respect of the balance of such Registered Notes is to be sent subject to and in accordance with the provisions of Condition 2.2 (*Transfers of Registered Notes in definitive form*). If this Note is in definitive bearer form, the Change of Control Put Exercise Notice must be accompanied by this Note or evidence satisfactory to the Paying Agent concerned that this Note will, following the delivery of the Change of Control Put Exercise Notice, be held to its order or under its control.

If this Note is represented by a Global Note or is in definitive form and held through Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption or, as the case may be, purchase of this Note under this Condition 7.6 (*Redemption at the option of the Noteholders upon a Change of Control (Change of Control Put)*) the holder of this Note must, within the Change of Control Put Period, give notice to the Principal Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) of such exercise in accordance with the standard procedures of Euroclear and/or Clearstream, Luxembourg (which may include notice being given on their instruction by Euroclear and/or Clearstream, Luxembourg or any common depositary or common safekeeper, as the case may be, for them to the Principal Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) by electronic means) in a form acceptable to Euroclear and/or Clearstream, Luxembourg from time to time.

A Change of Control Put Exercise Notice given by a holder of any Note shall be irrevocable except where, prior to the due date of redemption or purchase, an Event of Default has occurred and is continuing, in which event such holder, at its option, may elect by notice to the Issuer to withdraw the Change of Control Put Exercise Notice given pursuant to this Condition 7.6 (*Redemption at the option of the Noteholders upon a Change of Control (Change of Control Put)*) and instead treat its Notes as being forthwith due and payable pursuant to Condition 10 (*Events of Default and Enforcement*).

Any Note which is the subject of a Change of Control Put Exercise Notice which has been delivered as described above prior to the expiry of the Change of Control Put Period shall be redeemed or, as the case may be, purchased by (or on behalf of) the Issuer on the date which is the fifteenth Business Day as defined in Condition 5.2(a) (*Interest Payment Dates*) immediately following the last day of the Change of Control Put Period (the **Change of Control Put Date**).

If an amount equal to or exceeding the Minimum Percentage in nominal amount of the Notes outstanding on the date on which the Change of Control Put Exercise Notice is given have been redeemed pursuant to this Condition 7.6 (*Redemption at the option of the Noteholders upon a Change of Control (Change of Control Put)*), the Issuer may give notice to the Noteholders within 15 Business Days after the Change of Control Put Date, that it will on a specified date falling no earlier than 10 Business Days following the date of publication of such notice redeem or purchase all outstanding Notes at the Change of Control Redemption Amount together with interest accrued to but excluding the date of such redemption.

In these Conditions:

a **Change of Control Put Event** will be deemed to occur if:

- (a) any Person or any Persons (other than the State of Finland) acting in concert shall acquire (A) shares in the issued share capital of the Issuer carrying more than 50 per cent. of the voting rights normally exercisable at a general meeting of the Issuer or (B) the power to appoint the majority of the members of the board of directors of the Issuer (each such event being, a **Change of Control**); and
- (b) on the date (the Relevant Announcement Date) that is the earlier of (1) the date of the earliest Potential Change of Control Announcement (as defined below) (if any) and (2) the date of the first public announcement of the relevant Change of Control, the Notes carry:
  - (i) an investment grade credit rating (*Baa3/BBB-/BBB-, or equivalent, or better*) (an **Investment Grade Rating**) from any Rating Agency (provided by such Rating Agency at the invitation or with the consent of the Issuer) and, within the Change of Control Period, any such Rating

Agency downgrades its rating of the Notes to a non-investment grade credit rating (*Ba1/BB+/BB+ or equivalent, or worse*) or withdraws its rating of the Notes and such rating is not within the Change of Control Period (in the case of a downgrade) upgraded or (in the case of a withdrawal) reinstated to an Investment Grade Rating by such Rating Agency; or

- (ii) a non-investment grade credit rating (*Ba1/BB+/BB+ or equivalent or worse*) from any Rating Agency (provided by such Rating Agency at the invitation or with the consent of the Issuer) and such rating from any Rating Agency is within the Change of Control Period downgraded by one or more notches (*for illustration, Ba1/BB+/BB+ to Ba2/BB/BB being one notch*) or withdrawn and is not within the Change of Control Period subsequently (in the case of a downgrade) upgraded or (in the case of a withdrawal) reinstated to its earlier credit rating or better by such Rating Agency; or
- (iii) no credit rating from any Rating Agency and a Negative Rating Event also occurs within the Change of Control Period,

and

- (c) in making the relevant decision(s) referred to above, the relevant Rating Agency announces publicly or confirms in writing to the Issuer that such downgrading and/or withdrawal resulted, directly or indirectly, from the Change of Control or the Potential Change of Control Announcement (whether or not the Change of Control shall have occurred at the time such rating is downgraded and/or withdrawn). Upon receipt by the Issuer of any such written confirmation, the Issuer shall forthwith give notice of such written confirmation to the Noteholders in accordance with Condition 14 (*Notices*)

If the rating designations employed by Moody's, S&P or Fitch are changed from those which are described in paragraph (b) of the definition of "Change of Control Put Event" above, or if a rating is procured from a Substitute Rating Agency, the Issuer shall determine the rating designations of Moody's, S&P or Fitch or such Substitute Rating Agency (as appropriate) as are most equivalent to the prior rating designations of Moody's, S&P or Fitch and this Condition 7.6 (*Redemption at the option of the Noteholders upon a Change of Control (Change of Control Put)*) shall be construed accordingly.

**Change of Control Period** means the period commencing on the Relevant Announcement Date and ending 120 days after the occurrence of the Change of Control or, where a Rating Agency has publicly announced that the Notes are under consideration for rating review or, as the case may be, being assigned a solicited rating (such public announcement being within the period ending 120 days after the Change of Control), the later of (i) such 120th day after the Change of Control and (ii) the date falling 60 days after such public announcement;

**Change of Control Put Period** means the period from, and including, the date of a Change of Control Put Event Notice to, but excluding, the 45th Business Day following the date of the Change of Control Put Event Notice or, if earlier, the eighth day immediately preceding the Maturity Date;

**Fitch** means Fitch Ratings Limited;

**Moody's** means Moody's Deutschland GmbH;

**Negative Rating Event** shall be deemed to have occurred if (i) the Issuer does not, prior to or not later than 21 days after the occurrence of the relevant Change of Control, seek, and thereafter throughout the Change of Control Period use all reasonable endeavours to obtain, a rating of the Notes or (ii) if the Issuer does so seek and use all such reasonable endeavours, it is unable to obtain such rating of at least investment grade (*Baa3/BBB-/BBB- or equivalent or better*) by the end of the Change of Control Period and the relevant Rating Agency announces publicly or confirms in writing to the Issuer that the failure to issue a rating of at least investment grade (*Baa3/BBB-/BBB- or equivalent or better*) was as a result, directly or indirectly, of the Change of Control or the Potential Change of Control Announcement (whether or not the Change of Control had occurred at such time);

**Potential Change of Control Announcement** means any public announcement or statement by or on behalf of the Issuer, any actual or potential bidder or any adviser acting on behalf of any actual or potential bidder relating to any potential Change of Control where within 120 days following the date of such announcement or statement, a Change of Control occurs; and

**Rating Agency** means Moody's, S&P or Fitch or any of their respective successors or any other rating agency (a **Substitute Rating Agency**) of equivalent international standing specified by the Issuer from time to time; and

**S&P** and **Standard & Poor's** means S&P Global Ratings Europe Limited.

## 7.7 Clean-Up Call

If Clean-Up Call is specified as being applicable in the applicable Final Terms, in the event that Notes representing an aggregate principal amount equal to or exceeding the Minimum Percentage of the Notes initially issued (which shall include, for these purposes, any further Notes issued pursuant to Condition 16 (*Further Issues*)) have been redeemed pursuant to Condition 7.5 (*Redemption at the option of the Noteholders (Investor Put)*) or purchased and cancelled pursuant to Condition 7.9 (*Purchases*), the Issuer may, having given not less than the minimum period nor more than the maximum period of notice specified in applicable Final Terms to the Principal Paying Agent and the Noteholders in accordance with Condition 14 (*Notices*), redeem or, at the Issuer's option, purchase (or procure the purchase of) all but not some only of, the Notes then outstanding at the Optional Redemption Amount specified in the applicable Final Terms together with interest accrued to but excluding the date of such redemption. The notice referred to in the preceding sentence shall be irrevocable and shall specify the date fixed for redemption.

## 7.8 Early Redemption Amounts

For the purpose of Condition 7.2 (*Redemption for tax reasons*) and Condition 10 (*Events of Default and Enforcement*):

- (a) each Note (other than a Zero Coupon Note) will be redeemed at its Early Redemption Amount as specified in the applicable Final Terms; or
- (b) each Zero Coupon Note will be redeemed at its Early Redemption Amount being an amount calculated in accordance with the following formula:

$$\text{Early Redemption Amount} = \text{RP} \times (1 + \text{AY})^y$$

where:

**RP** means the Reference Price;

**AY** means the Accrual Yield (as specified in the applicable Final Terms) expressed as a decimal; and

**y** is the Day Count Fraction specified in the applicable Final Terms which will be either (i) 30/360 (in which case the numerator will be equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (ii) Actual/360 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (iii) Actual/365 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 365).

## 7.9 Purchases

The Issuer or any of its Subsidiaries may at any time purchase Notes (provided that, in the case of definitive Bearer Notes, all unmatured Coupons and Talons appertaining thereto are purchased therewith) at any price in the open market or otherwise. Such Notes may be held, reissued, resold or, at the option of the Issuer or the relevant Subsidiary surrendered to any Paying Agent and/or the Registrar for cancellation.

## 7.10 Cancellation

All Notes which are redeemed will forthwith be cancelled (together with all unmatured Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and any Notes purchased and cancelled pursuant to Condition 7.9 above (together with all unmatured Coupons and Talons cancelled therewith) shall be forwarded to the Principal Paying Agent and cannot be reissued or resold.

## 7.11 Late payment on Zero Coupon Notes

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to Condition 7.1 (*Redemption at maturity*), 7.2 (*Redemption for tax reasons*), 7.3 (*Redemption at the option of the Issuer (Issuer Call)*) or 7.4 (*Redemption at the option of the Issuer (Issuer Par Call)*) or upon its becoming due and repayable as provided in Condition 10 (*Events of Default and Enforcement*) is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in

Condition 7.8(b) as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of:

- (a) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and
- (b) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Notes has been received by the Principal Paying Agent or the Registrar and notice to that effect has been given to the Noteholders in accordance with Condition 14 (*Notices*).

## 8. TAXATION

All payments of principal and interest in respect of the Notes and Coupons by or on behalf of the Issuer will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law. In such event, the Issuer will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes or Coupons after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes or Coupons, as the case may be, in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Note or Coupon:

- (a) presented for payment in the Republic of Finland; or
- (b) the holder of which is liable for such taxes or duties in respect of such Note or Coupon by reason of the holder's having some connection with a Tax Jurisdiction other than the mere holding of such Note or Coupon; or
- (c) presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Day (as defined in Condition 6.6 (*Payment Day*)).

As used herein:

- (i) **Tax Jurisdiction** means the Republic of Finland or any political subdivision or any authority thereof or therein having power to tax or any other jurisdiction (or any political subdivision or any authority thereof or therein having power to tax) to which payments made by the Issuer of principal and interest on the Notes or Coupons become generally subject; and
- (ii) the **Relevant Date** means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Principal Paying Agent or the Registrar, as the case may be, on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 14 (*Notices*).

## 9. PRESCRIPTION

The Notes (whether in bearer or registered form) and Coupons will become void unless claims in respect of principal and/or interest are made within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 8 (Taxation)) therefor.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition or Condition 6.2 (*Presentation of definitive Bearer Notes and Coupons*) or any Talon which would be void pursuant to Condition 6.2 (*Presentation of definitive Bearer Notes and Coupons*).

## 10. EVENTS OF DEFAULT AND ENFORCEMENT

### 10.1 Events of Default

If any one or more of the following events (each an **Event of Default**) occurs and is continuing:

- (a) if default is made in the payment in the Specified Currency of any principal or interest due in respect of the Notes or any of them and the default continues for a period of seven days in the case of principal and 14 days in the case of interest; or

- (b) if any indebtedness of the Issuer in respect of moneys borrowed and raised in the aggregate amount of at least EUR 75,000,000 or its equivalent in any other currency is accelerated prematurely because of an event of default, howsoever described, or if any such indebtedness is not repaid on the due date thereof as extended by any applicable grace period; or
- (c) if the Issuer fails to pay when due (subject to any applicable grace period) any amount payable by it under any guarantee of any indebtedness given by the Issuer in the aggregate amount of at least EUR 75,000,000 or its equivalent in any other currency; or
- (d) if any Security Interest (as defined above) in the aggregate amount of at least EUR 75,000,000 or its equivalent in any other currency given by the Issuer for any indebtedness of the Issuer becomes enforceable by reason of an event of default; or
- (e) if the Issuer fails to perform or observe any of its obligations under Condition 4.1 (*Negative Pledge*) and (except in any case where the failure is incapable of remedy when no such continuation or notice as is hereinafter mentioned will be required) the failure continues unremedied for the period of 30 days following the service by a Noteholder on the Issuer of written notice requiring the same to be remedied; or
- (f) if the Issuer ceases to carry on its current business in its entirety; or
- (g) if the Issuer has been adjudged into winding up (*selvitystila*) or declared bankrupt,

then any holder of a Note may, by written notice to the Issuer at the specified office of the Principal Paying Agent, effective upon the date of receipt thereof by the Principal Paying Agent, declare any Note held by it to be forthwith due and payable whereupon the same shall become forthwith due and payable at its Early Redemption Amount, together with accrued interest (if any) to the date of repayment, without presentment, demand, protest or other notice of any kind.

## 11. REPLACEMENT OF NOTES, COUPONS AND TALONS

Should any Note, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Principal Paying Agent (in the case of Bearer Notes or Coupons) or the Registrar (in the case of Registered Notes) upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes, Coupons or Talons must be surrendered before replacements will be issued.

## 12. AGENTS

The initial Agents are set out above. If any additional Paying Agents are appointed in connection with any Series, the names of such Paying Agents will be specified in Part B of the applicable Final Terms.

The Issuer is entitled to vary or terminate the appointment of any Agent and/or appoint additional or other Agents and/or approve any change in the specified office through which any Agent acts, provided that:

- (a) there will at all times be a Principal Paying Agent and a Registrar;
- (b) so long as the Notes are listed on any stock exchange or admitted to listing by any other relevant authority, there will at all times be a Paying Agent (in the case of Bearer Notes) and a Transfer Agent (in the case of Registered Notes) with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or other relevant authority; and
- (c) there will at all times be a Paying Agent in a jurisdiction within Europe, other than the jurisdiction in which the Issuer is incorporated.

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 6.5 (*General provisions applicable to payments*). Notice of any variation, termination, appointment or change in Paying Agents will be given to the Noteholders promptly by the Issuer in accordance with Condition 14 (*Notices*).

In acting under the Agency Agreement, the Agents act solely as agents of the Issuer and do not assume any obligation to, or relationship of agency or trust with, any Noteholder or Couponholder. The Agency Agreement contains provisions permitting any entity into which any Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor agent.

### **13. EXCHANGE OF TALONS**

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of any Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 9 (*Prescription*).

### **14. NOTICES**

All notices regarding the Bearer Notes will be deemed to be validly given if published in a leading English language daily newspaper of general circulation in London. It is expected that any such publication in a newspaper will be made in the *Financial Times* in London. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules of any stock exchange or other relevant authority on which the Bearer Notes are for the time being listed or by which they have been admitted to trading including publication on the website of the relevant stock exchange or relevant authority if required by those rules. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers.

All notices regarding the Registered Notes will be deemed to be validly given if sent by first class mail or (if posted to an address overseas) by airmail to the holders (or the first named of joint holders) at their respective addresses recorded in the Register and will be deemed to have been given on the fourth day after mailing and, in addition, for so long as any Registered Notes are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published on the website of the relevant stock exchange or relevant authority and/or in a daily newspaper of general circulation in the place or places required by those rules.

Until such time as any definitive Notes are issued, there may, so long as any Global Notes representing the Notes are held in their entirety on behalf of Euroclear and/or Clearstream, Luxembourg, be substituted for such publication in such newspaper(s) or such mailing the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg for communication by them to the holders of the Notes and, in addition, for so long as any Notes are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published on the website of the relevant stock exchange or relevant authority and/or in a daily newspaper of general circulation in the place or places required by those rules. Any such notice shall be deemed to have been given to the holders of the Notes on the day after the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg.

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relative Note or Notes, with the Principal Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes). Whilst any of the Notes are represented by a Global Note, such notice may be given by any holder of a Note to the Principal Paying Agent or the Registrar through Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Principal Paying Agent, the Registrar and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

### **15. MEETINGS OF NOTEHOLDERS AND MODIFICATION**

#### **15.1 Meetings of Noteholders**

The Agency Agreement contains provisions for convening meetings (including by way of conference call or by use of a videoconference platform) of the Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Notes, the Coupons or any of the provisions of the Agency Agreement. Such a meeting may be convened by the Issuer and shall be convened by the Issuer if required in writing by Noteholders holding not less than five per cent. in nominal amount of the Notes for the time being remaining outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing not less than 50 per cent. in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Notes or the Coupons (including modifying the date of maturity of the Notes or any date for payment of interest thereon, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes or the Coupons or amending the Deed of Covenant), the quorum shall be one or more persons holding or representing not less than two-thirds in nominal amount of the Notes for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing not less than one-third in nominal amount of the Notes for the time being outstanding.

The Agency Agreement provides that (i) a resolution passed at a meeting duly convened and held in accordance with the Agency Agreement by a majority consisting of not less than three-fourths of the votes cast on such resolution, (ii) a resolution in writing signed by or on behalf of the holders of not less than three-fourths in nominal amount of the Notes for the time being outstanding or (iii) consent given by way of electronic consents through the relevant clearing system(s) (in a form satisfactory to the Principal Paying Agent) by or on behalf of the holders of not less than three-fourths in nominal amount of the Notes for the time being outstanding, shall, in each case, be effective as an Extraordinary Resolution of the Noteholders. An Extraordinary Resolution passed by the Noteholders will be binding on all Noteholders, whether or not they are present at any meeting and whether or not they voted on the resolution, and on all Couponholders.

## **15.2 Modification**

The Principal Paying Agent and the Issuer may agree, without the consent of the Noteholders or Couponholders, to:

- (a) any modification (except such modifications in respect of which an increased quorum is required as mentioned above) of the Notes, the Coupons, the Deed of Covenant or the Agency Agreement which is not prejudicial to the interests of the Noteholders;
- (b) any modification as a result of the operation of Condition 5.2(f); or
- (c) any modification of the Notes, the Coupons, the Deed of Covenant or the Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of the law.

Any such modification shall be binding on the Noteholders and the Couponholders and any such modification shall be notified to the Noteholders in accordance with Condition 14 (*Notices*) as soon as practicable thereafter.

## **16. FURTHER ISSUES**

The Issuer shall be at liberty from time to time without the consent of the Noteholders or the Couponholders to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue and so that the same shall be consolidated and form a single Series with the outstanding Notes.

## **17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

No person shall have any right to enforce any term or condition of this Note under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

## **18. GOVERNING LAW AND SUBMISSION TO JURISDICTION**

### **18.1 Governing law**

The Agency Agreement, the Deed of Covenant, the Notes and the Coupons and any non-contractual obligations arising out of or in connection with the Agency Agreement, the Deed of Covenant, the Notes and the Coupons are governed by, and construed in accordance with, English law.

### **18.2 Submission to jurisdiction**

- (a) Subject to Condition 18.2(c) below, the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with the Notes and/or the Coupons, including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with the Notes and/or the Coupons (a **Dispute**) and accordingly each of the Issuer and any Noteholders or Couponholders in relation to any Dispute submits to the exclusive jurisdiction of the English courts.
- (b) For the purposes of this Condition 18.2 (*Submission to jurisdiction*), the Issuer waives any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.
- (c) To the extent allowed by law, the Noteholders and the Couponholders may, in respect of any Dispute or Disputes, take (i) proceedings in any other court with jurisdiction; and (ii) concurrent proceedings in any number of jurisdictions.



### **18.3 Appointment of Process Agent**

The Issuer irrevocably appoints Akin Gump LLP at Ten Bishops Square, London E1 6EG as its agent for service of process in any proceedings before the English courts in relation to any Dispute and agrees that, in the event of Akin Gump LLP being unable or unwilling for any reason so to act, it will immediately appoint another person as its agent for service of process in England in respect of any Dispute. The Issuer agrees that failure by a process agent to notify it of any process will not invalidate service. Nothing herein shall affect the right to serve process in any other manner permitted by law.

### **18.4 Other documents**

The Issuer has in the Agency Agreement and the Deed of Covenant submitted to the jurisdiction of the English courts and appointed an agent for service of process in terms substantially similar to those set out above.

## USE OF PROCEEDS

The net proceeds from each issue of Notes will be applied by the Issuer for its general corporate purposes, which include making a profit. If, in respect of an issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

In particular, if so specified in the use of proceeds section of the applicable Final Terms, the Issuer intends to apply an amount equal to the net proceeds from an issue of Notes specifically for Eligible Assets and Projects as set out in the Issuer's Green Finance Framework (as amended, supplemented or replaced from time to time, the **Framework**) which is available for viewing on the Issuer's website at [www.neste.com/investors/credit/green-finance](http://www.neste.com/investors/credit/green-finance). Such Notes may also be referred to as **Green Bonds**.

The Issuer has obtained a second-party opinion from S&P Global Ratings (the **Second Party Opinion**), an external ESG research and analysis provider, to confirm the Framework's alignment with the International Capital Markets Association (ICMA) Green Bond Principles 2021 (with June 2022 Appendix 1). The Second Party Opinion is available for viewing on the Issuer's website at [www.neste.com/investors/credit/green-finance](http://www.neste.com/investors/credit/green-finance).

No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of any opinion or certification of any third party (whether or not solicited by the Issuer) which may be made available in connection with the issue of any Green Bonds and in particular with any Eligible Assets and Projects to fulfil any environmental, sustainability, social and/or other criteria. For the avoidance of doubt, neither any such opinion or certification nor the Framework are, nor shall be deemed to be, incorporated in and/or form part of this Base Prospectus. Neither such opinion or certification nor the Framework are, nor should be deemed to be, a recommendation by the Issuer or any of the Dealers or any other person to buy, sell or hold any such Green Bonds. Any such opinion or certification is only current as at the date that opinion or certification was initially issued and the criteria and/or considerations that formed the basis of the Second Party Opinion or any such other opinion or certification may change at any time and the Second Party Opinion may be amended, updated, supplemented, replaced and/or withdrawn. Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein and/or the provider of such opinion or certification for the purpose of any investment in such Green Bonds. Currently, the providers of such opinions and certifications are not subject to any specific regulatory or other regime or oversight. Prospective investors in any Green Bonds should also refer to the risk factors above headed "*Risks Related to the Notes Generally—Notes issued as a Green Bonds with a specific use of proceeds may not meet investor expectations or requirements*", "*Risks Related to the Notes Generally—No assurance of suitability or reliability of any Second Party Opinion or any other opinion, report or certification of any third party relating to any Green Bonds*", "*Risks Related to the Notes Generally—No assurance that Green Bonds will be admitted to trading on any dedicated "green", "sustainable", "social" (or similar) segment of any stock exchange or market, or that any admission obtained will be maintained*" and "*Risks Related to the Notes Generally—Green Bonds are not linked to the performance of any Eligible Assets and Projects, do not benefit from any arrangements to enhance the performance of the Notes or any contractual rights derived solely from the intended use of proceeds of such Notes*".

## INFORMATION ABOUT NESTE

### Overview

Neste creates solutions for combating climate change and accelerating a shift to a circular economy. Neste refines waste, residues, vegetable oils and innovative raw materials into renewable fuels and sustainable feedstock for polymers and chemicals. Neste is a global producer of SAF, renewable diesel and renewable feedstock solutions for the polymers and chemicals industry. Neste is also developing chemical recycling technologies and capacity to combat the plastic waste challenge. In addition, Neste is a technologically advanced refiner of high-quality oil products with a commitment to reach carbon-neutral production by 2035. According to management, Neste's renewable products helped reduce GHG emissions by 11.0 million tonnes in 2023 compared to crude oil-based products. For the year ended 31 December 2023, Neste's revenue amounted to EUR 22,926 million and its operating profit amounted to EUR 1,682 million as compared to EUR 25,707 million and EUR 2,410 million, respectively, for the year ended 31 December 2022. For the six months ended 30 June 2024, Neste's revenue amounted to EUR 9,443 million and its operating profit amounted to EUR 81 million as compared to EUR 10,649 million and EUR 597 million, respectively, for the six months ended 30 June 2023. For more information about Neste's results and the factors affecting the results, see "*Documents Incorporated by Reference*".

Neste's businesses are grouped into four reporting segments: Renewable Products, Oil Products, Marketing & Services and Others. Neste had a revenue of EUR 22.9 billion in 2023. As at 31 December 2023, Neste had 6,014 employees, of which 2,190 were based outside Finland.

Neste's predecessor, Neste Oy (**Old Neste**), was founded in 1948 in order to secure Finland's oil supply. Old Neste was listed on the Helsinki Stock Exchange in 1995, and in 1997, the Finnish Council of State decided to merge Old Neste with Imatran Voima Oy to form Fortum Corporation (**Fortum**), which was listed on the Helsinki Stock Exchange in December 1998. The merged oil and power company continued its operations until 2005, when the oil business was spun off as a separate company to form Neste and the shares in Neste were listed on the Helsinki Stock Exchange. Neste's shares are listed on Nasdaq Helsinki under the trading code NESTE.

Neste was registered in the Finnish Trade Register on 1 May 2004, and its business identity code is 1852302-9. Neste is a public limited liability company incorporated in Finland, and it is organised under the laws of Finland. Its registered address is Keilaranta 21, FI-02150 Espoo, Finland, and its telephone number is +358 10 45811. Neste's legal entity identifier code (LEI) is 5493009GY1X8GQ66AM14.

According to article 2 of the Issuer's articles of association (the **Articles of Association**), Neste's field of business is to engage, both directly and through its subsidiaries and affiliated companies, in oil and gas production, in the oil, energy and chemical industries and trading in these businesses, in merchant shipping, in engineering, and other business operations related to the aforementioned. Neste may own and administer real estate, shares, and other securities.

### Corporate History

Old Neste was founded in 1948 to secure Finland's oil supply. Old Neste's first refinery came on-stream in Naantali in 1957, and the first crude oil cargo arrived there in June 1957. In 1960, Old Neste decided to double the capacity of the Naantali refinery, which came on-stream in 1962. The Porvoo refinery, Old Neste's second refinery, came on-stream in 1966.

In the 1970s, Old Neste became the largest company in Finland, and it had an important role in balancing Finland's trade with the Soviet Union. Petrochemicals and plastics, oil drilling and natural gas industries emerged in Finland through the efforts of Old Neste.

In the 1990s, Old Neste's Exploration & Production business in the North Sea and the Middle East expanded, and Neste service stations started operating in the Baltic Rim countries. Borealis, the petrochemicals joint venture with Statoil, and Gasum, the natural gas company co-owned with Gazprom, were established. Petrochemicals operations were divested 1998, and the remaining chemicals businesses in 1999. Gasum's shares were transferred to Fortum in 2004.

On 27 November 1995, Old Neste's initial public offering was completed and its shares were listed on the Helsinki Stock Exchange. In 1997, the Finnish Council of State decided to merge Old Neste with Imatran Voima Oy to form Fortum, which was listed on the Helsinki Stock Exchange in December 1998, and Old Neste became a subsidiary of Fortum.

In 2005, Neste was spun off from Fortum. Neste's shares were first quoted on the Helsinki Stock Exchange on 18 April 2005. Further in 2005, Neste decided to build a renewable diesel production unit in Porvoo, Finland, and in 2006 the second renewable diesel production unit in Porvoo, with the aim of becoming the world's leading producer of renewable diesel.

In 2007, Neste decided to build a renewable diesel plant in Singapore. In addition, Neste inaugurated a new diesel line and a renewable diesel production unit in Porvoo. Further, Neste's total production capacity for renewable products reached 0.2 million tonnes per year.

In 2008, Neste decided to build Europe's largest renewable diesel plant in Rotterdam, the Netherlands.

In 2010, Neste established the renewable diesel plant in Singapore.

In 2011, Neste's fourth renewable diesel plant, in Rotterdam, the Netherlands, was commissioned.

In 2013, Neste made significant investments to improve the energy efficiency and operational reliability of its Porvoo refinery.

In 2014, Neste completed the arrangements to sell its key vessels to companies owned by Finland's National Emergency Supply Agency and Ilmarinen Mutual Pension Insurance Company and outsource its ship management functions to OSM Ship Management Finland Oy.

In 2018, Neste announced that it had made the final investment decision on additional renewable products production capacity in Singapore. The construction of the project started at the beginning of 2019.

In 2019, Neste renewed its strategy with the aim to become a global leader in renewable and circular solutions and restructured its organisation to better support the renewed strategy.

In 2021, Neste ended refining operations at its refinery in Naantali, Finland, but port and distribution operations continue.

In 2022, Neste announced the completion of the transaction to establish a 50/50 joint operation for production of renewable fuels with Marathon in the United States. The joint operation, called Martinez Renewables, is expected to increase Neste's renewable products capacity by slightly over 1 million tonnes (365 million US gallons) per year.

Also in 2022, Neste announced that it had made the final investment decision on additional renewable products production capacity in Rotterdam. The Rotterdam refinery expansion investment is expected to increase Neste's total nameplate production capacity for renewable products in Rotterdam by 1.3 million tonnes per year to a total of 2.7 million tonnes per year. Neste's target is to start up the new production unit during the first half of 2026.

In 2023, Neste finalised the expansion of its Singapore refinery, which is expected to increase the refinery's total production capacity to 2.6 million tonnes per year, including up to one million tonnes of SAF.

Also in 2023, Neste announced the gradual long-term transformation of Neste's crude oil refinery in Porvoo, Finland, into a renewable and circular solutions site with estimated long-term capacity potential of approximately 3 million tonnes of renewable and circular products. The planned transformation requires multiple separate investment decisions before targeted completion in the mid-2030s.

### **Neste's Strategy**

Neste's aim is to deliver outstanding value with renewable and circular solutions. Neste is continuing its growth and transformation as a global producer of SAF and renewable diesel and a forerunner in producing more sustainable raw material solutions for the polymers and chemicals industry.

Neste outlined its updated strategy in June 2023. Neste will continue to differentiate itself from competitors with its flexible global operating platform and focus on feedstock growth and expansion in its most attractive markets. Neste's strategy "Taking Charge of Change" is built around two core themes: profitable growth and efficiency.

#### ***Profitable Growth***

- Expand global raw material base. Neste aims to continue to grow and strengthen its position in the waste and residues value chain, novel vegetable oils and liquefied waste plastics.
- Grow in attractive markets. Neste aims to strengthen its presence in selected markets to better serve its customers and help them to thrive. This will apply to all Neste's businesses and especially in areas of aviation, and polymers and chemicals.

#### ***Efficiency***

- Increased optionality and value creation. Neste aims to enhance its optionality in raw materials, products and markets in order to allow it to better adapt to dynamic business environments and strengthen its end-to-end optimisation capabilities. This elevates Neste's competitive edge but also amplifies its proficiency in navigating market dynamics and regulatory landscapes, and enables it to create better value for its customers.

- Increased cost competitiveness. Neste plans to further intensify its efforts to improve competitiveness and drive efficiency. This includes meticulous management of fixed costs and net working capital, as well as organisational, digital, end-to-end and project development.

### **Strategy Execution**

Neste will continue to strive towards its sustainability vision (see "*Neste's Sustainability Vision*" below) and ensure high standards in sustainability. Safety remains at the heart of Neste's operations – every day, everywhere.

Neste has set its long-term targets to:

- help customers reduce their GHG emissions by at least 20 million tonnes CO<sub>2</sub> equivalent annually by 2030 and meet their climate targets with Neste's renewable and circular solutions;
- reduce emissions in Neste's own production (scope 1 & 2) by 50 per cent. by 2030 compared to the 2019 level, and reach carbon neutral production by 2035;
- reduce the use phase emission intensity of sold products by 50 per cent. by 2040 compared to 2020 levels (use phase emission intensity is calculated by dividing the emissions from the use of products sold by Neste (part of scope 3) by the total amount of sold energy (gCO<sub>2</sub>e/MJ)); and
- work with its suppliers and partners to reduce emissions across Neste's entire value chain (scope 3).

With the aim of securing profitable growth, Neste is expanding its global feedstock and production platform for renewables. Neste is investing in increasing product optionality at its refineries and its advanced pre-treatment capabilities and global feedstock sourcing organisation to increase feedstock flexibility. Neste is also expanding its terminal capacity and developing feedstock logistics capabilities.

Neste produces renewable products at its refineries in Finland, the Netherlands, Singapore and the United States (by virtue of the 50/50 joint operation with Marathon in Martinez, California) entirely from renewable raw materials. With the Singapore expansion and the joint operation with Marathon for the production of renewable diesel (see "*Description of Operations by Business Area—Renewable Products—Refineries for Renewable Products*" below), Martinez Renewables, a total nameplate production capacity for renewable products of 5.5 million tonnes per year is targeted to be reached by the end of 2024. When completed, Neste's Rotterdam refinery expansion project in the Netherlands is expected to further increase the Group's total nameplate production capacity for renewable products to 6.8 million tonnes per year by the end of 2026.

Neste is strengthening its global waste and residues position via acquisitions along the feedstock value chain and increasing innovations to grow the raw materials base that serves the broadening of its end markets and future needs. Neste is also investigating the use of recycled raw materials such as liquefied waste plastic as refinery raw material and solutions for the production and utilisation of renewable hydrogen in the refinery processes. In May 2023, Neste decided to proceed to the basic engineering phase of a 120 megawatt electrolyser project to produce green hydrogen at its Porvoo refinery. During 2023, the MultiPLHY project demonstrating renewable hydrogen production at Neste's Rotterdam refinery proceeded to the commissioning phase. In June 2023, Neste made the final investment decision to commence construction of upgrading facilities for liquefied plastic waste at its Porvoo refinery. With the investment, Neste aims to build the capacity to upgrade 150,000 tonnes of liquefied waste plastic per year.

In December 2023, Neste completed the strategic study launched in September 2022, and began a gradual transformation of its crude oil refinery in Porvoo, Finland, into a renewable and circular solutions refining site. The planned transformation will proceed in phases and requires multiple separate investment decisions during the next decade before targeted completion in the mid-2030s.

### **Long-term Targets**

Neste's long-term financial targets are to maintain a leverage ratio (leverage ratio is defined as interest-bearing net debt divided by the sum of interest-bearing net debt and total equity) of below 40 per cent. and a comparable return on average capital employed after tax (**ROACE**) of above 15 per cent. annually over the long term. On 19 June 2023, Neste announced that it had updated its dividend policy according to which Neste's target is to pay a competitive and over time growing dividend. According to the former dividend policy, Neste would distribute at least 50 per cent. of Neste's comparable net profit for the year in the form of dividends.

On 19 June 2023, Neste further announced a new improvement target for the Neste Excellence programme. The new target is to create over EUR 350 million of additional value by the end of 2026, compared to 2022 acting as the new base year. For more information on the organisational change completed in 2024, see "*Description of Operations by Business Area—Organisational Change Process*".

*The strategic objectives and financial targets above include Alternative Performance Measures (as defined herein). For more information on the basis of calculation and reasons for the use of the Alternative Performance Measures, see "Alternative Performance Measures and Other Key Performance Indicators".*

*These strategic objectives and financial targets are not guarantees of future financial performance. Neste's actual results of operations could differ materially from those expressed or implied by these targets as a result of many factors, including but not limited to those described under "Risk Factors". Any objectives and targets discussed herein are objectives and targets only and are not, and should not be viewed as, forecasts, projections, estimates or views of Neste's future performance.*

## **Neste's Sustainability Vision**

Neste's sustainability vision is built on the following:

- **Climate:** Neste aims to lead transformation towards a carbon-neutral value chain (scope 1–3) by 2040 (see also "—Neste's Strategy" above).
- **Biodiversity:** Neste aims to drive a positive impact on biodiversity and aims to achieve a nature positive value chain by 2040 (Nature positive aims at halting and reversing biodiversity loss, positive biodiversity outweighing negative ones).
- **Human rights:** Neste strives to create a more equitable and inclusive value chain by 2030 in which everyone works with dignity.
- **Supply chain and raw materials:** Neste aims to drive safe and healthy workplace, fair labour practices and increased sustainability commitment across the supply chain.

## **Credit Ratings**

On 11 December 2023, Moody's affirmed Neste's A3 long-term issuer rating.

## **Description of Operations by Business Area**

### **Organisational Change Process**

On 13 March 2024, Neste announced that it had completed its organisational change process, which was announced on 1 November 2023. Neste informed that it will merge its three renewable business units into one Renewable Products business unit as well as restructure its functions to better support business-driven ways of working. The organisational change does not affect the Group's reporting segments.

With the more simplified organisational structure and operational model, Neste aims to secure the execution of its growth strategy with improved cost efficiency and to strengthen its long-term competitiveness. The planned organisational changes are expected to lead to a reduction of approximately 400 job roles globally.

The restructuring is expected to result in total annual cost savings of approximately EUR 50 million going forward. Neste communicated on its Capital Markets Day in June 2023 that it is targeting over EUR 350 million value creation with its Neste Excellence programme by the end of 2026, compared to the year 2022 acting as the new base year. The organisational changes and a more streamlined development portfolio discussed above are key steps in the Neste Excellence programme.

The organisational changes also impacted the structure and composition of the Executive Committee of Neste. See "Board of Directors and Management—Executive Committee".

### **Business Areas and Common Functions**

Neste's operations are built around three business areas and five common functions. The business areas act as profit centres and are responsible for their respective customers, products and business development. Neste's business areas are: Renewable Products, Oil Products and Marketing & Services. The common functions are: Renewables Supply Chain and Sustainability, Technology and Projects, Finance, Strategy and IT, HR, Safety and Communications, and Legal. The common functions are responsible for supporting the business areas and other organisations, and ensure their cost efficiency, transparency, and harmonisation of procedures across the Group, and for overseeing the use and sufficiency of Neste's resources.

## ***Renewable Products***

### ***General***

Neste's Renewable Products business area markets and sells renewable diesel, sustainable aviation fuel, renewable solvents and feedstock for bioplastics to the domestic and international wholesale markets. Neste's main market areas are Europe and North America, and it is expanding in the Asia-Pacific region (**APAC**). Neste's customers include retailers, wholesale customers such as transportation service companies, municipalities and other fleet owners or operators, airlines, airports, aviation fuel suppliers and corporate business travellers, as well as polymers and chemicals producers.

The Renewable Products business area's key strengths are:

- High-quality renewable diesel, SAF, renewable and recycled feedstock for the polymers and chemicals industry, as well as other renewable products and solutions to significantly reduce GHG emissions and reliance on fossil-based alternatives;
- Chemical recycling technology helps combat plastic waste and enable recycled content in demanding applications;
- Capability of establishing value chain partnerships to develop chemical recycling of hard-to-recycle plastic and to enable production of new high-quality polymers and chemicals from waste plastic;
- An extensive global supply network for a wide variety of renewable raw materials with waste and residues accounting for 92 per cent. (95 per cent. in 2022) of Neste's renewable raw materials inputs globally in 2023;
- Capability of pre-treating low-quality waste and residue raw materials to enable their use in the production of high-quality products; and
- Global customer base extending over multiple sectors.

The Renewable Products business area's main demand factors are:

- Increasing introduction of renewable energy requirements and/or emission reduction targets by governments for the transportation sector. This is especially the case in the EU, where, for example, SAF will be mandated;
- Regulators working on recycled content targets to promote circularity;
- Leading companies and brands wanting to reduce their own emissions and providing their customers with more sustainable products based on renewable and circular solutions; and
- Increasing societal pressure from consumers who want to see a reduction in fossil fuel use and increase in the use of products made from recycled materials. This is particularly related to the global plastic waste challenge.

Neste's main competitors include other renewable diesel and SAF producers, as well as producers of conventional biodiesel, and other providers of renewable and circular solutions for the polymers and chemicals sectors.

### ***Renewable Products***

#### **Sustainable Aviation Fuel**

Neste MY Sustainable Aviation Fuel™ (a SAF) provides a solution for reducing GHG emissions of air travel and transportation. Using the fuel in neat form (*i.e.*, 100 per cent. concentration) reduces GHG emissions by up to 80 per cent. over the fuel's life cycle compared to using fossil jet fuel (calculation method: CORSIA (a harmonised way to reduce emissions from international aviation established by the International Civil Aviation Organization)). Neste is actively working with partners in the aviation supply chain to grow the availability of SAF for the aviation industry globally.

Neste MY Sustainable Aviation Fuel™ is used by commercial airlines in Europe, North America and Asia-Pacific, including Lufthansa, Air France-KLM, IAG, Finnair, American Airlines, United Airlines and cargo carriers such as DHL Group, Cargolux and Amazon PrimeAir. It is available at an increasing number of major airports, including San Francisco International Airport, Los Angeles International Airport, Amsterdam Airport Schiphol, Frankfurt Airport, Narita International Airport and Singapore Changi Airport. With the expansion of the Singapore refinery and ongoing modification of the Rotterdam refinery, Neste expects to achieve an annual SAF production capability of 1.5 million tonnes by the end of 2024. Furthermore, the ongoing Rotterdam refinery expansion is projected to increase the capacity to 2.2 million tonnes in 2026. Thereafter Neste sees further opportunities to expand its SAF production capability at its existing refineries and over the longer term through its innovation platforms.

On 4 March 2024, Neste announced that it launched its new emission reduction solution, Neste Impact, for businesses looking to reduce the carbon footprint of their air travel and transport activities.

Neste MY Sustainable Aviation Fuel™ is chemically similar to conventional jet fuel and it is fully compatible with the existing jet engines and fuel distribution infrastructure when blended with fossil jet fuel. The fuel complies with the strict safety and quality requirements of the aviation sector and is certified under ASTM D7566. Neste MY Sustainable Aviation Fuel™ has excellent storage properties, oxidation stability remains the same for many years in neat form, which enables long-term storage.

### Renewable Polymers and Chemicals

Neste RE™ is a drop-in solution made with renewable and recycled raw materials to replace fossil feedstock in the production of polymers and chemicals. Plastics based on Neste RE are of identical quality to those made from conventional feedstock. Neste RE™ can be produced via two routes: (i) renewable Neste RE™ is made from 100 per cent. bio-based materials such as waste and residue oils and fats; and (ii) recycled Neste RE™ is made from chemically recycled plastic waste.

Neste RE™, produced from 100 per cent. renewable raw materials, has more than a 85 per cent. smaller carbon footprint over its life cycle than conventional fossil raw materials commonly used in polymers and chemicals production (*source: Life cycle assessment on environmental impacts of Neste RE™ (internal Neste report), June 2021*). For the production of renewable Neste RE™, Neste's proprietary NEXBTL technology is leveraged.

Neste RE™ can also be made from chemically recycled hard-to-recycle plastic waste. In a circular plastics value chain, in which waste plastic is chemically recycled and the polymers are produced from recycled Neste RE™, GHG emissions are reduced by at least 35 per cent. compared to the current scenario in which polymers are produced from virgin fossil raw materials and plastic waste is incinerated (*source: Life cycle assessment on environmental impacts of chemical recycling of waste plastic – Case Neste (internal Neste report), October 2022*). To produce recycled Neste RE™, Neste is using a new technology: chemical recycling. In December 2023, Neste announced that it had already processed more than 6,000 tonnes of liquefied waste plastic. A new facility is currently being constructed at Neste's Porvoo refinery with an aim to enable the upgrading of 150,000 tonnes of liquefied waste plastic each year. This first phase of Neste's EU Innovation Fund backed PULSE project, which sees Neste investing EUR 111 million in total, is expected to be finalised in the first half of 2025. In total, PULSE is aiming for an annual capacity to process 400,000 tonnes of liquefied waste plastic.

Renewable Neste RE™ can be produced at the renewable refineries in Rotterdam, Porvoo or Singapore. Recycled Neste RE™ is produced at the crude oil refinery in Porvoo.

Neste RE™ can be used for plastics and chemicals in a wide range of applications such as toys, sports equipment and clothing, food and beverage packaging, personal and home care, automotive, construction, electronics, and medical applications.

Neste is collaborating with industry pioneers to tackle the global plastics challenge and to replace fossil feedstocks with more sustainable ones in the production of polymers and chemicals.

### Renewable Diesel

Neste MY Renewable Diesel™ is a drop-in solution for all diesel-powered vehicles that is fully compatible with all diesel engines and the diesel fuel distribution infrastructure. Neste MY Renewable Diesel™ is made from renewable raw materials such as used cooking oil, animal fat from food industry waste, and vegetable oils and can help reduce GHG emissions by as much as 75–95 per cent. compared to fossil diesel over the fuel's life cycle. The GHG emission reduction varies depending on the region-specific legislation that provides the methodology for the calculations (for example, EU RED II 2018/2001/EU for Europe and California LCFS for the United States), and the raw material mix used to manufacture the product for each market. Neste's proprietary NEXBTL technology used for refining Neste MY Renewable Diesel™ is an innovation developed and patented by Neste.

Neste MY Renewable Diesel™ has a similar chemical composition to fossil diesel. This means that the fuel is a drop-in replacement for fossil diesel. The fuel can be blended in any ratio with fossil diesel or used neat (*i.e.*, 100 per cent. concentration). Neste MY Renewable Diesel™ delivers the same high performance and range as fossil diesel, but with cleaner combustion and without impurities like sulphur, oxygen, or aromatic compounds. With proper handling it can be stored over long periods of time with zero risk of product quality deterioration or microbial growth. Neste MY Renewable Diesel™ is suitable for very cold weather conditions, up to -34°C. Due to the high cetane number of Neste MY Renewable Diesel™, particle filter degeneration will decrease and exhaust emissions will be reduced.

As at 31 December 2023, Neste MY Renewable Diesel™ was available in Finland at approximately 187 stations, in the Baltics at approximately 39 stations and was sold at more than 500 stations via channel partners in Sweden, Denmark, Belgium, the Netherlands, the United States, Germany and France.



## Renewable Raw Materials

Neste uses a wide variety of globally sourced sustainable renewable raw materials, and waste and residues accounted for 92 per cent. of Neste's global renewable raw material inputs in 2023. One of Neste's competitive advantages is the capability of efficiently sourcing, transporting and flexibly using various mixes of renewable raw materials to produce a wide range of high-quality renewable products with the proprietary NEXBTL™ refining technology. Another advantage is Neste's capability of pretreating low-quality raw materials to remove impurities. This enables Neste to use even lower-quality waste and residue raw materials.

Animal fat from food industry waste, used cooking oil and various wastes and residues from vegetable oils processing represent the top three waste and residue raw material categories Neste uses, based on their current and estimated shares of Neste's total annual renewable raw material inputs. However, the proportions of individual raw materials in Neste's refining, vary from year to year, depending on their availability, price and specific market requirements, for example. Other waste and residue raw materials in Neste's portfolio include fish fat from fish processing waste, tall-oil-based raw materials, technical corn oil (TCO), food waste and acid oils. In addition to waste and residues, Neste uses smaller amounts of sustainably produced vegetable oils as renewable raw materials.

Neste sources renewable raw materials globally for its renewables refineries in Finland, the Netherlands and Singapore, and for its joint operation in California in the United States. Neste's Supplier Code of Conduct outlines the basic requirements Neste expects its suppliers and their first tier suppliers, contractors and business partners to adhere to and implement throughout their businesses. All of Neste's renewable raw material suppliers are also subject to rigorous sustainability due diligence.

Examples of wastes and residues that are included in Neste's raw material portfolio:

- **Used cooking oil:** Used cooking oil (UCO) consists of oils and fats of a vegetable or animal origin that have been used by the food industry or restaurants to cook food for human consumption. UCO is considered a waste as it is no longer fit for human consumption for food hygiene reasons.

Neste sources UCO globally from collectors and aggregators in multiple countries in APAC, Europe and the United States, among others.

In 2020, Neste completed the acquisition of Mahoney Environmental, a leading collector and recycler of UCO in the United States, and its affiliated entities. The successful integration and continuous expansion of Mahoney's activities helps Neste gain access to a substantial volume of used cooking oil and grow its raw material supply chain in North America. In addition, Neste completed in 2023 the acquisition of SeQuential Environmental Services, and its affiliated entities and assets, expanding the UCO collection and aggregation network over the U.S. West Coast.

- **Animal fat from food industry waste:** Animal fat from food industry waste is derived from the food industry's meat processing waste. Neste sources mixed animal fat waste that is unsuitable for human consumption, and it sources it globally.

In 2021, Neste acquired Agri Trading, one of the largest independent renewable waste and residue fat and oil traders in the United States and, in 2022, Neste completed the acquisition of Walco Foods Ltd., an Irish trader of animal fats. The completion of these transactions complements Neste's acquisition of 51 per cent. of the shares in the Dutch animal fat trader Neste Demeter B.V. (previously known as IH Demeter) in 2018. In 2023, Neste increased its ownership of Neste Demeter B.V. to 80 per cent. and agreed to acquire the remaining shares over the next few years. The acquisitions of Neste Demeter B.V., Agri Trading and Walco Foods Ltd support Neste's raw material growth and enhance Neste's supply of global waste and residue raw materials.

- **Vegetable oil processing waste and residues:** Many vegetable oil processing wastes and residues can be used as raw materials to produce Neste's renewable products, including palm fatty acid distillate (PFAD), spent bleaching earth oil (SBEO), empty fruit bunch oil (EFBO) and palm oil mill effluent (POME).

PFAD is a processing residue derived from the final stages of refining food-grade palm oil. It consists of degraded fats, free fatty acids, that need to be removed before palm oil meets the food industry's quality standards in terms of taste, smell, colour, and shelf life. SBEO consists of oil waste recovered from spent bleaching earth that is used in the refining processes of various vegetable oils. POME oil is waste derived from palm oil mill effluent; it consists of the remaining oily waste skimmed from the palm oil mill's wastewater. Empty fruit bunches (EFBs) are the remains of the oil palm's fresh fruit bunches after the fruit has been stripped for oil pressing. Residual oil can be recovered from the EFBs, and this oil is referred to as "EFBO".

- **Vegetable oils:** The share of vegetable oils of Neste's renewable material inputs in 2023 was 8 per cent., with palm oil representing approximately 2 per cent. In line with its target communicated in 2021, Neste reduced its refinery

inputs of conventional palm oil (crude and refined palm oil) to zero at the end of 2023 and does not plan to use them as raw materials in the future. The share of waste and residue raw materials is expected to stay above 90 per cent. of Neste's global renewable raw material inputs in the coming years, while in the longer term, the growth in novel vegetable oils' availability may increase the share of sustainably produced vegetable oils.

### *Refineries for Renewable Products*

Neste has invested heavily in renewable products production capacity based on its proprietary NEXBTL technology and now Neste operates, according to management estimates, the world's two largest renewable diesel refineries, in Singapore and in Rotterdam, the Netherlands. Neste also produces renewable diesel in its renewable diesel production units at the Porvoo refinery. Additionally, Neste has a joint operation together with Marathon to produce renewable diesel in the United States.

Neste produces renewable products at its refineries in Finland, the Netherlands, Singapore and the United States (by virtue of the joint operation with Marathon in Martinez, California) entirely from renewable raw materials and a total nameplate production capacity for renewable products of 5.5 million tonnes per year is targeted to be reached by the end of 2024. The renewable products refineries in Singapore, Rotterdam and the refinery in Porvoo as well as the Martinez joint operation produced in aggregate 3,618 million tonnes of renewable products in 2023, corresponding to an aggregate capacity utilisation of 98 per cent. of own production. Neste's refineries have scheduled maintenance turnarounds from time to time (see "*Risk Factors—Risks Relating to Neste's Business Operations—A production interruption at Neste's refineries and plants could have a material adverse effect on Neste.*").

Neste announced its final investment decision with respect to the additional renewable products production capacity in Singapore in December 2018. Neste announced in May 2023 that the EUR 1.6 billion Singapore expansion project had been successfully completed and that the start-up of the refinery expansion was completed in mid-April 2023. The production line at the expanded part of the Singapore refinery was shut down in June 2023 for unexpected equipment repairs and in September 2023, Neste announced that the ramp-up had been slowed down due to additional equipment inspection and repair works. In the fourth quarter of 2023, the Singapore new line utilisation rate increased according to expectation to approximately 75 per cent. The new line in Singapore is scheduled to have an eight-week maintenance shutdown in the fourth quarter of 2024, after which full capacity is expected to be reached. The Singapore refinery expansion is expected to double Neste's production capacity in Singapore and bring the refinery's total capacity to 2.6 million tonnes annually of which up to one million tonnes can be SAF. In 2021, Neste acquired Bunge Lodders Crocklaan's refinery plant in Rotterdam. The acquired refinery increases Neste's raw material pre-treatment capacity for the production of renewable products.

Neste also has an ongoing project to modify its existing renewable products production capacity in Rotterdam to enable production of SAF. The Rotterdam SAF project is expected to support SAF sales from the third quarter of 2024 onwards.

Furthermore, on 27 June 2022, Neste announced that it had made the final investment decision to invest into new renewable products production capacity in Rotterdam. According to management estimates, Neste's current total nameplate production capacity for renewable products of 1.4 million tonnes per year in Rotterdam is the largest in Europe. The Rotterdam refinery expansion is expected to require an investment of approximately EUR 1.9 billion and is expected to expand Neste's total production capacity for renewable products by 1.3 million tonnes per year, bringing the total nameplate production capacity for renewable products in Rotterdam to 2.7 million tonnes per year, of which the SAF production capacity is expected to be 1.2 million tonnes. Neste's target is to start up the new production unit during the first half of 2026.

On 21 September 2022, Neste announced that it had finalised the transaction to establish a 50/50 joint operation for production of renewable fuels with Marathon in the United States. The joint operation, called Martinez Renewables, commenced production in Martinez, California, in 2023. Neste's total investment is expected to be approximately EUR 0.9 billion (USD 1.0 billion). Neste and Marathon have joint control over the joint arrangement's relevant activities, and the production output will be divided equally between Neste and Marathon. Pretreatment capabilities started to operate in the second half of 2023, and the facility is expected to increase Neste's renewable products capacity by slightly over 1 million tonnes per year. Martinez Renewables facility is currently operating at slightly below 50 per cent. of nameplate capacity, following the fire at the end of 2023, but targeted to reach approximately 75 per cent. of nameplate capacity during the third quarter of 2024 and 100 per cent. by the end of 2024. Work is ongoing to proceed with repairs to ensure safe and reliable operations. In the initial phase, the main feedstock for Martinez Renewables is expected to be primarily sustainably sourced soybean oil, but the share of waste and residue raw materials is expected to increase after the pre-treatment capabilities come online.

Neste's Singapore expansion project and the Martinez Renewables joint operation have increased Neste's current total nameplate production capacity for renewable products and 5.5 million tonnes per year is targeted to be reached by the end of 2024. According to management estimates, Neste will be the only global provider of renewable fuels and renewable feedstock for polymers and chemicals with a production footprint on three continents. When completed, the Rotterdam

expansion project is expected to further increase Neste's total nameplate production capacity for renewable products to 6.8 million tonnes per year by the end of 2026.

For information on the transformation of the Porvoo refinery to a renewable and circular solutions refining site, see "*Description of Operations by Business Area—Oil Products—Fossil Fuel Refineries*" below.

## **Oil Products**

### *Overview*

The Oil Products business area includes high-quality oil products and related services for the road transportation, non-road uses, aviation and marine sectors, as well as for the oil and petrochemical industries. The product range includes diesel, gasoline, aviation and marine fuels, light and heavy fuel oils, gasoline components, and special fuels such as small-engine gasoline, solvents, liquid gases and bitumens. Oil products are refined in Neste's refinery in Porvoo, Finland. Neste's ambition is to make the Porvoo refinery the most sustainable refinery in Europe by 2030. A strategic roadmap for transitioning the Porvoo refinery to a renewable and circular solutions refining site by mid-2030s was announced in December 2023. In 2023, the Oil Products business area had a crude oil refining capacity of approximately 10 million tonnes per year, producing approximately 12 million tonnes of products per year. In 2023, the Group's major crude oil and fossil feedstock source was Norway.

The Oil Products business area's key strengths are:

- Extensive selection of high-quality fossil solutions;
- Increasing flexibility in processing challenging raw materials;
- Technologically advanced refinery enabling high value product generation; and
- Capability to scale-up new technologies and process innovative raw materials.

The Oil Products business area's main demand factors are:

- Increasing demand for solutions containing both fossil and renewable products;
- Customers requiring flexibility in the supply chain; and
- Supply security in turbulent market conditions.

The main market areas for the Oil Products business area are the Baltic Sea area, Europe and the Americas, and customers include retailers and distributors, oil majors and trading companies, petrochemicals companies and companies marketing lubricants and solvents. The business area's main competitors include refineries in Northwest Europe and market participants importing oil products to Northwest Europe. According to management estimates, the Oil Products business area holds a strong position in the Baltic Sea wholesale markets.

### *Fossil Fuel Refineries*

Neste's fossil fuel refinery is located in Porvoo, Finland. In March 2021, Neste ended refining operations at its refinery in Naantali, Finland, but port and distribution operations continue.

Neste's Porvoo refinery is among the most efficient and versatile refineries in Europe and processes both crude oil and renewable raw materials into more than a hundred products to customers globally. The refinery has a crude refining capacity of approximately 10 million tonnes per year. In addition, other feedstocks are transported to Porvoo, resulting in a total nameplate production capacity of approximately 12 million tonnes per year.

Neste has an ambition to make Porvoo the most sustainable refinery in Europe by 2030. Neste aims to reduce the refinery's GHG emissions (Scope 1 & 2) by at least 50 per cent. by 2030 (compared to 2019 baseline) and aims to reach carbon neutral production by 2035. Neste is also introducing liquefied waste plastic and renewable raw materials at its oil refinery in Porvoo.

A strategic roadmap to transition the Porvoo refinery to a renewable and circular solutions refining site by the mid-2030s was announced in December 2023. The targeted transformation would result in a discontinuation of crude oil refining. Neste expects the long-term capacity potential after the transformation to be approximately 3 million tonnes of renewable and circular products, such as renewable diesel, sustainable aviation fuel and both renewable and circular feedstock for the polymers and chemicals industry. The total investment estimate for the transformation roadmap is approximately EUR 2.5 billion. As an example of planned first steps in the transformation, Neste is in the basic engineering phase of a large green hydrogen facility in the Porvoo refinery.

## *Logistics*

Neste transports, stores, and handles millions of tonnes of feedstocks and end products annually and provides logistics services for the supply of raw materials to Neste's refineries and for the transport of refined renewable and oil products from its refineries to various destinations globally. Almost all transportation of feedstocks and end products, whether marine or inland, is outsourced to third party logistics service providers. Neste is constantly exploring solutions to improve the optimisation of its logistics network and enhance its understanding of logistics emissions sources. Neste's ambition is to expand the adoption of low-emission solutions and improve fuel efficiency in collaboration with its logistics partners. Safety in logistics is managed through selection and auditing of logistics service providers transporting or storing the cargo. Further, Neste aims to ensure that the transport fleet is in appropriate condition, and that employees know how to act safely in all situations at all times.

Neste has separate transportation safety principles for road, rail, and marine transportations. Transportation service providers are audited regularly. In addition, safety management systems are subject to regular audits by various authorities and customers.

## **Marketing & Services**

The Marketing & Services business area offers sustainable, lower-emission and digital solutions for the needs of consumers, companies and partners in Finland and in the Baltic countries. Neste MY Renewable Diesel™, which is used for transport, heavy machinery, agriculture and heating purposes, Neste MY Sustainable Aviation Fuel™ and Neste's electric vehicle charging solutions and emission calculation and reporting solution, Neste MY Carbon Footprint™ service, all create value for customers. Neste seeks to develop a diverse range of services aiming to provide the best customer experience.

The main market areas for the Marketing & Services business area are Finland, Estonia, Latvia and Lithuania, and customers include private customers, transportation services, aviation industry, shipping, industrial and agricultural sectors. According to management estimates, the Marketing & Services business area has a leading market position in Finland and it is among the leading operators in Estonia, Latvia and Lithuania.

Traffic fuels are marketed through Neste's own service station network and direct sales. As at 31 December 2023, Neste had a station network of 722 stations in Finland and 226 stations in the Baltic countries. As at 31 December 2023, in Finland, Neste MY Renewable Diesel™ was available at 187 stations and in the Baltics at 39 stations and publicly available electric vehicle high-power charging, Neste MY Renewable Charging, was available at 13 stations across Finland and the Baltics.

The Marketing & Services business area's key strengths are:

- High-quality customer experience enhanced by digitalisation and innovations;
- High-quality and sustainable solutions: Neste MY Renewable Diesel™ and Neste MY Sustainable Aviation Fuel™;
- Extensive electric vehicle charging solutions in Finland; Neste Charge™, a B2B electric vehicles charging solution and a workplace charging solution and a public high power charging solution for light and medium-duty electric vehicles, Neste MY Renewable Charging™;
- Strong brand and extensive station network in Finland and in the Baltic countries; and
- Solutions like Neste ReNew™ lubricants and Neste MY Carbon Footprint service that create additional value for customers.

The Marketing & Services business area's main demand factors are:

- Legislation requiring more sustainable energy solutions;
- Developments in traffic and transportation volumes; and
- Customers' growing expectations of services and more sustainable solutions.

The Marketing & Services business area's main competitors include other large retailers in Finland and in the Baltic countries. Marketing & Services is led through an internal board and its Executive Vice President is not a member of the Executive Committee.

## **Innovation**

Innovation has enabled Neste's transformation towards global leadership in renewable and circular solutions, and it is the driving force of Neste's strategy to ensure the Group's future success. Neste committed itself to adopting advanced technologies many years ago and has a long track record in developing lower-emissions traffic fuels. Neste's core approach is to convert low quality raw materials into high-quality solutions and Neste continuously works towards increasing the availability of renewable and recycled raw materials, while also developing technologies to diversify its current raw material portfolio. Neste is advancing its research and innovation work across multiple areas including algae, lignocellulose, liquefied waste plastic, novel vegetable oils from regenerative agricultural practices, Power-to-X, and renewable hydrogen. These globally scalable raw material pools, together with related technologies, will play an important role in further reducing dependence on crude oil and tackling climate change.

In addition to exploring new growth opportunities, Neste constantly develops, tests and analyses its existing renewable and circular solutions. In 2023, nearly 25 per cent. of Neste's personnel worked in innovation, research, product development and engineering. Neste invests the majority of its annual research and development (**R&D**) expenditure in innovation, research and development, and testing raw materials and the technologies that could enable their use. In 2023, Neste's R&D expenditure was EUR 94 million.

In 2022, the establishment of a new APAC innovation centre in Singapore progressed as planned, and it became operational in early 2023. The centre focuses on research into raw materials and the pretreatment processes and drives collaboration with partners in the Asia-Pacific region. Neste's Technology Centre in Porvoo, Finland continues to serve as a vital R&D facility focusing on the entire value chain, from raw materials to end products. In the spring of 2022, the R&D organisation also supported the major change in the Porvoo refinery crude oil portfolio to stop and entirely replace the use of Russian crude oil with other crude oils.

Innovation requires partnership and cooperation. Neste is collaborating with a network of 37 leading universities and research institutes and continues to expand and intensify cooperation with them. Neste works with technology companies, startups and value chain partners to introduce innovations in renewable and circular solutions to global-scale businesses. Neste has also established corporate venture activities to invest in technology startups.

Neste continuously searches for even lower-quality waste and residues for use in the production of fuels, polymers and chemicals. In the short to mid-term, Neste aims to increase the availability of emerging lower-quality waste and residues such as acid oils and wastewater-derived grease (*i.e.*, "brown grease"). Neste is also exploring novel vegetable oils from regenerative agricultural practices. In the long term, renewable hydrogen, lignocellulosic waste and residues, algae, and municipal solid waste are all viable sustainable raw material alternatives.

## **Payment of Dividends**

The Annual General Meeting held on 27 March 2024 approved the Board of Directors' proposal that a dividend of EUR 1.20 per share will be paid on the basis of the approved balance sheet for 2023. The dividend will be paid in two instalments. The first instalment of the dividend was paid on 9 April 2024. The second instalment of the dividend will be paid on 9 October 2024. The Board of Directors was authorised to set a new dividend record date and payment date for the second instalment of the dividend, in case the rules and regulations on the Finnish book-entry system would be changed, or otherwise so require.

## **Recent Developments**

### ***Changes in the President and CEO***

On 29 April 2024, Neste announced that the Board of Directors of Neste and Matti Lehmus, President and Chief Executive Officer (**CEO**) of Neste since May 2022, had reached a mutual agreement that Mr. Lehmus will step down from his positions as the President and CEO. In order to secure an orderly transition until the new President and CEO is appointed, Mr. Lehmus will continue in his roles as President and CEO until his successor takes over.

On 2 May 2024, Neste announced that the Board of Directors of Neste has appointed Heikki Malinen, M.Sc. (Econ.), MBA (Harvard) as the President and CEO of Neste effective as of 2 November 2024 at the latest. Mr. Malinen joins Neste from Outokumpu Corporation where he held the position of President and CEO since 2020. Mr. Malinen has been a member of the Board of Directors of Neste since 2023, stepping down from this position on 13 June 2024 before assuming the duties of the President and CEO.

On 2 September 2024, Neste announced that it has been agreed that Heikki Malinen will assume the role of Neste's President and CEO on 15 October 2024. He succeeds Matti Lehmus, who will continue as the President and CEO of Neste until 14 October 2024 and then act as an advisor to the company and its management until mid-November 2024 to ensure a smooth transition.

## ***Changes in Neste's Guidance***

### ***Neste Revises Downwards its 2024 Comparable Sales Margin Guidance for Renewable Products***

On 14 May 2024, Neste announced that it revises downwards its 2024 comparable sales margin guidance for Renewable Products. The revised 2024 comparable sales margin guidance for Renewable Products is: "Renewable Products' full-year 2024 average comparable sales margin is expected to be in the range of USD 480–650/ton." The previous 2024 comparable sales margin guidance for Renewable Products was: "Renewable Products' full-year 2024 average comparable sales margin is expected to be in the range of USD 600–800/ton". The rest of the guidance for Renewable Products as well as the guidance for Oil Products remain unchanged.

Renewable Products' sales price outlook is affected by a decrease in diesel market price and a continued decrease in US bioticket and renewable credit prices during the second quarter of 2024, while waste and residue feedstock prices have remained stable.

On 18 July 2024, Neste further adjusted its 2024 comparable sales margin guidance for Renewable Products in its 2024 Half-Year Report, stating that Renewable Products' full-year 2024 average comparable sales margin is now expected to be in the range of USD 480–580/ton.

### ***Neste Revises Downwards its 2024 Guidance for Renewable Products***

On 11 September 2024, Neste announced that it revises downwards its 2024 guidance for Renewable Products further. Renewable Products' sales prices have been negatively affected by a substantial decrease in diesel market price during the third quarter of 2024. At the same time, waste and residue feedstock prices have not decreased, and renewable product market price premiums have remained weak. Renewable Products' total sales volume and SAF sales volume forecasts are also revised based on Neste's latest sales outlook. Neste will optimize its production capacity utilization in Renewable Products according to the market situation.

The revised 2024 guidance for Renewable Products is: "Renewable Products' total sales volume is expected to increase from 2023 and to reach approximately 3.9 Mt (+/- 5 per cent.) in 2024, out of which SAF sales volume is expected to be 0.35–0.55 Mton. Renewable Products' full-year 2024 average comparable sales margin is expected to be in the range of USD 360–480/ton".

The previous 2024 guidance for Renewable Products was: "Renewable Products' total sales volume is expected to increase from 2023 and to reach approximately 4.4 Mt (+/- 10 per cent.) in 2024, out of which SAF sales volume is expected to be 0.5–0.7 Mton. Renewable Products' full-year 2024 average comparable sales margin is expected to be in the range of USD 480–580/ton".

Oil Products' guidance for 2024 remains unchanged.

## ***Sustainability Report***

In accordance with the EU's Corporate Sustainability Reporting Directive (CSRD) and complementary national legislation, Neste will publish a Sustainability Report for the first time for the financial year ending 31 December 2024. In accordance with a proposal by the Board of Directors of the Issuer, KPMG Oy Ab, Authorised Sustainability Audit Firm, was elected in the Annual General Meeting held on 27 March 2024 as Neste's Sustainability Reporting Assurer, with Authorised Public Accountant, Authorised Sustainability Auditor Leenakaisa Winberg as the principally responsible sustainability reporting assurer for Neste, until the end of the next Annual General Meeting of shareholders.

## ***Recent Market Developments***

The uncertainty in the global economic outlook and geopolitical situation continues to create market volatility. The renewables market is expected by the Issuer to be significantly weaker in 2024 than in 2023, negatively impacting on Neste's results in the second quarter of 2024. The turnaround of Neste's Porvoo refinery drove lower sales volumes in the second quarter of 2024 compared to the second quarter of 2023 negatively impacting Neste's revenue. In Renewable Products, bioticket and renewable credit prices and renewable diesel price premiums are expected to remain at a low level in 2024 compared to 2023 and feedstock prices are expected to remain volatile. Compared to the first quarter of 2024, middle distillate prices, U.S. bioticket and renewable credit prices as well as renewable spot premiums in Europe have decreased further in the second quarter of 2024. In the third quarter of 2024, Renewable Products' sales prices have been further negatively affected by a substantial decrease in diesel price. In Oil Products, the refining market continues to be impacted by geopolitical tensions.

To manage fixed cost, Neste have taken systematic cost efficiency improvement initiatives and for example in the first quarter of 2024, Neste completed its organisational change process.

## Material Contracts

There are no contracts that have been entered into by Neste or its subsidiaries outside the ordinary course of business that are, or may be, material or which contain provisions under which any member of the Neste group has any obligation or entitlement that is material to Neste's ability to fulfil its obligations under the Notes (other than contracts entered into in the ordinary course of business).

## Group Structure

Neste Corporation is the parent company of the Neste group. The following table sets forth Neste's subsidiaries as at 31 December 2023:

	<b>Group holding</b>	<b>Country of</b>
	<b>(per cent.)</b>	<b>incorporation</b>
B J B, LLC .....	100.00	USA
Kiinteistö Oy Espoon Keilaranta 21 .....	100.00	Finland
Mahoney Environmental Solutions, LLC .....	100.00	USA
Mahoney Transportation Services LLC .....	100.00	USA
Navidom Oy .....	50.00	Finland
NERM Solutions India Private Limited .....	100.00	India
Neste (Shanghai) Trading Company Limited .....	100.00	China
Neste (Suisse) S.A. ....	100.00	Switzerland
Neste AB .....	100.00	Sweden
Neste Affiliate B.V. ....	100.00	The Netherlands
Neste Asia Pacific Pte. Ltd. ....	100.00	Singapore
Neste Australia Pty Ltd .....	100.00	Australia
Neste Belgium NV .....	100.00	Belgium
Neste Brazil LTDA .....	100.00	Brazil
Neste Canada Inc. ....	100.00	Canada
Neste Components B.V. ....	100.00	The Netherlands
Neste Demeter B.V. ....	80.00	The Netherlands
Neste Eesti AS .....	100.00	Estonia
Neste Germany GmbH .....	100.00	Germany
Neste Insurance Limited .....	100.00	Guernsey
Neste Italy S.R.L. ....	100.00	Italy
Neste Markkinointi Oy .....	100.00	Finland
Neste Netherlands B.V. ....	100.00	The Netherlands
Neste Pretreatment Rotterdam B.V. ....	100.00	The Netherlands
Neste Renewable Products Inc. ....	100.00	USA
Neste Renewable Solutions US, Inc. ....	100.00	USA
Neste RPC Solutions US, Inc. ....	100.00	USA
Neste Shipping Oy .....	100.00	Finland
Neste Singapore Pte. Ltd. ....	100.00	Singapore
Neste Spain S.L. ....	100.00	Spain
Neste Terminal Rotterdam B.V. ....	100.00	The Netherlands
Neste US, Inc. ....	100.00	USA
Neste USA, L.L.C. ....	100.00	USA
Neste Walco Limited .....	100.00	Ireland
SIA Neste Latvija .....	100.00	Latvia
Sterling Logistics, LLC .....	100.00	USA
UAB Neste Lietuva .....	100.00	Lithuania

## Major Shareholders

The following table sets forth the number and percentage of shares and voting rights in the Issuer owned by the Issuer's ten largest shareholders as at 31 August 2024 based on the Issuer's shareholder register maintained by Euroclear Finland Ltd:

	<b>Number</b>	<b>Percentage</b>
	<b>of shares</b>	<b>(per cent.)</b>
Prime Minister's Office (Finland) .....	340,107,618	44.22
Varma Mutual Pension Insurance Company .....	15,846,622	2.06
Ilmarinen Mutual Pension Insurance Company .....	14,942,855	1.94
Elo Mutual Pension Insurance Company .....	8,937,000	1.16
The Finnish Social Insurance Institution .....	6,100,272	0.79
Kurikan Kaupunki .....	4,652,625	0.60
The State Pension Fund .....	4,200,000	0.55
OP-Finland .....	1,787,431	0.23
Danske Invest Finnish Equity Fund .....	1,767,990	0.23
Nordea Bank Abp .....	1,472,217	0.19

Except as set forth in the table above, Neste is not aware of any other person or entity that owns more than 5 per cent. of the shares in the Issuer. As at 31 August 2024, the State of Finland (acting through the Prime Minister's Office) held 44.22 per cent. of the shares and voting rights in the Issuer. To the extent known to Neste, the Issuer is not, directly or indirectly, owned or controlled by any one person.



## BOARD OF DIRECTORS AND MANAGEMENT

### General

Pursuant to the provisions of the Finnish Companies Act (624/2006, as amended) and the Articles of Association, the control and management of Neste is divided between the Annual General Meeting of shareholders, the Board of Directors, and the President and CEO. The ultimate decision-making authority lies with shareholders at the Annual General Meeting of shareholders that appoints the members of the Board of Directors, Neste's auditor and Neste's sustainability reporting assurer. The Board of Directors of Neste is responsible for Neste's strategy and overseeing and monitoring Neste's business. The President and CEO, assisted by the Neste Executive Committee, is responsible for managing Neste's business and implementing its strategic and operational targets. In addition to the applicable legislation governing operations of public limited liability companies, Neste applies the Finnish Corporate Governance Code. The business address of the members of the Board of Directors, the Neste Executive Committee and the President and CEO is c/o Neste Corporation, Keilaranta 21, FI-02150 Espoo, Finland.

### Board of Directors

The Board of Directors' responsibilities and duties are defined in detail in the Board of Directors' Charter (the **Charter**). According to the Charter, the Board of Directors' main duty is to direct the Group's strategy in a way that enables delivery of the financial targets set for the Group and maximises shareholder value and creates a long-term successful business for the Group, while simultaneously taking into account the expectations of key stakeholders. To this end, the Board of Directors' duties include:

- approving the main corporate strategies for the Group;
- deciding on matters which are of major significance for Neste and/or the Group, and on such other Group-wide matters which may not be deemed to concern the day-to-day management of individual Group companies;
- approving Neste's values, policies and the most important principles;
- supervision and oversight of the Group, including, among other duties, proper arrangement of the management and operations of Neste;
- being in charge of financial matters of major significance to the Group, including, among other things, the adoption of Neste and the Group's interim and annual accounts and the publication of interim and annual reports and financial statements as well as deciding on major investments, acquisitions and divestments;
- deciding on matters having a major effect on the corporate organisation, as well as deciding on remuneration, nomination and dismissal of the senior executives of the Group; and
- deciding, based on the proposal of the Personnel and Remuneration Committee, on compensation and incentive systems for the Group management and the key personnel of the Group.

In accordance with the Articles of Association, the Board of Directors has between five and ten members that are elected at the Annual General Meeting of shareholders for a period of office that extends to the following Annual General Meeting of shareholders. In accordance with the proposal made by the Shareholders' Nomination Board, the Annual General Meeting of shareholders held on 27 March 2024 decided that the number of members of the Board of Directors shall be ten and the following members were re-elected to serve until the end of the next Annual General Meeting of shareholders: Matti Kähkönen, John Abbott, Nick Elmslie, Just Jansz, Heikki Malinen, Eeva Sipilä and Johanna Söderström. Conrad Keijzer, Pasi Laine and Sari Mannonen were elected as new members of the Board of Directors to serve until the end of the next Annual General Meeting of shareholders. Matti Kähkönen was re-elected as the Chair of the Board of Directors and Eeva Sipilä was re-elected as the Vice Chair of the Board of Directors.

Heikki Malinen stepped down as a member of the Board of Directors as of 13 June 2024 before assuming the duties of the President and CEO on 15 October 2024. After Mr. Malinen's resignation, Neste's Board of Directors comprises nine members.

### Chair

*Matti Kähkönen* b. 1956, M.Sc. (Engineering)

Chair of Neste's Board of Directors since 2018 and member of Neste's Board of Directors since 2017.

Chair of the Board of Directors, the Finnish Fair Corporation 2020–2023. Senior Advisor, Metso Corporation, 2017–2019. President and CEO, Metso Corporation, 2011–2017. Executive Vice President and Deputy to the CEO, Metso Corporation, 2010–2011. President, Mining and Construction Technology, Metso Corporation, 2008–2011. President, Metso Minerals,

2006–2008. President, Metso Automation, 2001–2006. President, Metso Automation, Field Systems Division, 1999–2001. Prior to 1999, various managerial and development positions at Neles-Jamesbury and Rauma-Repola.

Chair of the Board of Directors of Kemira Oyj since March 2022.

### ***Other Members***

*John Abbott* b. 1960, B.Sc. First Class Honours, Chemical Engineering

Member of Neste's Board of Directors since 2021. Member of Neste's Audit Committee.

Downstream Director and a Member of the Executive Committee of Royal Dutch Shell plc, 2013–2019. Executive Vice President of Global Manufacturing at Shell, 2012–2013. Executive Vice President of Shell's Upstream Americas Heavy Oil business, based in Calgary, Canada, 2008–2012. Vice President Manufacturing (Refining and Chemicals) Excellence and Support at Shell based in Houston, United States, 2006–2008. Various positions at Shell in the UK, Singapore, Thailand, the Netherlands, Canada, and the United States, predominantly in the areas of Global Manufacturing (Refining and Chemicals) as well as Supply, Trading and Distribution, 1981–2006. (In 1994, he was also seconded to the British Government for a short assignment).

Non-Executive Director of Fiat Chrysler Automobiles 2018–2021. Senior Non-Executive Director of the Intercontinental Exchange (ICE) Futures Europe since 2021. Non-Executive Director of ICE Clear Europe since 2023. Advisor and participant at Mobility Impact Partners (MIP) since 2020.

*Nick Elmslie* b. 1957, B.Sc. (Chemistry)

Member of Neste's Board of Directors since 2020. Member of Neste's Personnel and Remuneration Committee.

Chief Executive, BP Global Petrochemicals based in Shanghai 2011–2015. Controller, Head of Finance Function, BP Downstream 2006–2011. Various directorial positions at BP plc., including Chief Executive, Acetyls Business and Business Unit Leader, Head of Chemicals Strategy and CFO, Polymers & Olefins 1992–2006. Various positions at BP plc 1978–1992.

Member of the Board and Investor at 3FBio Ltd since 2017, Chair of the Board at 3FBio Ltd since 2023. Member of the Supervisory Board of OTI Greentech AG since 2017. Member of the Board of Fosroc Group Holdings Limited since 2009.

*Just Janzs* b. 1957, Ph.D. (Chemical Metallurgy), M.Sc. (Mineral Engineering)

Member of Neste's Board of Directors since 2022. Member of Neste's Audit Committee.

Independent board member and advisor since 2011. Managing Director of Expertise Beyond Borders since 2011. Member of the Board of Circular Plastics NL (Dutch National Growth Fund) 2022–2023. President Technology Business, Basell / LyondellBasell 2004–2010. Senior Vice President, Advanced Polyolefins, Basell 2001–2004. Various managerial positions at Shell affiliate companies 1989–2000.

*Eeva Sipilä* b. 1973, M.Sc. (Econ.), CEFA

Vice Chair of Neste's Board of Directors since 2023. Member of Neste's Board of Directors since 2022. Chair of Neste's Audit Committee.

Chief Financial Officer, Deputy to CEO, Metso Outotec Corporation 2020–2023. Chief Financial Officer, Deputy to CEO, Metso Corporation 2016–2020. Executive Vice President, Chief Financial Officer, Cargotec Corporation 2008–2016. Senior Vice President, Communications and Investor Relations, Cargotec Corporation 2005–2008. Various positions at Metso Corporation, Mandatum Stockbrokers part of Sampo Group and Arkwright AB 1997–2005.

Member of the Supervisory Board of Varma Mutual Pension Insurance Company since 2021.

*Johanna Söderström* b. 1971, M.Sc. (Econ.)

Member of Neste's Board of Directors since 2020. Chair of Neste's Personnel and Remuneration Committee.

Executive Vice President, Chief People Officer at Tyson Foods Inc. since 2020. Senior Vice President, Chief Human Resources Officer at the Dow Chemical Company 2014–2019. Vice President, Center of Expertise Human Resources at the Dow Chemical Company 2012–2014. Various directorial HR positions at Dow Chemical Company, Dow Europe GmbH and Dow Chemical Handels- und Vertriebsgesellschaft mbH 2007–2012. Head of Global Compensation & Benefits at Huhtamäki Oyj 2006–2007. Various specialist and managerial positions at Dow Europe GmbH, Dow Chemical Handels- und Vertriebsgesellschaft mbH and Dow Suomi Oy 1999–2006. Prior to 1999, various specialist positions at Oy L M Ericsson Ab.

*Conrad Keijzer* b. 1968, M.Sc. (Industrial Engineering)

Member of Neste's Board of Directors since 2024. Member of Neste's Audit Committee.

CEO, Member of the Executive Steering Committee, Clariant, Switzerland, since 2021. CEO and Director, Member of the Executive Steering Committee, Imerys, France, 2018–2019. Member of the Executive Committee and Director of Performance Coatings, AkzoNobel, the Netherlands, 2013–2018. Several other business leadership roles in the Netherlands, Germany, Spain, the U.S. and Mexico, AkzoNobel 1994–2013.

Member of the Board and Chair of the Nomination Committee of the European Chemical Industry Council (Cefic) since 2022. Member of the Board of Directors of American Chemistry Council (ACC) since 2022.

*Pasi Laine* b. 1963, M.Sc. (Eng.)

Member of Neste's Board of Directors since 2024. Member of Neste's Personnel and Remuneration Committee.

President and CEO, Valmet since 2014. Executive Vice President, Deputy to the CEO and President of Metso Pulp, Paper and Power, Metso Corporation 2011–2013. Member of the Executive Team, Metso Corporation 2006–2013. Several other leadership roles, Metso Corporation 1998–2011. Managing Director, Elsag Bailey Hartmann & Braun Oy 1996–1998. Various roles in Finland, Canada, Germany and the United Kingdom, Valmet Corporation 1988–1996.

Chair of the Board of Directors at Ilmarinen Mutual Pension Insurance Company since 2020. Vice Chair of the Board of Directors at Konecranes Plc. since 2022.

*Sari Mannonen* b. 1966, Ph.D. (Biochemistry)

Member of Neste's Board of Directors since 2024. Member of Neste's Personnel and Remuneration Committee.

Senior Vice President, New Business & Hydrogen, Helen Ltd since 2024. Senior Vice President, Solutions Business & Portfolio Development, Helen Ltd 2020–2024. Vice President, UPM Biofuels 2016–2019. Several leadership roles, UPM Biofuels and Living 2011–2016. Senior Vice President, Corporate Sales & Customer Management, Lindström Oy 2007–2009. Vice President, Sales & Marketing, Biohit Oyj 2002–2007. Several management roles, Biohit Oyj 1995–2001.

Partner at Hallituspartnerit Helsinki – Board Professionals Finland since 2019. Member of the Board at Lappeenranta-Lahti University of Technology LUT, Centre for Separation Technology (CST) since 2020. Member of the Board at Geonova Ltd since 2022. Member of the Board at Helen Aurinkopuisto Kalanti Oy & Kalanti Grid Oy since 2022. Member of the Board at Korkia Ltd since 2022. Vice Chair of the Board at World Energy Council, WEC Finland since 2022. Member of Director's Institute Finland (DIF) – Hallitusammattilaiset ry. since 2023.

## **Audit Committee**

Under its Charter, the Audit Committee shall consist of a minimum of three members of the Board of Directors who are independent of Neste or any of its subsidiaries and of whom at least one member is independent of significant shareholders. The members shall have sufficient knowledge and experience of accounting practices and the preparation of financial statements and other qualifications the Board of Directors deems necessary. The Audit Committee is permitted to use external consultants and experts when deemed necessary. As at the date of this Base Prospectus, the members of the Audit Committee are Eeva Sipilä (Chair), John Abbott, Conrad Keijzer and Just Jansz.

The responsibilities and duties of the Audit Committee are defined in detail in the Charter approved by the Board of Directors and cover the following main areas:

- monitoring Neste's reporting process in relation to the Financial Statements and, to the extent appropriate, interim reports;
- supervising the financial reporting process;
- monitoring the effectiveness of Neste's internal control, internal audit, and risk management systems;
- deciding on the nomination and dismissal of the Head of Internal Audit, subject to final approval by the Board of Directors;
- monitoring Neste's most material risks and ensuring the proper management of Neste's risk management processes;
- reviewing information and communication technology structure;
- monitoring the process and risk relating to information technology security;

- reviewing Neste's Corporate Governance Statement, which includes a description of the main features of the internal control and the risk management systems pertaining to the financial reporting process;
- monitoring the statutory audit of the Financial Statements and consolidated financial statements;
- reviewing and pre-approving of the non-audit services of Neste's statutory auditor in accordance with a separate Corporate Policy established thereon by the Board of Directors;
- evaluating the independence of Neste's statutory auditor, particularly the provision of related services to Neste to be audited;
- preparing the proposal or recommendation or resolution on the election of the statutory auditor;
- reviewing all the material reports produced by the statutory auditor addressed to Neste or its subsidiaries;
- evaluating Neste's compliance with laws and regulations;
- approving internal audit policy and reviewing the annual plan for internal audit and internal audit reports;
- monitoring Neste's financial position and taxation; and
- at the request of the Board of Directors, preparing other issues for the consideration of the Board of Directors.

### **Personnel and Remuneration Committee**

The Personnel and Remuneration Committee consists of the Chair of the Board of Directors and at least two non-executive members of the Board of Directors. As at the date of this Base Prospectus, the members of the Personnel and Remuneration Committee are Johanna Söderström (Chair), Nick Elmslie, Pasi Laine and Sari Mannonen.

The responsibilities and duties of the Personnel and Remuneration Committee are defined in detail in the Charter approved by the Board of Directors and cover the following main areas:

- preparing the appointments of key executive personnel and making proposals to the Board of Directors on compensation and incentive systems for key personnel;
- preparing and proposing to the Board of Directors the appointments of the President and CEO and the members of the Neste Executive Committee, and the terms and conditions of their employment; and
- monitoring and evaluating the performance of the President and CEO and the members of the Neste Executive Committee.

### **President and CEO**

The President and CEO manages Neste's business operations in accordance with the Finnish Companies Act and instructions issued by the Board of Directors. The President and CEO shall oversee the executive management of Neste in accordance with instructions and orders given by the Board of Directors and is responsible for ensuring that Neste's accounts are in compliance with the law and that its financial affairs have been arranged in a reliable manner.

As announced on 2 May 2024 and 2 September 2024, Neste's Board of Directors has appointed Heikki Malinen as the President and CEO effective as of 15 October 2024. As announced on 2 September 2024, Neste's current President and CEO Matti Lehmus will continue in his position until 14 October 2024 and then act as an advisor to the company and its management until mid-November 2024 to ensure a smooth transition.

*Matti Lehmus* b. 1974, eMBA, M.Sc. (Chemical Technology and Polymer Technology)

President and CEO (2022–2024). Joined Neste in 1998.

Responsible for the Renewables Platform 2019–2022 and for the Oil Products business area 2014–2019. Executive Vice President of the Oil Products and Renewables business area 2011–2014, Executive Vice President of the Oil Products business area 2009–2010, Vice President of the Base Oils business in the Specialty Products Division 2007–2009, Vice President of Oil Refining Business Development in 2007 and Gasoline Exports and Trading Manager 2004–2007 in the Oil Refining Division.

Member of the National Emergency Supply Council since 2018.

*Heikki Malinen* b. 1962, M.Sc. (Econ.), MBA

President and CEO, Outokumpu Oyj since 2020. President and CEO, Posti Group Corporation, 2012–2019. President and CEO, Pöyry PLC, 2008–2012. Executive Vice President, Strategy, member of the Executive Team, UPM-Kymmene Corporation, 2006–2008. President, UPM North America, 2004–2005. President of Sales, UPM North America, 2002–2003. Managing Partner, Jaakko Pöyry Consulting, New York, USA, 2000–2001. Several directorial and managerial roles at, for example, McKinsey & Co and UPM, 1986–1999.

Vice Chairman, EK, Confederation of Finnish Industries since 2023. Vice Chairman, Technology Finland since 2023. Member of Neste's Board of Directors 2023–2024.

### **Executive Committee**

The Neste Executive Committee assists the President and CEO in company management and in the deployment of Neste's strategic and operational goals. The present members of the Neste Executive Committee consist of the following persons:

#### ***Chair***

*Matti Lehmus* is the current Chair of the Neste Executive Committee. See "*—President and CEO*" above.

#### ***Other Members***

*Markku Korvenranta* b. 1966, M.Sc. (Engineering)

Executive Vice President, Oil Products business unit. Member of the Executive Committee since 2021. Joined Neste in 2021.

SVP, Group Portfolio Development at Marquard & Bahls, in Germany 2019–2021. EVP, Base Chemicals and Member of Executive Board at Borealis in Austria 2010–2018. Before that had several directorial and managerial roles at Borealis in Austria, Finland, Denmark and Belgium 1994–2010. Has also served in various roles at Neste Chemicals in Finland 1990–1994.

Member of the Board of Directors of Oiltanking in Germany since 2021.

*Carl Nyberg* b. 1979, M.Sc. (Economics and Business Administration)

Executive Vice President, Renewables Supply Chain and Sustainability. Interim Executive Vice President, Renewable Products business unit as of 8 May 2024. Member of the Executive Committee since 2019. Joined Neste in 2005.

At Neste, responsible for the Renewables Platform unit 2022–2023 and Renewable Road Transportation business unit 2019–2022. Previously also served in various other positions at Neste, most recently as Vice President of Sales Scandinavia of the Renewable Products business area 2016–2019, Vice President, Supply, Oil Products at Neste Geneva 2014–2016 and Trading Manager, Crude Oil 2013–2014. Managing Director of Neste AB 2017–2019.

Member of the Board of Directors of eFuel Alliance e.V. 2021–2023. Member of the Board of Directors of Martinez Renewables since 2022.

*Martti Ala-Härkönen* b. 1965, Dr.Sc. (Econ.), Lic.Sc. (Tech.)

Chief Financial Officer, Executive Vice President, Finance, Strategy and IT. Member of the Executive Committee since 2022. Joined Neste in 2022.

Executive Vice President, Chief Financial Officer (Finance, M&A and IT) at Caverion Corporation 2016–2022, Chief Financial Officer (Finance & Development) at Cramo Plc 2006–2016, Senior Vice President, Finance and Administration (CFO) at WM-data Ltd 2004–2006, Chief Financial Officer (Finance & Development) and Senior Vice President Business Development at Novo Group Plc 1998–2004 and as Finance Manager and Corporate Finance Manager at Postipankki Plc 1995–1998.

Member of the Supervisory Board of Mutual Pension Insurance Company Ilmarinen since 2022. Member of the Board of Directors of Digia Plc since 2016, Vice Chair since 2023, Chair of the Audit Committee, Member of the Nomination Committee. Member of the Board of Martinez Renewables since 2022, Chair since 2023.

*Hannele Jakosuo-Jansson* b. 1966, M.Sc. (Engineering)

Executive Vice President, Human Resources, Safety and Communications. Member of the Executive Committee since 2006. Joined Neste in 1990.

Previously responsible for the Group's Human Resources, Safety and Procurement corporate functions. Vice President, Human Resources at Oil Refining 2004–2005 and Laboratory and Research Manager at the Technology Center 1998–2004.

Chair of the Skills and Competence Committee of the Chemical Industry Federation of Finland. Vice Chair of the Skilled workforce Committee at the Confederation of Finnish Industries EK. Member of the Board of Directors of Finnair Plc, Chair of the People and Remuneration Committee of the Finnair Plc since 2021. Directors' Institute of Finland, Senior Advisor since 2023.

*Bart Leenders* b. 1969, M.Sc. (Mechanical Engineering)

Executive Vice President, Technology and Projects. Member of the Executive Committee since 2023. Joined Neste in 2010.

At Neste, Investment Management and Execution function, including Engineering Solutions and procurement 1–10/2023. Previously also served in various other positions at Neste, most recently as Vice President, Global Production, Renewable Platform 2015–2022, Interim Managing Director, Neste Singapore 2015 and Managing Director, Neste Netherlands, Renewables Business unit 2010–2015. Manufacturing Manager Downstream Operations, Huntsman 2005–2010.

Member of the Circular Task Force of the Economic Board Zuid-Holland 2021–2023. Member of the Executing Committee of national Climate Agreement Mobility and Executing Committee of national Aviation Agreement since 2018. Chair of the Dutch Association for Sustainable Biofuels (NVDB) since 2013. Member of the Board at Deltalinqs since 2010, Enterprise Association for Mainport Rotterdam, representing Renewables and Chair of the safety domain. Member of the Board of Martinez Renewables since 2023.

*Christian Ståhlberg* b. 1974, LL.M.

General Counsel, Executive Vice President, Legal. Member of the Executive Committee since 2017. Joined Neste in 2017.

Secretary to the Executive Committee, the Board of Directors, the Audit Committee, the Shareholders' Nomination Board and to the Stakeholder Advisory Panel. General Counsel of Rettig Group Ltd 2015–2017, Director, Legal at Pohjola Bank plc 2011–2014, Senior Legal Counsel at Neste Oil Corporation 2007–2011 and Senior Associate at Roschier Attorneys Ltd 1998–2007.

Member of the Board of Directors and member of the Personnel and Responsibility Committee of Olvi plc since 2023. Member of the Legal Committee of Finland Chamber of Commerce since 2020.

### **Shareholders' Nomination Board**

The Annual General Meeting of shareholders in 2013 decided to establish a permanent Shareholders' Nomination Board to prepare proposals covering the members of the Board of Directors and their remuneration for consideration by the next Annual General Meeting of shareholders. In accordance with the updated Charter for the Shareholders' Nomination Board approved by the Annual General Meeting of shareholders in 2024, the Shareholders' Nomination Board shall consist of three physical members appointed by Neste's three largest shareholders, who shall appoint one member each. The Chair of the Board of Directors shall serve as an expert to the Shareholders' Nomination Board. The largest shareholders entitled to elect members shall be determined annually on the basis of the largest number of votes produced by all of Neste's shares based on Neste's shareholder register maintained by Euroclear Finland Ltd as of the first banking day in June of each year. The Chair of Neste's Board of Directors shall request each of the three largest shareholders established on this basis to appoint one member to the Shareholders' Nomination Board. If a shareholder does not wish to exercise its right to appoint a member, the right of appointment passes to the next-largest shareholder according to the shareholder register, who otherwise would not have the right to appoint a member to the Shareholders' Nomination Board. The Shareholders' Nomination Board shall remain in office until the Annual General Meeting decides to abolish it. Its members shall be elected annually, and their term of office shall end when new members are elected to replace them.

On 7 June 2024, Neste announced that the following members were appointed to the Shareholders' Nomination Board: Maija Strandberg, Director General of the Ownership Steering Department in the Prime Minister's Office of Finland (as Chair); Timo Sallinen, Senior Vice President, Investments of Varma Mutual Pension Insurance Company and Jouko Pölönen, President and CEO of Ilmarinen Mutual Pension Insurance Company. Matti Kähkönen, the Chair of Neste's Board of Directors, acts as an expert to the Shareholders' Nomination Board.

The Shareholders' Nomination Board has the competence to perform the following duties and fulfil the following responsibilities:

- preparation and presentation of the proposal to the Annual General Meeting regarding (i) the number of members of the Board of Directors, (ii) the composition of the Board of Directors, and (iii) the remuneration of the members of the Board of Directors and Board committees; and
- mapping of potential successor candidates for the members of the Board of Directors.

The Shareholders' Nomination Board will present their proposals to the Board of Directors by 31 January each year.

**Absence of Conflicts of Interest**

There are no potential conflicts of interest between any duties to the Issuer, of the members of the Board of Directors, the President and the CEO and the other members of the Executive Committee and their private interests or other duties.

## SELECTED FINANCIAL INFORMATION

The selected consolidated financial information set forth below has been derived from the Audited Consolidated Financial Statements. The selected consolidated financial information presented herein should be read together with the Audited Consolidated Financial Statements incorporated by reference into this Base Prospectus. See "*Documents Incorporated by Reference*".

This Base Prospectus includes certain Alternative Performance Measures. For more information on the basis of calculation and reasons for the use of the Alternative Performance Measures, see "*Alternative Performance Measures and Other Key Performance Indicators*".

The following table sets forth certain consolidated financial information of Neste for the periods indicated:

	For the six months ended 30 June		For the year ended 31 December	
	2024	2023	2023	2022
	(unaudited)		(unaudited, unless otherwise indicated)	
	(EUR in millions)			
Revenue <sup>(1)</sup> .....	9,443	10,649	22,926	25,707
EBITDA.....	561	986	2,548	3,048
Comparable EBITDA .....	791	1,614	3,458	3,537
Renewable Products .....	394	928	1,906	1,762
Oil Products.....	339	632	1,434	1,654
Marketing & Services.....	47	52	118	126
Others (including eliminations).....	11	2	0	(5)
Operating profit <sup>(1)</sup> .....	81	597	1,682	2,410
Cash flow before financing activities <sup>(1)</sup> .....	(801)	(126)	751	(390)

(1) Figures for the years ended 31 December 2023 and 2022 derived from the Audited Consolidated Financial Statements.

The following table sets forth certain information on Neste's financial position as at the dates and for the 12-month periods indicated:

	As at and for the 12 months ended				
	30 June 2024	31 March 2024	31 December 2023	30 September 2023	30 June 2023
	(per cent., unless otherwise indicated)				
Comparable ROACE, last 12 months .....	14.4	20.1	23.9	27.2	27.4
Leverage ratio .....	34.5	27.9	22.7	21.5	24.3
Net debt to EBITDA, ratio .....	1.9	1.2	1.0	0.8	1.1

The following table sets forth certain information on the maturities of Neste's financial liabilities as at 30 June 2024:

	Due during the year ending 31 December								
	2024	2025	2026	2027	2028	2029	2030	2031	2032 or later
	(unaudited)								
	(EUR in millions)								
Short-term liabilities .....	595	146	—	—	—	—	—	—	—
Long-term liabilities .....	0	96	136	987	569	607	238	634	788
Total .....	595	242	136	987	569	607	238	634	788



The following table sets forth certain information on the liquidity profile of Neste as at 30 June 2024:

	<b>As at 30 June 2024</b>
	<b>(unaudited)</b>
	<b>(EUR in millions, unless otherwise indicated)</b>
Liquidity .....	2,423
Liquid funds <sup>(1)</sup> .....	823
Unused committed credit facilities .....	1,600
Average interest rate for interest-bearing liabilities, per cent.....	3.7
Average maturity of interest-bearing liabilities, years .....	4.6

(1) Liquid funds = Current investments + cash and cash equivalents

## ALTERNATIVE PERFORMANCE MEASURES AND OTHER KEY PERFORMANCE INDICATORS

This Base Prospectus includes certain Alternative Performance Measures, including (i) EBITDA, (ii) comparable EBITDA, (iii) comparable ROACE, last 12 months, (iv) interest-bearing net debt, (v) leverage ratio, (vi) capital employed and (vii) net debt to EBITDA. For more information on the reasons for the use of and basis of calculation of the Alternative Performance Measures, see "*Reconciliation of Certain Alternative Performance Measures*" below.

Neste presents the Alternative Performance Measures as additional information to financial measures presented in the consolidated statement of income, consolidated statement of financial position and consolidated cash flow statement prepared in accordance with IFRS. The Alternative Performance Measures should not be viewed in isolation or as a substitute for the IFRS financial measures. Companies do not calculate alternative performance measures in a uniform way and, therefore, the Alternative Performance Measures may not be comparable with similarly named measures presented by other companies. Furthermore, the Alternative Performance Measures may not be indicative of Neste's historical results of operations and are not meant to be predictive of potential future results. Accordingly, undue reliance should not be placed on the Alternative Performance Measures. The Alternative Performance Measures are unaudited unless otherwise stated.

### Reconciliation of Alternative Performance Measures

The following table sets forth a reconciliation of the Alternative Performance Measures as at the dates and for the periods indicated:

For the six months ended 30 June 2024						
Renewable Products	Oil Products	Marketing & Services	Others	Eliminations	Group	
(unaudited) (EUR in millions)						
EBITDA <sup>(1)</sup>						
Operating profit.....	(148)	219	31	(25)	4	81
Depreciation, amortisation and impairments.....	295	145	15	25	0	479
EBITDA.....	147	364	46	0	4	561
Comparable EBITDA <sup>(2)</sup>						
EBITDA.....	147	364	46	0	4	561
Inventory valuation gains/losses.....	277	(30)	(0)	(0)	0	246
Changes in the fair value of open commodity and currency derivatives ...	(32)	6	(0)	(0)	0	(26)
Capital gains/losses .....	(0)	(2)	(0)	(0)	0	(2)
Other adjustments.....	3	1	1	7	0	13
Comparable EBITDA.....	394	339	47	8	4	791
For the six months ended 30 June 2023						
Renewable Products	Oil Products	Marketing & Services	Others	Eliminations	Group	
(unaudited) (EUR in millions)						
EBITDA <sup>(1)</sup>						
Operating profit.....	193	381	37	(15)	1	597
Depreciation, amortisation and impairments.....	207	145	15	22	0	389
EBITDA.....	401	526	52	7	1	986
Comparable EBITDA <sup>(2)</sup>						
EBITDA.....	401	526	52	7	1	986
Inventory valuation gains/losses.....	498	80	(0)	(0)	0	579
Changes in the fair value of open commodity and currency derivatives ...	29	31	(0)	(0)	0	60
Capital gains/losses .....	(0)	(6)	(0)	(0)	0	(6)
Other adjustments.....	(0)	(0)	(0)	(5)	0	(5)
Comparable EBITDA.....	928	632	52	1	1	1.614

For the year ended 31 December 2023						
	Renewable Products	Oil Products	Marketing & Services	Others	Eliminations	Group
	(unaudited, unless otherwise indicated) (EUR in millions)					
<b>EBITDA<sup>(1)</sup></b>						
Operating profit <sup>(3)</sup> .....	568	1,068	84	(41)	2	1,682
Depreciation, amortisation and impairments <sup>(3)</sup> .....	480	307	33	46	0	866
EBITDA .....	1,049	1,375	117	5	2	2,548
<b>Comparable EBITDA<sup>(2)</sup></b>						
EBITDA .....	1,049	1,375	117	5	2	2,548
Inventory valuation gains/losses .....	784	43	(0)	(0)	(0)	827
Changes in the fair value of open commodity and currency derivatives ...	73	25	(0)	(0)	(0)	98
Capital gains/losses .....	(0)	(5)	(0)	(2)	(0)	(7)
Other adjustments .....	(0)	(4)	1	(5)	(0)	(8)
Comparable EBITDA .....	1,906	1,434	118	(2)	2	3,458
For the year ended 31 December 2022						
	Renewable Products	Oil Products	Marketing & Services	Others	Eliminations	Group
	(unaudited, unless otherwise indicated) (EUR in millions)					
<b>EBITDA<sup>(1)</sup></b>						
Operating profit <sup>(3)</sup> .....	1,046	1,337	98	(70)	(1)	2,410
Depreciation, amortisation and impairments <sup>(3)</sup> .....	282	282	29	46	(0)	638
EBITDA .....	1,328	1,619	127	(24)	(1)	3,048
<b>Comparable EBITDA<sup>(2)</sup></b>						
EBITDA .....	1,328	1,619	127	(24)	(1)	3,048
Inventory valuation gains/losses .....	299	53	(0)	(0)	(0)	352
Changes in the fair value of open commodity and currency derivatives ...	135	(4)	(0)	(0)	(0)	131
Capital gains/losses .....	(0)	(10)	(0)	(0)	(0)	(10)
Other adjustments .....	(0)	(4)	(1)	20	(0)	16
Comparable EBITDA .....	1,762	1,654	126	(4)	(1)	3,537
As at and for the 12 months ended						
	30 June 2024	31 March 2024	31 December 2023	30 September 2023	30 June 2023	
	(unaudited)		(unaudited, unless otherwise indicated)	(unaudited)		
(EUR in millions)						
<b>Comparable ROACE, last 12 months<sup>(4)(5)</sup></b>						
Comparable EBITDA <sup>(2)</sup> .....	2,635	3,179	3,458	3,555	3,488	
Depreciation, amortisation and impairments <sup>(3)</sup> .....	(956)	(930)	(866)	(769)	(716)	
Items in depreciation, amortisation and impairments affecting comparability .....	0	0	0	2	23	
Financial income <sup>(3)</sup> .....	55	54	45	33	24	
Exchange rate fair value gains and losses <sup>(3)</sup> .....	(37)	(5)	(9)	(19)	(40)	
Income tax expense <sup>(3)</sup> .....	(88)	(149)	(160)	(202)	(215)	
Tax on other items affecting comparable ROACE, last 12 months .....	(91)	(111)	(145)	(146)	(191)	
Comparable net profit, net of tax .....	1,517	2,038	2,324	2,454	2,373	
Capital employed average, 5 quarters end values .....	11,983	11,728	11,514	11,065	10,763	
Assets under construction average, 5 quarters end values ..	(1,476)	(1,580)	(1,789)	(2,035)	(2,119)	
Subtotal .....	10,507	10,148	9,725	9,030	8,644	
Comparable ROACE, last 12 months, percent .....	14.4	20.1	23.9	27.2	27.4	
<b>Interest-bearing net debt<sup>(6)</sup></b>						
Interest-bearing liabilities <sup>(3)</sup> .....	4,795	4,342	4,068	3,650	3,535	
Cash and cash equivalents <sup>(3)</sup> .....	(823)	(1,368)	(1,575)	(1,430)	(1,039)	
Current investments <sup>(3)</sup> .....	0	0	(5)	(0)	(0)	
Interest-bearing net debt .....	3,972	2,973	2,488	2,220	2,496	
<b>Leverage ratio<sup>(7)</sup></b>						
Interest-bearing net debt .....	3,972	2,973	2,488	2,220	2,496	
Total equity <sup>(3)</sup> .....	7,527	7,667	8,463	8,091	7,778	
Leverage ratio, percent .....	34.5	27.9	22.7	21.5	24.3	

	As at and for the 12 months ended				
	30 June 2024	31 March 2024	31 December 2023	30 September 2023	30 June 2023
	(unaudited)	(unaudited)	(unaudited, unless otherwise indicated)	(unaudited)	(unaudited)
(EUR in millions)					
<b>EBITDA<sup>(1)</sup>, last 12 months</b>					
Operating profit <sup>(3)</sup> .....	1,166	1,596	1,682	1,855	1,475
Depreciation, amortisation and impairments <sup>(3)</sup> .....	956	930	866	769	716
EBITDA, last 12 months .....	<u>2,122</u>	<u>2,526</u>	<u>2,548</u>	<u>2,624</u>	<u>2,191</u>
<b>Net debt to EBITDA<sup>(8)</sup></b>					
Interest-bearing net debt .....	3,972	2,973	2,488	2,220	2,496
EBITDA, last 12 months .....	2,122	2,526	2,548	2,624	2,191
Net debt to EBITDA, ratio .....	1.9	1.2	1.0	0.8	1.1
<b>Capital employed<sup>(9)</sup></b>					
Total equity <sup>(3)</sup> .....	7,527	7,667	8,463	8,091	7,778
Interest-bearing liabilities <sup>(3)</sup> .....	<u>4,795</u>	<u>4,342</u>	<u>4,068</u>	<u>3,650</u>	<u>3,535</u>
Capital employed .....	<u>12,322</u>	<u>12,009</u>	<u>12,532</u>	<u>11,740</u>	<u>11,313</u>

- (1) EBITDA = Operating profit + depreciation, amortisation and impairments  
EBITDA is an indicator to measure operational performance and cash flow generation.
- (2) Comparable EBITDA = EBITDA +/- inventory valuation gains/losses +/- changes in the fair value of open commodity and currency derivatives +/- capital gains/losses - insurance and other compensations +/- other adjustments  
Comparable EBITDA describes underlying operational performance and cash flow generation.<sup>(10)</sup>
- (3) Figures as at and for the years ended 31 December 2023 and 2022 derived from the Audited Consolidated Financial Statements and as at 30 June 2024, derived from the 2024 Half-Year Report.
- (4) Comparable return on average capital employed, after-tax (Comparable ROACE), last 12 months<sup>(5)</sup> = 
$$\frac{\text{Comparable EBITDA - depreciation, amortisations and impairments} + \text{items in depreciation, amortisation and impairments affecting comparability} + \text{financial income} + \text{exchange rate and fair value gains and losses} - \text{income tax expense} - \text{tax on other items affecting Comparable ROACE, last 12 months}}{\text{Capital employed average - assets under construction average, 5 quarters end values}} \times 100$$
  
Comparable return on average capital employed after-tax (Comparable ROACE) is one of Neste's key financial targets. It is a long-term over the cycle indicator measuring Neste's profitability and efficiency of capital usage.
- (5) The formula for comparable ROACE, last 12 months, calculation formula was adjusted as of 1 January 2022 by excluding assets under construction average from capital employed average.
- (6) Interest-bearing net debt = Interest-bearing liabilities - cash and cash equivalents - current investments  
Interest-bearing net debt is an indicator to measure the total external debt financing of the Group.
- (7) Leverage ratio = 
$$\frac{\text{Interest-bearing net debt}}{\text{Interest-bearing net debt} + \text{total equity}} \times 100$$
  
Leverage ratio is one of Neste's key financial targets. It provides useful information regarding the Group's capital structure and financial risk level.
- (8) Net debt to EBITDA = 
$$\frac{\text{Interest-bearing net debt, end of period}}{\text{EBITDA, last 12 months}}$$
  
Net debt to EBITDA measures capital structure and ability to cover debt.
- (9) Capital employed = Total equity + interest-bearing liabilities  
Capital employed is primarily used to determine the comparable return on average capital employed (Comparable ROACE) which is Neste's key financial target.
- (10) In the business environment where Neste operates, commodity prices and foreign exchange rates are volatile and can cause significant fluctuations in inventory values and operating profit. Comparable EBITDA eliminates both the inventory valuation gains/losses generated by the volatility in raw material prices and changes in open derivatives, and better reflects the company's underlying operational performance. Also, it reflects Neste's operational cash flow, where the change in operating profit caused by inventory valuation is mostly compensated by changing net working capital. Items affecting comparability are linked to unpredictability events of a significant nature that do not form part of normal day-to-day business. They include among others impairment losses and reversals, gains and losses associated with the combination or termination of businesses, restructuring costs, and gains and losses on the sales of assets. Only items having an impact of more than EUR 1 million on Neste's result will be classified as items affecting comparability.

## TAXATION

### Finnish Taxation

*The following overview is based on the tax laws of Finland as in effect on the date of this Base Prospectus, and is subject to changes in Finnish law, including changes that could have a retroactive effect. The following overview does not take into account or discuss the tax laws of any country other than Finland and does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Notes and does not purport to deal with the tax consequences applicable to all categories of investors, some of which may be subject to special rules. Prospective purchasers of the Notes are advised to consult their own tax advisers concerning the overall tax consequences of their ownership of the Notes.*

Under current Finnish law, payments of the principal of and interest (if any) on the Notes will be exempt from all taxes, duties, fees and imposts of whatever nature, imposed or levied by or within the Republic of Finland or by any province, municipality or other political sub-division or taxing authority thereof and therein, except when the holder of the Note or Coupon to which any such payment relates is subject to such taxation thereon by reason of such holder being connected with the Republic of Finland otherwise than solely by his holding of such Note or Coupon or the receipt of income therefrom.

Non-residents of Finland are not liable to pay Finnish capital gains tax on Notes that are not connected with a permanent establishment or a fixed base in Finland.

Transfer tax is in general not payable on a transfer of Notes, provided that the interest of the Notes is not related to the business income or dividend of the Issuer.

Transfers of Notes by a non-resident by way of a gift or by reason of the death of the owner may be subject to Finnish gift or inheritance tax, respectively.

### FATCA Disclosure

#### *Foreign Account Tax Compliance Act*

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, as amended, commonly known as FATCA, a **foreign financial institution** (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. The Issuer may be a foreign financial institution for these purposes. A number of jurisdictions (including the Republic of Finland) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (**IGAs**), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register and Notes that are characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are published generally would be "grandfathered" for purposes of FATCA withholding unless materially modified after such date. However, if additional Notes (as described under Condition 16 (*Further Issues*)) that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisers regarding how these rules may apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

### The proposed financial transactions tax (FTT)

On 14 February 2013, the European Commission published a proposal (the **Commission's Proposal**) for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the **participating Member States**). However, Estonia has since stated that it will not participate.

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in Notes (including secondary market transactions) in certain circumstances. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are expected to be exempt.

Under the Commission's Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of Notes are advised to seek their own professional advice in relation to the FTT.

## SUBSCRIPTION AND SALE

The Dealers have, in a Programme Agreement (such Programme Agreement as modified and/or supplemented and/or restated from time to time, the **Programme Agreement**) dated 12 September 2024, agreed with the Issuer a basis upon which they or any of them may from time to time agree to purchase Notes. Any such agreement will extend to those matters stated under "*Form of the Notes*" and "*Terms and Conditions of the Notes*". In the Programme Agreement, the Issuer has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment and any future update of the Programme and the issue of Notes under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith.

### Selling Restrictions

#### *United States*

The Notes have not been and will not be registered under the Securities Act or the securities laws of any state or other jurisdiction of the United States and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from or not subject to, the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Notes in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and Treasury regulations promulgated thereunder. The applicable Final Terms will identify whether TEFRA C rules or TEFRA D rules apply or whether TEFRA is not applicable.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver Notes (a) as part of their distribution at any time or (b) otherwise until 40 days after the completion of the distribution of all Notes of the Tranche of which such Notes are a part, within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S of the Securities Act. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will send to each dealer to which it sells any Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Until 40 days after the commencement of the offering of any Series of Notes, an offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

#### *Prohibition of sales to EEA Retail Investors*

Unless the Final Terms in respect of any Notes specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the EEA. For the purposes of this provision:

- (a) the expression **retail investor** means a person who is one (or more) of the following:
  - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); or
  - (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
  - (iii) not a qualified investor as defined in the Prospectus Regulation; and
- (b) the expression an **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the Final Terms in respect of any Notes specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", in relation to each Member State of the EEA, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the final terms in relation

thereto to the public in that Member State except that it may make an offer of such Notes to the public in that Member State:

- (A) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (B) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (C) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes referred to in (A) to (C) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision:

- the expression **an offer of Notes to the public** in relation to any Notes in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes; and
- the expression **Prospectus Regulation** means Regulation (EU) 2017/1129.

### ***United Kingdom***

#### ***Prohibition of sales to UK Retail Investors***

Unless the Final Terms in respect of any Notes specifies "Prohibition of Sales to UK Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the UK. For the purposes of this provision:

- (a) the expression **retail investor** means a person who is one (or more) of the following:
  - (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or
  - (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or
  - (iii) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation; and
- (b) the expression **an offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the Final Terms in respect of any Notes specifies "Prohibition of Sales to UK Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the final terms in relation thereto to the public in the UK except that it may make an offer of such Notes to the public in the UK:

- (A) at any time to any legal entity which is a qualified investor as defined in Article 2 of the UK Prospectus Regulation;
- (B) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2 of the UK Prospectus Regulation) in the UK subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (C) at any time in any other circumstances falling within section 86 of the FSMA,

provided that no such offer of Notes referred to in (A) to (C) above shall require the Issuer or any Dealer to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.



For the purposes of this provision:

- the expression **an offer of Notes to the public** in relation to any Notes means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes; and
- the expression **UK Prospectus Regulation** means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

#### *Other regulatory restrictions*

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) in relation to any Notes which have a maturity of less than one year, (i) 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 and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as 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 the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an 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 Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

#### *Japan*

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the **FIEA**) and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not, directly or indirectly, offered or sold Notes and will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

#### *Belgium*

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that an offering of Notes may not be advertised to any individual in Belgium qualifying as a consumer within the meaning of Article I.1 of the Belgian Code of Economic Law, as amended from time to time (a **Belgian Consumer**) and that it has not offered, sold or resold, transferred or delivered, and will not offer, sell, resell, transfer or deliver, the Notes, and that it has not distributed, and will not distribute, any prospectus, memorandum, information circular, brochure or any similar documents in relation to the Notes, directly or indirectly, to any Belgian Consumer.

#### *Singapore*

Unless the Final Terms in respect of any Notes specifies "Singapore Sales to Institutional Investors and Accredited Investors only" as "Not Applicable", each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Base Prospectus has not been and will not be registered as a prospectus with the Monetary Authority of Singapore (**MAS**). Accordingly, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase and has not circulated or distributed, nor will it circulate or distribute, this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to, and in accordance with the conditions specified in Section 275 of the SFA.

If the Final Terms in respect of any Notes specifies "Singapore Sales to Institutional Investors and Accredited Investors only" as "Not Applicable", each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Base Prospectus has not been registered as a prospectus with the MAS. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase and has not circulated or distributed, nor will it circulate or distribute, this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions specified in the SFA.

**Product Classification Pursuant to Section 309B of the SFA:** The applicable Final Terms in respect of any Notes may include a legend entitled "Singapore Securities and Futures Act Product Classification" which will state the product classification of the Notes pursuant to section 309B(1) of the SFA. The Issuer will make a determination in relation to each issue about the classification of the Notes being offered for the purposes of section 309B(1)(a) of the SFA. Any such legend included on the applicable Final Terms will constitute notice to "relevant persons" (as defined in section 309A(1) of the SFA) for purposes of section 309B(1)(c) of the SFA.

### ***Switzerland***

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that this Base Prospectus is not intended to constitute an offer or solicitation to purchase or invest in the Notes and the Notes may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act (**FinSA**) and no application has or will be made to admit the Notes to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. Neither this Base Prospectus nor any other offering or marketing material relating to the Notes constitutes a prospectus pursuant to the FinSA, and neither this Base Prospectus nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland.

### ***General***

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Base Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor any of the other Dealers shall have any responsibility therefor.

None of the Issuer and the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

## GENERAL INFORMATION

### Authorisation

The establishment and the update of the Programme was duly authorised by a resolution of the Board of Directors of the Issuer dated 7 February 2023.

### Listing of Notes

Application has been made to Euronext Dublin for Notes issued under the Programme during the period of twelve months from the date of this Base Prospectus to be admitted to the Official List and trading on the Euronext Dublin Regulated Market. The approval of the Programme in respect of the Notes was granted on or about 12 September 2024.

### Listing Agent

Arthur Cox Listing Services Limited is acting solely in its capacity as listing agent for the Issuer in connection with the Notes and is not itself seeking admission of the Notes to the Official List or to trading on the Euronext Dublin Regulated Market for the purposes of the Prospectus Regulation.

### Documents Available

For the period of 12 months following the date of this Base Prospectus, copies of the following documents will, when published, be available for inspection in electronic form at <https://www.neste.com/investors/credit/prospectuses>:

- (a) the constitutional documents (with an English translation thereof) of the Issuer;
- (b) the Deed of Covenant and the Agency Agreement including the forms of the Global Notes, the Notes in definitive form, the Coupons and the Talons;
- (c) a copy of this Base Prospectus; and
- (d) any future base prospectuses, prospectuses, information memoranda, supplements and Final Terms to this Base Prospectus and any other documents incorporated herein or therein by reference.

### Clearing Systems

The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg (which are the entities in charge of keeping the records). The appropriate Common Code and ISIN for each Tranche of Notes allocated by Euroclear and/or Clearstream, Luxembourg, as applicable, will be specified in the applicable Final Terms. If the Notes are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels. The address of Clearstream, Luxembourg is Clearstream Banking S.A., 42 Avenue JF Kennedy, L-1855 Luxembourg.

### Conditions for determining price

The price and amount of Notes to be issued under the Programme will be determined by the Issuer and each relevant Dealer at the time of issue in accordance with prevailing market conditions.

### Significant or Material Change

Save as disclosed under "*Information about Neste—Recent Developments—Changes in Neste's Guidance—Neste Revises Downwards its 2024 Guidance for Renewable Products*", there has been no significant change in the financial performance or financial position of the Issuer since 30 June 2024. Save as disclosed under "*Information about Neste—Overview*" and "*Information about Neste—Recent Developments—Changes in Neste's Guidance*", there has been no material adverse change in the financial position or prospects of the Issuer since 31 December 2023.

### Litigation

Neither the Issuer nor any other member of the Group is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) in the 12 months preceding the date of this document which may have or have in such period had a significant effect on the financial position or profitability of the Issuer and/or the Group.

## **Auditors**

The Audited Consolidated Financial Statements of the Issuer as at and for the years ended 31 December 2023 and 2022 incorporated by reference into this Base Prospectus have been audited by KPMG Oy Ab, with Leenakaisa Winberg, Authorised Public Accountant, as the auditor with principal responsibility for the conduct of the audit in each of 2023 and 2022. Leenakaisa Winberg is registered in the register of auditors referred in Section 9 of Chapter 6 of the Auditing Act (1141/2015, as amended). The registered address of KPMG Oy Ab is Töölönlahdenkatu 3 A, FI-00100 Helsinki, Finland.

In accordance with the notice to the Annual General Meeting of shareholders published on 8 February 2024, the Board of Directors re-elected KPMG Oy Ab as Neste's auditors with effect from the Annual General Meeting held on 27 March 2024.

## **Dealers transacting with the Issuer**

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for the Issuer and its affiliates in the ordinary course of business. Certain of the Dealers and their affiliates may have positions, deal or make markets in the Notes issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuer and its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities.

In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or its affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

## **Website**

The Issuer's website is [www.neste.com](http://www.neste.com). For the avoidance of doubt, the contents of any website referred to in this Base Prospectus do not form part of this Base Prospectus unless specifically incorporated by reference herein.

## **Language of this Base Prospectus**

The language of this Base Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

**ISSUER**

**Neste Corporation**

Keilaranta 21  
FI-02150 Espoo  
Finland

**PRINCIPAL PAYING AGENT AND TRANSFER AGENT**

**Citibank, N.A., London Branch**

Citigroup Centre  
Canada Square  
Canary Wharf  
London E14 5LB  
United Kingdom

**REGISTRAR**

**Citibank Europe Plc**

1 North Wall Quay  
Dublin  
Ireland

**LEGAL ADVISERS**

*To the Dealers as to English law*

**Allen Overy Shearman Sterling LLP**

One Bishops Square  
London E1 6AD  
United Kingdom

*To the Issuer as to Finnish law*

**White & Case LLP**

Aleksanterinkatu 44  
FI-00100 Helsinki  
Finland

**AUDITORS**

**KPMG Oy Ab**

Töölönlahdenkatu 3 A  
FI-00101 Helsinki  
Finland

## **DEALERS**

### **BNP Paribas**

16, boulevard des Italiens  
75009 Paris  
France

### **Citigroup Global Markets Limited**

Citigroup Centre  
Canada Square  
Canary Wharf  
London E14 5LB  
United Kingdom

### **Danske Bank A/S**

Bernstorffsgade 40  
DK-1577 Copenhagen V  
Denmark

### **ING Bank N.V.**

Foppingadreef 7  
1102 BD Amsterdam  
The Netherlands

### **Nordea Bank Abp**

Satamaradankatu 5  
FI-00020 Nordea  
Finland

## **LISTING AGENT**

### **Arthur Cox Listing Services Limited**

Ten Earlsfort Terrace  
Dublin 2  
Ireland