

Base Prospectus dated 10 May 2023



## Carlsberg Breweries A/S

(incorporated with limited liability in the Kingdom of Denmark)

€6,000,000,000

### Euro Medium Term Note Programme

Under the Euro Medium Term Note Programme described in this Base Prospectus (the "Programme"), Carlsberg Breweries A/S (the "Issuer"), subject to compliance with all relevant laws, regulations and directives, may from time to time issue Euro Medium Term Notes (the "Notes"). The aggregate nominal amount of Notes outstanding will not at any time exceed €6,000,000,000 (or the equivalent in other currencies).

The Base Prospectus has been approved by the *Commission de Surveillance du Secteur Financier* (the "CSSF") in its capacity as competent authority under the Luxembourg Law dated 16 July 2019 relating to prospectuses for securities (as amended, the "Luxembourg Prospectus Law") and Regulation (EU) 2017/1129 (as amended, the "Prospectus Regulation") for the approval of this Base Prospectus as a base prospectus in accordance with Article 20 of the Prospectus Regulation. By approving this Base Prospectus, the CSSF assumes no responsibility for the economic and financial soundness of the transactions contemplated by this Base Prospectus or the quality or solvency of the Issuer in accordance with the Luxembourg Prospectus Law. This Base Prospectus has been drawn up in accordance with Article 8 of the Prospectus Regulation and the CSSF only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or of the quality of the Notes that are the subject of this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes. Pursuant to the Luxembourg Prospectus Law, the CSSF is not competent to approve prospectuses for the offering to the public or for the admission to trading on regulated markets of money market instruments having a maturity at issue of less than 12 months.

Application has also been made to the Luxembourg Stock Exchange for the Notes issued under the Programme to be admitted to the official list of the Luxembourg Stock Exchange (the "Official List") and to be admitted to trading on the Luxembourg Stock Exchange's regulated market. References in this Base Prospectus to Notes being "listed" (and all related references) shall mean that such Notes have been admitted to the Official List and admitted to trading on the Luxembourg Stock Exchange's regulated market. The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of Directive 2014/65/EU (as amended, "MiFID II") of the European Parliament and of the Council on markets in financial instruments. However, unlisted Notes may be issued pursuant to the Programme. The relevant Final Terms in respect of the issue of any Notes will specify whether or not such Notes will be listed on the Official List and admitted to trading on the Luxembourg Stock Exchange's regulated market (or any other stock exchange).

**The CSSF assumes no responsibility for the economic and financial soundness of the transactions contemplated by this Base Prospectus or the quality or solvency of the Issuer in accordance with Article 6(4) of the Luxembourg Prospectus Law.** Each Series (as defined in "General Description of the Programme - Method of Issue") of Notes in bearer form will be represented on issue by a temporary global note in bearer form (each a "temporary Global Note") or a permanent global note in bearer form (each a "permanent Global Note" and together with a temporary Global Note, "Global Notes"). If the Global Notes are stated in the applicable Final Terms to be issued in new global note ("NGN") form, the Global Notes will be delivered on or prior to the original issue date of the relevant Tranche to a common safekeeper (the "Common Safekeeper") for Euroclear Bank SA/NV ("Euroclear") and Clearstream Banking S.A. ("Clearstream, Luxembourg"). Notes in registered form will be represented by registered certificates (each a "Certificate"), one Certificate being issued in respect of each Noteholder's entire holding of Registered Notes of one Series. Registered Notes issued in global form will be represented by registered global certificates ("Global Certificates"). If a Global Certificate is held under the New Safekeeping Structure (the "NSS") the Global Certificate will be delivered on or prior to the original issue date of the relevant Tranche to a Common Safekeeper for Euroclear and Clearstream, Luxembourg.

Global notes which are not issued in NGN form ("Classic Global Notes" or "CGNs") and Global Certificates which are not held under the NSS will be deposited on the issue date of the relevant Tranche with a common depository on behalf of Euroclear and Clearstream, Luxembourg (the "Common Depository"). Each such temporary Global Note will be exchangeable, as specified in the applicable Final Terms, for either a permanent Global Note or Notes in definitive form, in each case upon certification as to non-US beneficial ownership as required by U.S. Treasury Regulations. A permanent Global Note will be exchangeable for definitive Notes in limited circumstances, all as further described in "Overview of Provisions relating to the Notes while in Global Form" herein.

The Programme has been rated (P)Baa2 by Moody's Italia S.r.l. ("Moody's") and BBB+ by Fitch Ratings Ltd. ("Fitch"). Moody's is established in the European Union (the "EU") and is registered under Regulation (EC) No 1060/2009 (as amended, the "CRA Regulation"). Fitch is not established in the EU, but the rating it has given to the Programme is endorsed by Fitch Ratings Ireland Limited, which is established in the EU and registered under the CRA Regulation. A list of registered Credit Rating Agencies is published on the European Securities and Markets Authority ("ESMA") website (<https://www.esma.europa.eu/page/List-registered-and-certified-CRAs>). Tranches of Notes (as defined in "General Description of the Programme - Method of Issue") to be issued under the Programme will be rated or unrated. Where a Tranche of Notes is to be rated, such rating will not necessarily be the same as the ratings assigned to the Programme. Whether or not a rating in relation to any Tranche of Notes will be treated as having been issued by a credit rating agency established in the EU and registered under the CRA Regulation will be disclosed in the relevant Final Terms. 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.

This Base Prospectus will be valid as a base prospectus under the Prospectus Regulation for 12 months from 10 May 2023 (i.e., until 10 May 2024) and replaces the previous Base Prospectus dated 24 May 2022. The obligation to supplement this Base Prospectus in the event of significant new factors, material mistakes or material inaccuracies will not apply following the expiry of that period.

Prospective investors should have regard to the factors described under the section headed "Risk Factors" in this Base Prospectus. The Base Prospectus and all documents incorporated by reference herein will be published in electronic form on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com)) and on the website of the Issuer (<https://www.carlsberggroup.com/investor-relations/debt-investor/bond-programme/bond-programme/>).

**Arranger for the Programme**

**BNP PARIBAS**

**Dealers**

**BNP PARIBAS**

**MUFG**

**SEB**

**Danske Bank**

**Nordea**

**Société Générale Corporate & Investment Banking**

**UniCredit**

*This Base Prospectus comprises a base prospectus for the purposes of the Prospectus Regulation.*

*The Issuer (the “Responsible Person”) accepts responsibility for the information contained in this Base Prospectus and the Final Terms for each Tranche of Notes under the Programme. To the best of the knowledge of the Issuer the information contained in this Base Prospectus and the Final Terms is in accordance with the facts and this Base Prospectus as completed by the Final Terms makes no omission likely to affect the import of such information.*

*This Base Prospectus is to be read in conjunction with all documents which are incorporated herein by reference (see “Documents Incorporated by Reference”).*

*This Base Prospectus has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area (“EEA”) (each, a “Relevant Member State”) will be made pursuant to an exemption under the Prospectus Regulation from the requirement to publish a prospectus for offers of Notes. Accordingly, any person making or intending to make an offer in a Relevant Member State of Notes which are the subject of an offering contemplated in this Base Prospectus as completed by final terms in relation to the offer of those Notes may only do so in circumstances in which no obligation arises for 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, in each case, in relation to such offer. Neither the Issuer nor any Dealer have authorised, nor do they authorise, the making of any offer of Notes in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.*

*Neither the Arranger nor any of the Dealers makes any representation as to the suitability of any Green Notes (as defined herein), including the listing or admission to trading thereof on any dedicated ‘green’, ‘environmental’, ‘sustainable’, ‘social’ or other equivalently-labelled segment of any stock exchange or securities market, to fulfil any green, social, environmental or sustainability criteria required by any prospective investors. The Arranger and the Dealers have not undertaken, nor are they responsible for, any assessment of the eligibility criteria for Eligible Sustainable Projects (as defined herein), any verification of whether the Eligible Sustainable Projects meet such criteria or the monitoring of the use of proceeds of any Green Notes (or amounts equal thereto). Investors should refer to any sustainability framework which the Issuer may publish from time to time, any second party opinion delivered in respect thereof, and any public reporting by or on behalf of the Issuer in respect of the application of the proceeds of any issue of Green Notes for further information. Any such sustainability framework and/or second party opinion and/or public reporting will not be incorporated by reference in this Base Prospectus and neither the Arranger nor any of the Dealers makes any representation as to the suitability or contents thereof.*

**No person has been authorised to give any information or to make any representation other than those contained in this Base Prospectus in connection with the issue or sale of the Notes and, any information or representation not so contained must not be relied upon as having been authorised by the Issuer or any of the Dealers, the Arranger, the Fiscal Agent or the Registrar and Transfer Agent (each as defined in “General Description of the Programme”). Neither the delivery of this Base Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer since the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.**

**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; (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the “Insurance Distribution Directive”), 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.

**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 (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 European Union (Withdrawal) Act 2018 (“EUWA”); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (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 Prospectus Regulation as it forms part of domestic law by virtue of the EUWA (the “UK Prospectus Regulation”). Consequently, no key information document required by the PRIIPs Regulation 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 any Dealer 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 Financial Conduct Authority (“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.

**SINGAPORE SFA PRODUCT CLASSIFICATION:** In connection with Section 309B of the Securities and Futures Act 2001 of Singapore (the “SFA”) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “CMP Regulations 2018”), unless otherwise specified before an offer of Notes, 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’ (as defined in the CMP Regulations 2018) and Excluded 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).

Notice in relation to Canada – The Notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Base Prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser’s province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser’s province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 (or, in the case of securities issued or guaranteed by the government of a non-Canadian jurisdiction, section 3A.4) of National Instrument 33-105 Underwriting Conflicts (NI 33-105), some or all of the Dealers are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Amounts payable under some of the Notes may be calculated by reference to the Euro Interbank Offered Rate (“EURIBOR”) which is administered by the European Money Markets Institute (“EMMI”) or the Sterling Overnight Index Average (“SONIA”) which is administered by the Bank of England. As at the date of this Base Prospectus, EMMI appears on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority (“ESMA”) pursuant to Article 36 of Regulation (EU) 2016/1011 (as amended, the “Benchmarks Regulation”). As far as the Issuer is aware, as at the date of this Base Prospectus, the Bank of England is not required to be registered by virtue of Article 2 of the Benchmarks Regulation.

The distribution of this Base Prospectus and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus comes are required by the Issuer, the Dealers and the Arranger to inform themselves about and to observe any such restriction. The Notes have not been and will not be registered under the United States Securities Act of 1933, (the “Securities Act”) and include Notes in bearer form that are subject to U.S. tax law requirements. Subject to certain exceptions, the Notes may not be offered, sold or delivered within the United States or to U.S. persons except to the extent permitted by the Dealer Agreement. For a description of certain restrictions on offers and sales of Notes and on distribution of this Base Prospectus, see “Subscription and Sale”.

**This Base Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer or the Dealers to subscribe for, or purchase, any Notes.**

**To the fullest extent permitted by law, none of the Dealers or the Arranger accept any responsibility for the contents of, or for any acts or omissions of the Issuer or any other person in connection with, this Base Prospectus or for any other statement, made or purported to be made by the Arranger or a Dealer or on its behalf in connection with the Issuer or the issue and offering of the Notes. The Arranger and each Dealer accordingly disclaims all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of this Base Prospectus or any such statement. Neither this Base Prospectus nor any other financial statements are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer, the Arranger or the Dealers that any recipient of this Base Prospectus or any other financial statements should purchase the Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained in this Base Prospectus and its purchase of Notes should be based upon such investigation as it deems necessary. None of the Dealers or the Arranger undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Base Prospectus nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Dealers or the Arranger.**

**Each potential investor in any Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:**

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

**Some Notes are complex financial instruments and such instruments may be purchased as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with the help of a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of such Notes and the impact this investment will have on the potential investor's overall investment portfolio.**

**In connection with the issue of any Tranche (as defined in "General Description of the Programme - Method of Issue"), one or more Dealers in such capacity (the "Stabilisation Manager(s)") (or any person acting on behalf of any Stabilisation Manager(s)) 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, there is no assurance that the Stabilisation Manager(s) (or any person acting on behalf of any Stabilisation Manager) will undertake stabilisation action. 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 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 and 60 days after the date of the allotment of the relevant Tranche. Any stabilisation action or over-allotment must be conducted by the relevant Stabilisation Manager(s) (or any person acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.

In this Base Prospectus, unless otherwise specified or the context otherwise requires, references to “Danish kroner” and “DKK” are to the lawful currency of the Kingdom of Denmark, to “euro”, “EUR” or “€” are to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Union (as amended from time to time), to “Renminbi”, “RMB” and “CNY” are to the lawful currency of the People’s Republic of China (the “PRC”) which, for the purposes of this Base Prospectus, excludes the Hong Kong Special Administrative Region of the PRC, the Macau Special Administrative Region of the PRC and Taiwan, to “Sterling” and “£” are to the lawful currency of the UK and to “U.S. dollars” are to the lawful currency of the United States of America.

## FORWARD-LOOKING STATEMENTS

This Base Prospectus contains forward-looking statements, including statements about the Group's (as defined below) sales, revenues, earnings, spending, margins, cash flow, inventory, products, actions, plans, strategies, objectives and guidance with respect to the Group's future operating results.

Forward-looking statements include, without limitation, any statement that may predict, forecast, indicate or imply future results, performance or achievements, and may contain words like 'believe, anticipate, expect, estimate, intend, plan, project, will be, will continue, will result, could, may, might, to seek' or any variations of such words or other words with similar meanings.

Any such statements are subject to risks and uncertainties that could cause the Group's actual results to differ materially from the results discussed in such forward-looking statements.

Prospective information is based on management's then current expectations or forecasts. Such information is subject to the risk that such expectations or forecasts, or the assumptions underlying such expectations or forecasts, may change.

The Group assumes no obligation to update any such forward-looking statements to reflect actual results, changes in assumptions or changes in other factors affecting such forward-looking statements.

Some important risk factors that could cause the Group's actual results to differ materially from those expressed in its forward-looking statements include, but are not limited to: economic and geopolitical uncertainty (including interest rates and exchange rates), financial and regulatory developments, demand for the Group's products, increasing industry consolidation, competition from other breweries, the availability and pricing of raw materials and packaging materials, cost of energy, production- and distribution-related issues, information technology failures, breach or unexpected termination of contracts, market-driven price reductions, market acceptance of new products, changes in consumer preferences, launches of rival products, stipulation of fair value in the opening balance sheet of acquired entities, litigation, environmental issues and other unforeseen factors.

Other important risks and factors that could cause the Group's actual results to be materially different from those described in the forward-looking statements are discussed in "Risk Factors", "Carlsberg Breweries A/S" and elsewhere in this Base Prospectus.

Accordingly, forward-looking statements should not be relied on as a prediction of actual results.



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## GENERAL DESCRIPTION OF THE PROGRAMME

The following overview is qualified in its entirety by the remainder of this Base Prospectus.

<b>Issuer</b>	Carlsberg Breweries A/S
<b>Issuer Legal Entity Identifier (LEI)</b>	5493008YL42784DMWN61
<b>Website of the Issuer</b>	<a href="https://www.carlsberggroup.com/">https://www.carlsberggroup.com/</a> The information on <a href="https://www.carlsberggroup.com/">https://www.carlsberggroup.com/</a> does not form part of this Base Prospectus, except where that information has otherwise expressly been incorporated by reference into this Base Prospectus.
<b>Description</b>	Euro Medium Term Note Programme
<b>Size</b>	Up to €6,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate nominal amount of Notes outstanding at any one time.
<b>Arranger</b>	BNP Paribas
<b>Dealers</b>	BNP Paribas MUFG Securities (Europe) N.V. Danske Bank A/S Nordea Bank Abp Skandinaviska Enskilda Banken AB (publ) Société Générale UniCredit Bank AG
	The Issuer may from time to time terminate the appointment of any dealer under the Programme or appoint additional dealers either in respect of one or more Tranches or in respect of the whole Programme. References in this Base Prospectus to “Permanent Dealers” are to the persons listed above as Dealers and to such additional persons that are appointed as dealers in respect of the whole Programme (and whose appointment has not been terminated) and references to “Dealers” are to all Permanent Dealers and all persons appointed as a dealer in respect of one or more Tranches.
<b>Fiscal Agent</b>	BNP PARIBAS, Luxembourg Branch
<b>Registrar and Transfer Agent</b>	BNP PARIBAS, Luxembourg Branch
<b>Method of Issue</b>	The Notes will be issued on a syndicated or non-syndicated basis. The Notes will be issued in series (each a “Series”) having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of

that Series. Each Series may be issued in tranches (each a “Tranche”) on the same or different issue dates. The specific terms of each Tranche (which will be completed, where necessary, with the relevant terms and conditions and, save in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be completed in the final terms (the “Final Terms”).

**Issue Price**

The Issue Price of a Tranche of Notes will be completed in the Final Terms. Notes may be issued at their nominal amount or at a discount or premium to their nominal amount.

**Form of Notes**

The Notes may be issued in bearer form only (“Bearer Notes”), in bearer form exchangeable for Registered Notes (“Exchangeable Bearer Notes”) or in registered form only (“Registered Notes”). Unless otherwise specified in the applicable Final Terms, each Tranche of Bearer Notes and Exchangeable Bearer Notes will be represented on issue by a temporary Global Note if (i) definitive Notes are to be made available to Noteholders following the expiry of 40 days after their issue date or (ii) such Notes have an initial maturity of more than one year and are being issued in compliance with TEFRA D (as defined in “ - Selling Restrictions” below), otherwise such Tranche will be represented by a permanent Global Note. Registered Notes will be represented by Certificates, one Certificate being issued in respect of each Noteholder’s entire holding of Registered Notes of one Series. Certificates representing Registered Notes that are registered in the name of a nominee for one or more clearing systems are referred to as “Global Certificates”.

**Clearing Systems**

Clearstream, Luxembourg, Euroclear and, in relation to any Tranche, such other clearing system as may be agreed between the Issuer, the Fiscal Agent and the relevant Dealer.

**Initial Delivery of Notes**

On or before the issue date for each Tranche, if the relevant Global Note is an NGN or the relevant Global Certificate is held under the NSS, the Global Note or Global Certificate will be delivered to a Common Safekeeper for Euroclear and Clearstream, Luxembourg. On or before the issue date for each Tranche, if the relevant Global Note is a CGN or the relevant Global Certificate is not held under the NSS, the Global Note representing Bearer Notes or Exchangeable Bearer Notes or the Global Certificate representing Registered Notes

may (or, in the case of Notes listed on the official list of the Luxembourg Stock Exchange, shall) be deposited with a common depositary for Euroclear and Clearstream, Luxembourg. Global Notes or Certificates relating to Notes that are not listed on the Luxembourg Stock Exchange may also be deposited with any other clearing system or may be delivered outside any clearing system provided that the method of such delivery has been agreed in advance by the Issuer, the Fiscal Agent and the relevant Dealer. Registered Notes that are to be credited to one or more clearing systems on issue will be registered in the name of nominees or a common nominee for such clearing systems.

**Currencies**

Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in any currency agreed between the Issuer and the relevant Dealers.

**Maturities**

Subject to compliance with all relevant laws, regulations and directives, any permitted minimum or maximum maturity.

According to the Luxembourg Prospectus Law relating to prospectuses for securities, the CSSF is not competent to approve prospectuses for the listing of money market instruments having a maturity at issue of less than 12 months and which also comply with the definition of securities in the Luxembourg Law.

**Specified Denomination**

Definitive Notes will be in such denominations as may be specified in the relevant Final Terms save that (i) the minimum denomination of each Note admitted to trading on a regulated market within the EEA and/or offered to the public in a Relevant Member State in circumstances which require the publication of a prospectus under the Prospectus Regulation will be €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency) or such other higher 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 and (ii) unless otherwise permitted by then current laws and regulations, Notes (including Notes denominated in sterling) which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by the Issuer in the UK or whose issue otherwise constitutes a contravention of section 19 of the FSMA will have a minimum denomination of £100,000 (or its equivalent in other currencies).

**Fixed Rate Notes**

Fixed interest will be payable in arrear on the date or

### **Floating Rate Notes**

dates in each year specified in the relevant Final Terms.

Floating Rate Notes will bear interest determined separately for each Series as follows:

(i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc.; or

(ii) by reference to SONIA as adjusted for any applicable margin.

Interest Periods will be specified in the relevant Final Terms.

### **Benchmark Discontinuation**

In the case of Floating Rate Notes, if a Benchmark Event occurs, the Issuer shall use its reasonable endeavours to appoint an Independent Adviser (as defined in Condition 5(k)) to determine a Successor Rate, failing which an Alternative Rate, and in either case, an Adjustment Spread and any Benchmark Amendments, as further described in Condition 5(k).

### **Zero Coupon Notes**

Zero Coupon Notes (as defined in “Terms and Conditions of the Notes”) may be issued at their nominal amount or at a discount to it and will not bear interest.

### **Interest Periods and Interest Rates**

The length of the Interest Periods for the Notes and the applicable interest rate or its method of calculation may differ from time to time or be constant for any Series. Notes may have a maximum interest rate, a minimum interest rate, or both. The use of interest accrual periods permits the Notes to bear interest at different rates in the same Interest Period. All such information will be set out in the relevant Final Terms.

### **Step Up Event or Step Down Event**

The relevant Final Terms will state whether a Step Up Event or Step Down Event will apply to the Notes, in which case the rate of interest in respect of the Notes may be subject to adjustment as specified in the relevant Final Terms. See “Terms and Conditions of the Notes – Step Up Event or Step Down Event”.

### **Redemption**

The relevant Final Terms will specify the basis for calculating the redemption amounts payable. Unless permitted by then current laws and regulations, Notes (including Notes denominated in sterling) which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by the Issuer in the UK or whose issue otherwise constitutes a contravention of section 19 of the FSMA must have a minimum redemption amount of £100,000 (or its equivalent in

	other currencies).
<b>Optional Redemption</b>	The Final Terms issued in respect of each issue of Notes will state whether such Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) and/or the holders, including by means of a change of control put option, and if so the terms applicable to such redemption.
<b>Status of Notes</b>	The Notes will constitute direct, unsubordinated, unconditional and (subject to the Negative Pledge) unsecured obligations of the Issuer as described in “Terms and Conditions of the Notes - Status”.
<b>Negative Pledge</b>	See “Terms and Conditions of the Notes - Negative Pledge”.
<b>Cross Default</b>	See “Terms and Conditions of the Notes - Events of Default”.
<b>Ratings</b>	<p>The Programme has been rated (P)Baa2 by Moody’s and BBB+ Fitch.</p> <p>As per the rating services of Moody’s, obligations rated Baa are judged to be medium-grade and subject to moderate credit risk and as such may possess certain speculative characteristics. The modifier “2” indicates a mid-range ranking.</p> <p>Source: Moody’s, <a href="https://www.moody.com/ratings-process/Ratings-Definitions/002002">https://www.moody.com/ratings-process/Ratings-Definitions/002002</a></p> <p>As per the rating services of Fitch, obligations rated BBB indicate that expectations of default risk are currently low. The capacity for payment of financial commitments is considered adequate, but adverse business or economic conditions are more likely to impair this capacity. The modifier “+” appended to the rating denotes relative status within major rating categories.</p> <p>Source: <a href="https://www.fitchratings.com/products/rating-definitions">https://www.fitchratings.com/products/rating-definitions</a></p> <p>Tranches of Notes may be rated or unrated. Moody’s is established in the EU and is registered under the CRA Regulation. Fitch is not established in the EU, but the rating it has given to the Programme is endorsed by Fitch Ratings Ireland Limited, which is established in the EU and registered under the CRA Regulation. A list of registered Credit Rating Agencies is published on the ESMA website (<a href="https://www.esma.europa.eu/page/List-registered-and-certified-CRAs">https://www.esma.europa.eu/page/List-registered-and-certified-CRAs</a>). Where a Tranche of Notes is to be rated, such rating will be specified in the</p>

relevant Final Terms. Where a Tranche of Notes is to be rated, such rating will not necessarily be the same as the rating assigned to Notes already issued under the Programme. Whether or not a rating in relation to any Tranche of Notes will be treated as having been issued by a credit rating agency established in the EU and registered under the CRA Regulation will be disclosed in the relevant Final Terms. 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.

**Early Redemption**

Except as provided in “- Optional Redemption” above, Notes will be redeemable at the option of the Issuer prior to maturity only for tax reasons. See “Terms and Conditions of the Notes - Redemption, Purchase and Options”.

**Withholding Tax**

All payments of principal and interest in respect of the Notes will be made free and clear of withholding taxes of the Kingdom of Denmark, subject to customary exceptions, all as described in “Terms and Conditions of the Notes - Taxation”.

**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.

**Use of Proceeds**

The net proceeds from each issue of Notes will be applied by the Issuer for the general corporate purposes of the Issuer, including making a profit, or as otherwise specified in the applicable Final Terms in respect of any Notes.

Notes may be issued as Green Notes and the applicable Final Terms will indicate if the Notes are intended to constitute Green Notes. The Issuer intends to allocate an amount equal to the net proceeds from any issue of Green Notes to Eligible Sustainable Projects, in line with any sustainability framework that the Issuer may publish from time to time.

**Listing and Admission to Trading**

Application has been made to the Luxembourg Stock Exchange for Notes issued under the Programme to be admitted to the Official List and to be admitted to trading on the Luxembourg Stock Exchange’s regulated market or as otherwise specified in the applicable Final Terms and references to listing shall be construed accordingly. As specified in the applicable Final Terms, a Series of Notes may be unlisted.

**Selling Restrictions**

The United States, the UK, the EEA, Japan, the People’s

Republic of China, Singapore and Canada. See “Subscription and Sale”.

The Issuer is Category 2 for the purposes of Regulation S under the United States Securities Act of 1933 (as amended). If the relevant Final Terms specify that the applicable TEFRA exemption is “TEFRA D”, then the 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 relevant Final Terms specify that the applicable TEFRA exemption is “TEFRA C”, then the Bearer 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) (“TEFRA C”) or (ii) if the relevant Final Terms specify “TEFRA not applicable”, then 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 (“TEFRA”).



## RISK FACTORS

*The Issuer believes that the following factors may adversely affect its operations or financial condition and cause harm to the Issuer's reputation and thereby affect its ability to fulfil its obligations under the Notes issued under the Programme. All of these factors are contingencies which may or may not occur.*

*The risk factors described below are those the Issuer currently views as material. Such risk factors have been arranged in two categories (Risks related to the Group's Industry and Risks related to the Group's Business) and listed in an order of priority that reflects their materiality based on the expected magnitude of their negative impact. The Issuer may face a number of these risks described below simultaneously and some risks may be interdependent. Prospective investors should carefully consider all of the risk factors.*

*The Issuer believes that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme. Additional risks, uncertainties and circumstances not included in this Base Prospectus, including risks that are not known to the Issuer at present or that it currently deems immaterial, may also arise or become material in the future and may have a negative impact on the Issuer's group business, result of operations, financial conditions and prospects. 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 prior to making any investment decision.*

### **Risks related to the Group's Industry**

#### **The Group is exposed to the risks of an economic downturn or recession and falls in per capita income, which could adversely affect the demand for its products**

The Group is exposed to the risks of an economic downturn, recession and inflation in general, which could adversely affect the demand for its products either globally or in one or more of its key markets.

Beer and soft drink consumption in emerging and growth markets is linked to general economic conditions, tending to rise in such markets during periods of increasing per capita income and to fall during periods of declining per capita income. In addition to moving in line with changes in per capita income, beer consumption also increases or decreases in accordance with changes in disposable income, particularly in the emerging markets in which the Group operates. A decrease in disposable income resulting from an increase in income taxes, the cost of living, legislative restrictions such as sanctions or other factors adversely affecting demand for beer and soft drinks, could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition.

#### **Competition in the beverage industry may lead to a reduction in margins and may affect the Group's profitability**

Although the Group has a leading position in the beer market in a number of its key markets, the Group is subject to competition from existing competitors and new entrants, as well as from substitute beverages, and may be affected by further consolidation in the sector. In order to maintain its competitive position, the Group may need to increase its advertising and promotion expenditure, develop new products through innovation and maintain and optimise its existing portfolio.

There can be no assurance that significant increases in advertising and promotion costs, loss of sales volume, price discounting, a lack of innovative products or a combination of these and other factors that may occur as a result of increased competition would not have a material adverse effect on the Group's business, results of operations, cash flows or financial condition.

**Seasonal consumption cycles and adverse weather conditions may result in fluctuations in demand for the Group's products, adversely affecting the Group's business, results of operations, cash flows and financial condition**

Seasonal consumption cycles and adverse weather conditions in the markets in which the Group operates may result in fluctuations in demand for the Group's products. Accordingly, demand for beer is normally more depressed in the Group's major markets during the first three months of each year. As a result, the Group's consolidated net revenue is normally lower during these months. Moreover, exceptionally cold summer temperatures or hot summer temperatures in certain key markets of the Group, particularly in Western and Central & Eastern Europe, may have a temporary negative impact on the demand for the Group's products as consumers substitute beer with alternative beverages, contributing to lower sales of beer and, therefore, could have a material adverse effect on the Group's business, results of operations, cash flows and financial condition.

**There are a variety of factors relating to consumer preferences that may cause lower demand for the Group's products, which could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition**

The beverage industry is highly competitive, and the beer segment in particular faces strong competition from alternative beverages. Consumer demand for beer and soft drinks depends on a variety of factors, including changes in demographic and social trends, health perceptions, the introduction of alternative spending opportunities and downturns in economic conditions. These factors may reduce consumers' willingness to purchase beer products and soft drinks and may lead to the consumption of substitute products. Reduced consumption of beer and, to a lesser extent, soft drinks in any of the Group's key markets could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition.

**Changes in existing regulations, increased regulation or failure to comply with existing licensing, trade and other regulations could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition**

The Group's brewing, bottling, marketing, sales and distribution operations are subject to regulation in the countries in which it operates regarding such matters as licensing requirements, trade and pricing practices (including grey market imports and parallel pricing), labelling, advertising, promotion and marketing practices, relationships with distributors, environmental, tax, labour and other matters. Failure to comply with these laws and regulations could result in the loss, revocation or suspension of the Group's licenses, permits or approvals and may also result in negative publicity.

In addition, changes in any of these or any other laws or regulations could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition. There can be no assurance that the Group will not incur material costs or liabilities in connection with its compliance with current applicable regulatory requirements or that such regulations will not interfere with, restrict or affect the Group's business.

The level of regulation to which the Group is subject can be affected by changes in public perception of beer and soft drink consumption.

**Cost increases and shortages of raw materials and packaging could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition**

Management cannot predict future availability or prices of the raw materials (such as barley, malt, hops and sugar) and packaging materials (which include mainly aluminium cans, glass and PET bottles, labels, plastic crates and cardboard products) required for the Group's production. The prices of raw materials and packaging can fluctuate widely and are determined by the relative strengths of suppliers (which may be increased by consolidation among suppliers, reducing supply alternatives for the Group), global supply and

demand and other factors, including changes in exchange rates, energy prices, wars or armed conflicts, global crop production, government regulations and legislation affecting agriculture, factors over which the Group has no control. A substantial increase in the prices of these materials (in particular if such incremental amounts cannot be passed on to the customer), a lack of availability of materials or a prolonged interruption in their supply, could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition.

In particular, the supply and price of raw materials used to produce the Group's products can be affected by a number of factors beyond the Group's control, including frosts, droughts, growing demand for biofuel and other adverse weather conditions, economic factors affecting growth decisions, various plant diseases and pests.

Furthermore, the Group's operations require access to significant amounts of water. Any sustained interruption in water supplies (as a result of drought or general water shortage) to the Group or any significant increase in water prices could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition.

**The Group's business, results of operations, cash flows or financial condition could be affected by increased excise duties, environmental fees and tax costs**

Various legislative authorities in those countries in which the Group operates may from time to time consider proposals to impose environmental fees, additional excise and other taxes on the production and sale of alcoholic and non-alcoholic beverages, including beer and soft drinks. Changes in such duties applicable to the Group's products may affect the prices at which they are sold, which can in turn result in changes in demand for the Group's products. Increases in the levels of excise and other tax (either on an absolute basis or relative to the levels applicable to other alcoholic beverages) could have a significant adverse impact on sales volumes. In addition, there can be no assurance that the operations of the Group's breweries and other facilities will not become subject to increased excise duties and taxation by local, national or foreign authorities which together with changes in corporate income tax rates, transfer pricing regulations or regulations on repatriation of dividends and capital could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition.

**A significant increase in the cost of energy could affect the Group's profitability**

Energy prices, including the price of oil, natural gas, gasoline and diesel fuel, are cost drivers for the Group's business. Sustained high energy prices could negatively impact the Group's operating results and demand for the Group's products. Increases in energy costs would result in higher production, transportation, freight and other operating costs. The Group's future operating expenses and margins will be dependent upon its ability to manage the impact of cost increases. There can be no assurance that the Group will be able to pass increased energy costs to its customers through increased prices, and the inability to do so could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition.

**The Group is exposed to the risk of litigation**

Companies in the beverage industry are, from time to time, exposed to class action or other litigation. In particular, such actions or litigation may be related to alcohol advertising, alcohol abuse programs or health consequences from the excessive consumption of alcohol or soft drinks as well as competition law infringements. Increasing legislation increases the risk of non-compliance while more regulatory supervision and the growing claim culture potentially increase the impact of any non-compliance. If any litigation faced by the group results in fines, damages or reputational damage, it could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition.

### **Negative publicity may adversely affect companies in the beverage industry**

Negative publicity regarding alcohol or soft drink consumption, publication of studies that indicate a significant health risk from consumption of alcohol or soft drinks, or changes in consumer perceptions in relation to beer or soft drinks generally could adversely affect the sale and consumption of the Group's products and could harm the Group's business, results of operations, cash flows or financial condition as consumers and customers change their purchasing patterns.

### **The Group's ability to borrow from banks or in the capital markets may be materially adversely affected by a financial crisis in a particular geographic region, industry or economic sector**

The Group's ability to borrow from banks or in the capital markets to meet its financial requirements is dependent on normal market conditions. Financial constraints and sanctions in particular geographic regions, industries or economic sectors have, in the recent past, led and could in the future lead to sharp declines in the currencies, stock markets and other asset prices in those geographic regions, industries or economic sectors, in turn threatening affected financial systems and economies.

### **Significant costs can be incurred by companies in the beverage industry as a result of compliance with and violations or liabilities under environmental laws**

The Group's operations are subject to various laws and regulations relating to the protection of the environment, including those governing the recycling of cans and bottles, the discharge of pollutants into the air and water, the management and disposal of hazardous substances and waste, and the clean-up of contamination. Potentially significant expenditures could be required as a result of violations of, or liabilities under, environmental laws or non-compliance with the environmental permits required at its production facilities or in order to comply with environmental laws that may be adopted or imposed in the future and there can be no assurance that the Group will not incur any environmental liability in the future. Any of the foregoing could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition.

### **If any of the Group's products contain contaminants, the Group may be subject to product recalls or other liabilities which could cause the Group to incur significant additional costs on a consolidated basis and suffer damage to its reputation**

A risk of contamination exists at each stage of the production cycle, including the production and delivery of raw materials, the brewing and packaging of beer, the stocking and delivery of beer to distributors and retailers, and the storage and shelving of products at the points of final sale. Management believes that it takes reasonable precautions to ensure that the Group's beverage products are free of contaminants. In the event that contamination occurs, it may lead to business interruption, product recalls or liabilities, any of which could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition and on the Group's reputation and prospects.

## **Risks related to the Group's Business**

### **Natural and other disasters could disrupt the Group's operations**

The Group's business and operating results could be negatively impacted by natural, social, technical or physical risks such as a widespread health emergency such as COVID-19 (or concerns over the possibility of such an emergency), earthquakes, hurricanes, typhoons, flooding, fire, power loss, cyberattacks, political instability, military conflict and uncertainties arising from terrorist attacks, including a global economic slowdown, the economic consequences of any military action and associated political instability.

### **The Group is exposed to the war in Ukraine**

The Group operates three breweries in Ukraine: in Lviv, Kyev and Zaporizhzhia. In 2022, the Group's business in Ukraine accounted for 4 per cent. of total volumes and 4 per cent. of operating profit from the Group's three regions (Western Europe, Asia and Central & Eastern Europe).

In 2022, production at the three breweries was suspended for a period following the outbreak of the war. Despite very difficult circumstances, the breweries are currently operating. If one or more breweries are subject to damages or if the infrastructure in Ukraine is damaged such that the Group is unable to source the input needed for beer production or is unable to distribute its products to its customers, this could lead to operating loss in Ukraine, as the Group will continue to incur fixed costs.

### **The Group is divesting its business in Russia**

On 28 March 2022, the Group announced its decision to seek a full divestment of the Russian business. Prior to the war in Ukraine, the Russian operations were a fully integrated part of the Group. Consequently, the separation process is complex. Successful completion of the process of separating the business could be influenced by the political situation in Russia, as governmental approval is required and that could potentially prolong the separation process.

An offer process commenced in the first quarter of 2023, and the Group is aiming to sign a divestment agreement by mid-2023. While the necessary steps for the divestment were initiated alongside the separation process, the overall political situation in Russia is uncertain. Presidential Decrees have been issued by Russia, setting out prohibitions and restrictions on the sale of certain Russian companies, directly or indirectly.

For the time being, it is uncertain how the regulation and requirements in Russia will affect the divestment process in practice. However, they could potentially impact the valuation and timing of the divestment.

The above could have a material adverse effect on the Group's business or the financial condition of the Group.

### **The Group operates in several emerging and growth markets, which exposes it to political and economic risks in these markets**

The Group has significant operations in emerging and growth markets, particularly in Asia and Eastern Europe.

The Group's operations in these markets are subject to risks including potential regulatory, political and economic instability, application of exchange controls, sanctions, embargos, nationalisation or expropriation (or harassment by public authorities which could effectively result in similar consequences), terrorism, crime and lack of law enforcement, political insurrection, external interference, labour unrest, currency fluctuations, inflation, economic recession, changes in government policy, difficulties in enforcement of legal rights, and military conflict.

Moreover, these economies may not grow in the manner envisaged at the time the Group entered the relevant markets, and may suffer from recession, high rates of inflation and real currency devaluation. Such factors could cause interruptions to the Group's operations, increase the costs of operating in those countries, adversely affect demand for the Group's products or the prices customers are willing to pay or limit the ability of the Group to repatriate profits from those countries, all of which could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition.

**The Group's substantial dependence on third-party retailers and wholesalers for the distribution of its products could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition**

The Group sells its products directly to retailers, including supermarkets, specialised beer or alcoholic beverage stores, pubs and restaurants, as well as to wholesalers for resale to retail outlets. Although in certain jurisdictions the Group owns some of these wholesalers, sales to third-party retailers and wholesalers (some of whom have significant market share and negotiating power) represent a significant portion of the Group's consolidated revenues. For instance, the Group relies primarily on third-parties to effect distribution in France. If third-party wholesalers and retailers give higher priority to other brands, purchase less of the Group's products or at lower prices, or devote inadequate promotional support to the Group's products, it could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition. The Group is subject to credit risk in relation to certain customers and wholesalers. The Group provides credit to certain of its customers and wholesalers. These credit arrangements may include financing of all or a portion of the purchase price for the Group's products. The credit period is dependent on local practice and the creditworthiness of the customer or wholesaler. Any failure by these customers or wholesalers to discharge adequately their obligations on a timely basis or any event adversely affecting these third parties could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition. Consolidation among the Group's customers and wholesalers also exposes the Group to increased concentration of third-party credit risk. Although the Group is not dependent on any single customer or wholesaler, the loss of, or a significant reduction in, business from one or more of the Group's major customers or wholesalers could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition.

**The Group is subject to competition regulations in certain jurisdictions in which it has a leading market share**

In many of the countries in which the Group operates, it has a leading position in the local beer market by volume (according to GlobalData 2022 Beer & Cider Market Insight reports), which means that future expansion through the acquisition of other businesses in the local market may be restricted or prevented. Where the Group has a strong leadership position, controls may be imposed to restrict its activities and prevent any possible abuse of such position. There can be no assurance that, were new or further competition regulations to be introduced into these markets, they would not have a material adverse effect on the Group's business, results of operations, cash flows or financial condition.

**Reliance on key third-party suppliers could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition**

The Group relies on a limited number of key third-party suppliers, including third-party suppliers for a range of raw materials for beer and soft drinks, and for packaging material, including aluminium cans, glass and PET bottles and kegs. The Group seeks to limit its exposure to market fluctuations in these supplies by entering into medium and long-term fixed-price arrangements and by implementing effective supply chain structures. Consolidation of suppliers, the termination of arrangements with certain key suppliers or the failure of a key supplier to meet its contractual obligations would require the Group to make purchases from alternative suppliers, in each case at potentially higher prices than those agreed with this supplier, and this could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition.

The Group also relies on bottling agreements with third parties. The loss of such licenses could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition.

**The Group may not be able to protect its intellectual property rights and any failure to protect the Group's intellectual property rights or any claims that the Group is infringing upon the rights of others may adversely affect the Group**

The Group's future success depends significantly on its ability to protect its current and future brands and products and to defend its intellectual property rights. The Group has been granted numerous trademark registrations covering its brands and products and has filed and expects to continue to file on a timely basis, trademark and patent applications seeking to protect newly-developed brands and products. The Group cannot be sure that trademark and patent registrations will be issued with respect to any of its applications, or that once issued these registrations will not be challenged or circumvented by competitors. Moreover, some of the countries in which the Group operates offer less intellectual property protection than is available in Europe.

An event, or a series of events, that materially damages the reputation of one or more of the Group's brands could have an adverse effect on the value of that brand and subsequent revenues from that brand or business which could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition.

**Inability to gain from efficiency measures may lead to a reduction in margins and may affect the Group's profitability**

Although the Group continues to implement a number of efficiency programmes, including implementation of effective supply chain structures, the Group may not realise the expected benefits from the efficiency measures taken under such programmes. There can be no assurance that any failure to derive benefits from such efficiency improvements would not have a material adverse effect on the Group's business, results of operations, cash flows or financial condition.

**The Group may be adversely affected by changes in exchange rates**

The Issuer publishes its consolidated financial statements in Danish kroner. A substantial portion of the Group's assets, liabilities, revenues and costs are denominated in currencies other than the Danish kroner. As a result, the Group is exposed in particular to fluctuations in the values of these currencies. These currency fluctuations can have a significant impact on the Group's business, results of operations, cash flows or financial condition.

**The Group derives a significant proportion of its consolidated earnings and cash flow from Western Europe and Asia**

The Group derives a significant proportion of its consolidated earnings and cash flow from Western Europe and Asia, in particular China. If sales of the Group's products in Western Europe and Asia significantly decreased, whether as a result of new and increased competition or other factors (including economic downturn or recession in these markets, negative consumer trends towards consumption of beer and soft drinks, fluctuations in exchange rates and the introduction of new laws, regulations, taxes or duties) it could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition.

**The Group faces defined benefit pension obligations in some of the countries in which it operates**

In some countries in which the Group operates (mainly in the UK and Switzerland), the Group holds defined benefit plans.

In case of unfavourable market developments, the Group could be required to make deficit contributions, which could impact Carlsberg's business, financial condition and/or results of operations.

**Information technology failures could disrupt the Group's operations and could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition**

The Group depends on information technology to enable it to operate efficiently and interface with suppliers and customers, as well as maintain in-house management and control and minimise costs. The Group is dependent on a limited number of strategic partners for its information technology systems. As with all large systems, the Group's information systems may be vulnerable to a variety of interruptions due to events beyond its control, including, but not limited to, natural disasters, terrorist attacks, telecommunications failures, computer viruses, hackers, and other security issues. Information technology related operational disruption or security failures therefore expose the Group to a significant level of operational, reputational and financial loss risk, which could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition.

**Operational integration of assets or businesses acquired by the Group involves costs and uncertainties and may not be successful.**

The Group may, as part of its normal business, make selective acquisitions of businesses, assets and/or ownership stakes to strengthen and develop its existing activities. There may be substantial challenges or delays in integrating and adding value to the businesses or assets acquired or to be acquired by the Group. The costs of integration could be materially higher than budgeted and the Group may fail to realise synergies expected from such acquisitions. The challenges presented by integrating new businesses or assets may be greater in emerging markets as a result of cultural and linguistic difficulties. Moreover, realising the expected synergies may take longer than expected. Material costs or delays in connection with the integration of the operations that the Group acquires or the inability to realise any expected synergies from those acquisitions could have a material adverse effect on the Group's business, financial condition and results of operations.

**Lack of full control of key operations subjects the Group to business decisions of third-party partners**

Reflecting the historical development of the Group, and in part, the Group's aim to either retain the involvement of local business groups and/or to mitigate the risk of entering new markets, the Group owns controlling interests in some main operations while others are owned in partnership with other third-party brewers or investors in which the Group has a 50 per cent. interest or less. Disagreements with joint venture partners have previously resulted in the termination of agreements and led to litigation and arbitration. The shareholder approval requirements of a joint venture may also limit the Group's flexibility. In addition, under certain circumstances, the Group and its joint venture partners may elect to unwind operations or buy out the interests of one another, which could be costly and disruptive to the Group's business. Any of the above could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition.

**The Group is exposed to the risk of increased interest rates**

A proportion of the Group's gross debt is at floating interest rates. Accordingly, the Group has significant exposure to changes in interest rates. An increase in interest rates could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition.

**The Group's inability to recruit and retain sufficient qualified personnel or the loss of the Group's management team or key personnel could negatively impact the Group**

Certain aspects of the Group's business depend upon highly-skilled employees. The Group devotes considerable resources to recruiting and developing such individuals and encouraging such individuals to remain employed by the Group. While management believes that it has been successful in securing the loyalty of its key employees, it is possible that, in the future, the Group may experience personnel changes and may



have difficulty attracting and retaining sufficient numbers of skilled employees. In addition, the Group is managed by a relatively small number of senior management and key personnel, many of whom have extensive knowledge and experience with the Group's business, products and services and would be costly and possibly difficult to replace. The Group's inability to recruit sufficient qualified personnel or any loss or interruption of the services of the Group's management team or key personnel, could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition.

**Pricing pressure and grey market imports or parallel imports may negatively impact the Group's results of operations**

As a result of differential margins and rates of duty levied on beer and other beverages in individual countries, cross-border imports are a factor affecting both the volume of beer and other beverages purchased in certain countries and the price of beer and other beverages which the market can support in those countries. Pricing pressure resulting from grey market imports or parallel imports may lead to a reduction in margins and could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition.

**Labour disputes may cause work stoppages, strikes and disruptions**

The success of the Group depends upon maintaining good relations with its workforce. Restructurings to lower production costs, improve efficiency, exploit synergies and cope with the demands of a changing market could harm the Group's employee relations and result in labour disputes, including work stoppages, strikes and disruptions, which could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition.

**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**

**Notes subject to optional redemption by the Issuer**

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.

**Variable rate Notes with a multiplier or other leverage factor**

Notes with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include those features.

**Fixed/Floating Rate Notes**

Fixed/Floating Rate Notes may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of such Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts 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. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on its Notes.

*Risks related to Notes which are linked to “benchmarks”*

Interest rates and indices which are deemed to be “benchmarks” are the subject of recent 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.

Regulation (EU) 2016/1011 (as amended, the “Benchmarks Regulation”) was published in the Official Journal of the EU on 29 June 2016 and was applied as of 1 January 2018. The Benchmarks Regulation applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU. It, among other things, (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).

The Benchmarks Regulation could have a material impact on any Notes linked to or referencing a benchmark, in particular, if the methodology or other terms of the relevant benchmark are changed in order to comply with the requirements of the Benchmarks Regulation. 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.

The Euro Interbank Offered Rate (“EURIBOR”) and other interest rates or other types of rates and indices which are deemed to be “benchmarks” are the subject of ongoing national and international regulatory reform. 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. 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, national or other proposals for reform or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to a benchmark.

For Notes which reference any affected benchmark, uncertainty as to the nature of alternative reference rates and as to potential changes or other reforms to such benchmark may adversely affect such benchmark rates during the term of such Notes and the return on, value of and the trading market for such Notes.

**Floating Rate Notes – Benchmark Unavailability and Discontinuation**

*(i) Temporary unavailability of the Relevant Screen Page*

Where Screen Rate Determination is specified as the manner in which the Rate of Interest in respect of Floating Rate Notes is to be determined the Terms and Conditions of the Notes provide that the Rate of Interest shall be determined by reference to the Relevant Screen Page (or its successor or replacement). In circumstances where the Original Reference Rate (as defined in the Terms and Conditions of the Notes) is discontinued, neither the Relevant Screen Page, nor any successor or replacement may be available.

Where the Relevant Screen Page is not available, and no successor or replacement for the Relevant Screen Page is available, the Terms and Conditions of the Notes provide for the Rate of Interest to be determined by the Calculation Agent by reference to quotations from banks communicated to the Calculation Agent.

Where such quotations are not available (as may be the case if the relevant banks are not submitting rates for the determination of such Original Reference Rate), the Rate of Interest may ultimately revert to the Rate of Interest applicable as at the last preceding Interest Determination Date before the Original Reference Rate was discontinued. Uncertainty as to the continuation of the Original Reference Rate, the availability of quotes from reference banks, and the rate that would be applicable if the Original Reference Rate is discontinued may adversely affect the value of, and return on, the Floating Rate Notes.

*(ii) Benchmark Events*

Benchmark Events (as defined in Condition 5(k)) include (amongst other events) the permanent discontinuation of an Original Reference Rate, a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is or will be (or is or will be deemed by such supervisor to be) no longer representative of its relevant underlying market or an announcement that an Original Reference Rate will be permanently discontinued in the future. If the Issuer determines that a Benchmark Event has occurred, the Issuer shall use its reasonable endeavours to appoint an Independent Adviser (as defined in the Terms and Conditions of the Notes), as soon as reasonably practicable, to determine a Successor Rate or Alternative Rate (each as defined in the Terms and Conditions of the Notes) to be used in place of the Original Reference Rate. If a Benchmark Event occurs as a result of a public statement that the Original Reference Rate is no longer representative of its relevant underlying market, the Rate of Interest on the Notes may therefore cease to be determined by reference to the Original Reference Rate and instead be determined by reference to a Successor Rate or Alternative Rate, even if the Original Reference Rate continues to be published. Such rate may be lower than the Original Reference Rate for so long as that Original Reference Rate continues to be published, and the value of and return on the Notes may be adversely affected.

Furthermore, if a Successor Rate or Alternative Rate for the Original Reference Rate is determined by the Independent Adviser, the Terms and Conditions of the Notes provide that the Issuer may vary the Terms and Conditions of the Notes, as necessary to ensure the proper operation of such Successor Rate or Alternative Rate, without any requirement for consent or approval of the Noteholders.

If a Successor Rate or Alternative Rate is determined by the Independent Adviser, the Terms and Conditions of the Notes also provide that an Adjustment Spread (as defined in the Terms and Conditions of the Notes) will be determined by the Independent Adviser to be applied to such Successor Rate or Alternative Rate.

The use of any Successor Rate or Alternative Rate and the application of an Adjustment Spread may result in the Notes linked to or referencing the 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.

*(iii) Potential for a fixed rate return*

The Issuer may be unable to appoint an Independent Adviser or the Independent Adviser may not be able to determine a Successor Rate or Alternative Rate in accordance with the Terms and Conditions of the Notes.

Where the Issuer is unable to appoint an Independent Adviser in a timely manner, or the Independent Adviser is unable to determine a Successor Rate or Alternative Rate before the next Interest Determination Date (as defined in the Terms and Conditions of the Notes), the Rate of Interest for the next succeeding Interest Accrual Period will be the Rate of Interest applicable as at the last preceding Interest Determination Date

before the occurrence of the Benchmark Event, or, where the Benchmark Event occurs before the first Interest Determination Date, the Rate of Interest will be the initial Rate of Interest.

Where the Issuer has been unable to appoint an Independent Adviser or, the Independent Adviser has failed to determine a Successor Rate or Alternative Rate in respect of any given Interest Accrual Period, the Issuer will continue to attempt to appoint an Independent Adviser in a timely manner before the next succeeding Interest Determination Date to determine a Successor Rate or Alternative Rate to apply the next succeeding and any subsequent Interest Accrual Periods, as necessary.

Applying the initial Rate of Interest, or the Rate of Interest applicable as at the last preceding Interest Determination Date before the occurrence of the Benchmark Event is likely to result in Notes linked to or referencing the relevant benchmark performing differently (which may include payment of a lower Rate of Interest) than they would do if the relevant benchmark were to continue to apply, or if a Successor Rate or Alternative Rate could be determined.

Due to the uncertainty concerning the availability of Successor Rate and Alternative Rates, the involvement of an Independent Adviser and the potential for further regulatory developments, there is a risk that the relevant fallback provisions may not operate as intended at the relevant time.

If the Issuer is unable to appoint an Independent Adviser or, the Independent Adviser fails to determine a Successor Rate or Alternative Rate for the life of the relevant Notes, the initial Rate of Interest, or the Rate of Interest applicable as at the last preceding Interest Determination Date before the occurrence of the Benchmark Event, will continue to apply to maturity. This will result in the floating rate Notes, in effect, becoming fixed rate Notes.

*(iv) ISDA Determination*

Where ISDA Determination is specified as the manner in which the Rate of Interest in respect of floating rate Notes is to be determined, the Conditions provide that the Rate of Interest in respect of the Notes shall be determined by reference to the relevant Floating Rate Option in the 2006 ISDA Definitions. Where the Floating Rate Option specified is EURIBOR Floating Rate Option, the Rate of Interest may be determined by reference to the relevant screen rate or the rate determined on the basis of quotations from certain banks. If EURIBOR is permanently discontinued and the relevant screen rate or quotations from banks (as applicable) are not available, the operation of these provisions may lead to uncertainty as to the Rate of Interest that would be applicable, and may, adversely affect the value of, and return on, the floating rate Notes.

**The market continues to develop in relation to risk-free rates (including SONIA) as reference rates for floating rate Notes**

*(i) Nascent risk-free rates and market*

Investors should be aware that the market continues to develop in relation to risk-free rates, such as SONIA, as a reference rate in the capital markets for sterling bonds, and its adoption as an alternative to the relevant interbank offered rates.

SONIA is a recently reformed newly established risk-free rate. Therefore, it has a limited performance history and the future performance of SONIA is impossible to predict. As a consequence, no future performance of SONIA or Notes referencing SONIA may be inferred from any of the hypothetical or actual historical performance data. In addition, investors should be aware that risk-free rates may behave materially differently to interbank offered rates as interest reference rates.

*(ii) Calculation of Interest*

Interest is calculated on the basis of the compounded risk-free rate, which is calculated using the relevant specific formula set out in the Terms and Conditions, not the risk-free rate published on or in respect of a particular date during such Observation Period. For this and other reasons, the interest rate on the notes during any Observation Period will not be the same as the interest rate on other investments linked to the risk-free rate that use an alternative basis to determine the applicable interest rate.

In addition, market conventions for calculating the interest rate for bonds referencing risk-free rates continue to develop and market participants and relevant working groups are exploring alternative reference rates based on risk-free rates. Accordingly, the specific formula for calculating the rate used in the Notes issued under this Base Prospectus may not be widely adopted by other market participants, if at all. The Issuer may in the future also issue Notes referencing risk-free rates that differ materially in terms of interest determination when compared with any previous Notes referencing risk-free rate rates issued by it. If the market adopts a different calculation method, that could adversely affect the market value of Notes issued under this Base Prospectus.

Each risk-free rate is published and calculated by third parties based on data received from other sources and the Issuer has no control over their respective determinations, calculations or publications. There can be no guarantee that the relevant risk-free rate (or the SONIA Compounded Index) will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of investors in Notes linked to or which reference a such risk-free rate (or that any applicable benchmark fallback provisions provided for in the Terms and Conditions of the Notes will provide a rate which is economically equivalent for Noteholders). The Bank of England does not have an obligation to consider the interests of Noteholders in calculating, adjusting, converting, revising or discontinuing the relevant risk-free rate (or the SONIA Compounded Index). If the manner in which the relevant risk-free rate is calculated is changed, that change may result in a reduction of the amount of interest payable on such Notes and/or the trading prices of such Notes.

*(iii) Market Adoption*

The market or a significant part thereof may adopt an application of risk-free rates that differs significantly from that set out in the Terms and Conditions and used in relation to Notes that reference a risk-free rate issued under this Base Prospectus. Investors should carefully consider how any mismatch between the adoption of such reference rates in the bond, loan and derivatives markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of any Notes.

**Risk-free rates differ from interbank offered rates in a number of material respects**

Risk-free rates may differ from interbank offered rates in a number of material respects, including (without limitation) by being backwards-looking in most cases, calculated on a compounded or weighted average basis, risk-free, overnight rates, whereas such interbank offered rates are generally expressed on the basis of a forward-looking term, are unsecured and include a risk-element based on interbank lending. As such, investors should be aware that risk-free rates may behave materially differently to interbank offered rates as interest reference rates for the Notes.

Risk-free rates offered as alternatives to interbank offered rates also have a limited history. For that reason, future performance of such rates may be difficult to predict based on their limited historical performance. The level of such rates during the term of the Notes may bear little or no relation to historical levels. Prior observed patterns, if any, in the behaviour of market variables and their relation to such rates such as correlations, may change in the future.

Furthermore, 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 reliably estimate 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 could adversely impact the liquidity of such Notes. Further, in contrast to Notes linked to interbank offered rates, if Notes referencing backwards-looking SONIA become due and payable under Condition 10 (*Events of Defaults*) 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 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.

**The administrators of SONIA may make changes that could change the value of SONIA or discontinue SONIA**

The Bank of England (or its successor) as administrator of SONIA (and the SONIA 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 rates and/or indices are calculated, eligibility criteria applicable to the transactions used to calculate such rates and/or indices, or timing related to the publication of SONIA or the SONIA Compounded Index. In addition, an administrator may alter, discontinue or suspend calculation or dissemination of SONIA or the SONIA Compounded Index, in which case a fallback method of determining the interest rate on the Notes will apply in accordance with the Conditions (see “*Floating Rate Notes – Benchmark Unavailability and Discontinuation*”). An administrator has no obligation to consider the interests of Noteholders when calculating, adjusting, converting, revising or discontinuing any such risk-free rate.

**Notes issued at a substantial discount or premium**

The market values of securities issued at a substantial discount or premium to their nominal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

**Notes denominated in Renminbi are subject to additional risks**

Set out below is a description of the principal risks which may be relevant to an investor in Notes denominated in Renminbi:

**The Renminbi is not freely convertible. There are significant restrictions on remittance of Renminbi into and outside the PRC which may adversely affect the liquidity of Renminbi Notes**

The Renminbi is not freely convertible at present. The government of the PRC (the “PRC Government”) continues to regulate conversion between the Renminbi and foreign currencies, despite significant reduction in control by it in recent years over routine foreign exchange transactions. These transactions are known as current account items. Subject to limited exceptions, there is currently no specific PRC regulation on the remittance of Renminbi into the PRC for settlement of capital account items. Foreign investors may only remit offshore Renminbi into the PRC for capital account purposes such as shareholders’ loan or capital contribution upon obtaining specific approvals from the relevant authorities on a case-by-case basis. Regulations in the PRC on the remittance of Renminbi into the PRC for settlement of capital account items are developing gradually.

There is no assurance that the PRC Government will continue to liberalise gradually control over crossborder remittance of Renminbi in the future, that any pilot schemes will not be discontinued or that new regulations in the PRC will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or outside the PRC.

**There is only limited availability of Renminbi outside the PRC, which may affect the liquidity of the Renminbi Notes and the Issuer’s ability to source Renminbi outside the PRC to service such Renminbi Notes**

As a result of the restrictions by the PRC government on cross-border Renminbi fund flows, the availability of Renminbi outside of the PRC is limited.

Although it is expected that the offshore Renminbi market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is no assurance that no new PRC regulations will be promulgated or the Settlement Agreement on the Clearing of Renminbi Business will not be terminated or amended in the future which will have the effect of restricting availability of Renminbi offshore. The limited availability of Renminbi outside the PRC may affect the liquidity of the Notes. To the extent the Issuer is required to source Renminbi in the offshore market to service the Notes, there is no assurance that the Issuer will be able to source such Renminbi on satisfactory terms, if at all. If Renminbi is not available in certain circumstances as described in the Notes, the Issuer can make payments under the Notes in U.S. Dollars.

**Payments for Notes denominated in Renminbi will only be made to investors in the manner specified for such Notes in the conditions of the Notes**

Investors may be required to provide certification and other information (including Renminbi account information) in order to be allowed to receive payments in Renminbi in accordance with the Renminbi clearing and settlement system for participating banks in Hong Kong. All payments to investors in respect of Notes denominated in Renminbi will be made solely (i) for so long as such Notes are represented by a temporary global Note or a permanent global Note, by transfer to a Renminbi bank account maintained in Hong Kong in accordance with prevailing Euroclear and Clearstream, Luxembourg rules and procedures, or (ii) for so long as such Notes are in definitive form, by transfer to a Renminbi bank account maintained in Hong Kong in accordance with prevailing rules and regulations; the Issuer cannot be required to make payment by any other means (including in any other currency or by transfer to a bank account in the PRC).

**No assurance that Green Notes will satisfy any investor requirements or expectations**

The Final Terms relating to any specific Tranche of Notes may provide that such Notes are intended to be ‘Green Notes’, which may include, *inter alia*, sustainable, green, environmental and/or social Notes (together, “Green Notes”). The Issuer intends to allocate an amount equal to the net proceeds from any issue of Green Notes in assets, projects and expenditures with a positive sustainability impact, which may include sustainable, environmental, green and/or social projects (together, “Eligible Sustainable Projects”), in line with any sustainability framework(s) that the Issuer may publish from time to time, and/or which the Issuer expects will substantially adhere to the Green Bond Principles, Social Bond Principles and Sustainability Bond Guidelines (as applicable) as published by the International Capital Markets Association (“ICMA”) from time to time (together, the “Principles”). If the use of such proceeds is a factor in a prospective investor’s decision to invest in Green Notes, prospective investors should consult with their legal and other advisers before making an investment in any such Green Notes and must determine for themselves the relevance of such information for the purpose of any investment in such Green Notes, together with any other investigation such investor deems necessary. In particular, no assurance is given by the Issuer, the Arranger or the Dealers that the Eligible Sustainable 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, green, sustainability or social impact of any projects or uses, the subject of or related to, any Eligible Sustainable Projects.

### **No formal or consensus definition of a ‘sustainable’ (or similar) security**

There is currently no clearly defined legal, regulatory or other definition of a “Green Note” or market consensus as to what attributes are required for a particular asset or project to be classified as ‘green’, ‘environmental’, ‘sustainable’, ‘social’ or any similar label, nor can any assurance be given that such a clear definition or consensus will develop over time.

A basis for the determination of such a definition has been established in the EU with the publication in the Official Journal of the EU on 22 June 2020 of Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 (the “Sustainable Finance Taxonomy Regulation”) on the establishment of a framework to facilitate sustainable investment (the “EU Sustainable Finance Taxonomy”). On 21 April 2021, the European Commission approved in principle the first delegated act (the “EU Taxonomy Climate Delegated Act”) aimed at supporting sustainable investment by making it clearer which economic activities most contribute to meeting the EU’s environmental objectives. The EU Taxonomy Climate Delegated Act sets out criteria for economic activities in the sectors that are most relevant for achieving climate neutrality and delivering on climate change adaptation. This includes sectors such as energy, forestry, manufacturing, transport and buildings. The EU Sustainable Finance Taxonomy is subject to further development by way of the implementation by the European Commission through delegated regulations of technical screening criteria for the environmental objectives set out in the Sustainable Finance Taxonomy Regulation.

Accordingly, no assurance is or can be given by the Issuer, the Arranger or the Dealers that the eligibility criteria for Eligible Sustainable Projects will satisfy any requisite criteria determined under the Sustainable Finance Taxonomy Regulation or within the EU Sustainable Finance Taxonomy at any time, or that any regime implemented in the UK (if any) for issuing ‘green’, ‘environmental’, ‘sustainable’ or other equivalently-labelled securities will align with the European (or any other) framework for such securities.

Further, provisional political agreement has been reached in February 2023 on the legislative proposal for a European Green Bond Standard, which will be a voluntary label for issuers of green use of proceeds bonds (such as Green Notes) where the proceeds will be invested in economic activities aligned with the EU Sustainable Finance Taxonomy. However, the provisional political agreement remains subject to change and there is no assurance if or when such European Green Bond Standard will be confirmed and adopted by the European Council and European Parliament. No assurance is given that any Green Notes issued under this Programme will be aligned with such European Green Bond Standard. It is not clear at this stage the impact which the European Green Bond Standard, if and when implemented, may have on investor demand for, and pricing of, green use of proceeds bonds (such as the Green Notes) that do not meet such standard. It could reduce demand and liquidity for any Green Notes and their price.

### **No assurance that Eligible Sustainable Projects will be completed or meet their objectives**

Furthermore, there can be no assurance that any Eligible Sustainable 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 when making its assessment whether or not to apply any proceeds of Green Notes (or amounts equal thereto) to such Eligible Sustainable Project.

Accordingly, no assurance is or can be given by the Issuer, the Arranger or the Dealers to investors in Green Notes that any projects or uses the subject of, or related to, any Eligible Sustainable Projects will meet any or all investor expectations regarding such ‘green’, ‘environmental’, ‘sustainable’, ‘social’ or other equivalently-labelled performance objectives or that any adverse environmental, green, social and/or other impacts will not occur during the implementation of any projects or uses the subject of, or related to, any Eligible Sustainable Projects.



**No obligation on the Arranger or Dealers to verify Eligible Sustainable Projects or monitor the use of proceeds of Green Notes and Noteholders shall have no recourse to them**

Neither the Arranger nor any Dealer is responsible for (i) any assessment of any eligibility criteria relating to Green Notes, (ii) any verification of whether the Eligible Sustainable Projects will satisfy the relevant eligibility criteria, (iii) the monitoring of the use of proceeds (or amounts equal thereto) in connection with the issue of any Green Notes, (iv) the allocation of the proceeds by the Issuer to particular Eligible Sustainable Projects, (v) any assessment of the Eligible Sustainable Projects criteria or (vi) the contents of any Green Notes framework developed by the Issuer or any second party opinion or certificate thereon, and no investor in any Notes will have any recourse to the Arranger or any of the Dealers in connection therewith.

**No assurance of suitability or reliability of any second party opinion**

In addition, no assurance or representation is given by the Issuer, the Arranger or the Dealers as to the suitability or reliability for any purpose whatsoever of any opinion, certification or report of any third party (whether or not solicited by the Issuer) which may be made available in connection with the issue of any Green Notes and/or any sustainability framework established by the Issuer, and in particular with any Eligible Sustainable Projects to fulfil any environmental, green, sustainability, social and/or other criteria. For the avoidance of doubt, any such opinion or certification will not be, and shall not be deemed to be, incorporated in and/or form part of this Base Prospectus. Any such opinion or certification is not, and should not be deemed to be, a recommendation by the Issuer or any other person to buy, sell or hold any Green Notes. Any such opinion or certification will only be current as of the date on which that opinion is initially issued. 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 any Green Notes. 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 Noteholders will have no recourse against the Issuer, the Arranger or any of the Dealers or the provider of any such opinion or certification for the contents of any such opinion or certification. A withdrawal of any such opinion or certification may affect the value of any Green Notes, may result in the delisting of such Green Notes from any dedicated 'green', 'social' or 'sustainable' or other equivalently-labelled segment of any stock exchange or securities market and/or may have consequences for certain investors with portfolio mandates to invest in green, social, sustainable or other equivalently-labelled assets.

**No assurance that Green Notes will be admitted to trading on any dedicated sustainable (or similar) segment of any stock exchange or market, that any admission obtained will be maintained or that admission of Green Notes to any such segment will indicate that any particular objectives or investment criteria of any investor will be met**

If any Green Notes are listed or admitted to trading or otherwise displayed on any dedicated 'green', 'environmental', 'sustainable', 'social' 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 the Dealers that such listing or admission or display 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, green, sustainability or social impact of any projects or uses, the subject of or related to, any Eligible Sustainable Projects or the funding thereof by the Issuer. Furthermore, it should be noted that the criteria for any such listing or admission to trading or display may

vary from one stock exchange or securities market to another. No representation or assurance is given or made by the Issuer, the Arranger or the Dealers that any such listing or admission to trading or display will be obtained in respect of any Green Notes or, if obtained, that any such listing or admission to trading or display will be maintained during the life of any Green Notes. The criteria for acceptance onto any such market may change from time to time. In the event of any actual or anticipated removal of the Notes from any such market, or if access to any such market is sought and refused, that could have a material adverse effect on the market price of any Green Notes.

**No obligation or assurance that an amount equal to the proceeds of issue of Green Notes will be applied for the purposes of financing or refinancing Eligible Sustainable Projects, and any failure in application of such proceeds (or equal amounts) will not constitute a default or otherwise enable Noteholders to take any enforcement action against the Issuer**

While it is the intention of the Issuer to apply an amount equal to the net proceeds of any Green Notes for the purposes of financing and/or refinancing Eligible Sustainable Projects, the Issuer will be under no contractual obligation to do so (including that the terms and conditions of Green Notes will not contain any such requirement on, or covenant by, the Issuer nor any event of default should the Issuer fail to apply the proceeds or related amounts for such purpose) and further there can be no assurance that project(s) or use(s) the subject of, or related to, any Eligible Sustainable 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 amounts will be totally or partially disbursed for such Eligible Sustainable Projects.

**Noteholders have no recourse to the Issuer, and the Issuer shall not have any obligations, in the event that the proceeds of issue of Green Notes or amounts equal thereto are not applied on the basis described herein**

Any event or failure by the Issuer to apply an amount equal to the net proceeds of any issue of Green Notes to Eligible Sustainable Projects, and/or withdrawal of any opinion or certification in connection with any Green Notes, or any opinion or certification attesting that the Issuer or any of its customers is not complying in whole or in part with any matters for which such opinion or certification is opining or certifying on and/or any Green Notes no longer being listed or admitted to trading on any stock exchange or securities market or any particular segment thereof as aforesaid and/or any failure by the Issuer to provide or publish any reporting or any impact assessment on the use of proceeds (or amounts equal thereto) from any issue of Green Notes will not:

- (i) give rise to any claim of a Noteholder against the Issuer, the Arranger and/or any Dealer;
- (ii) constitute an Event of Default under the Green Notes or a breach or violation of any term thereof, or constitute a default by the Issuer for any other purpose, or permit any Noteholder to accelerate the Green Notes or take any other enforcement action against the Issuer;
- (iii) lead to a right or obligation of the Issuer to redeem the Green Notes or be a relevant factor for the Issuer in determining whether or not to exercise any optional redemption rights in respect of any Green Notes or give any Noteholder the right to require redemption of its Notes; or
- (vi) result in any step-up or increased payments of interest, principal or any other amounts in respect of any Green Notes, or otherwise affect the terms and conditions of any Green Notes.

However, such event of failure may adversely affect the reputation of the Issuer and the Group and could have a material adverse effect on the value of such Green Notes and also potentially the value of any other Notes, including (without limitation) Notes which are intended to finance the Group's funding for Eligible

Sustainable Projects and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

Furthermore, any failure by the Issuer or the Group to meet any sustainability targets it may be required to meet or may set itself from time to time shall not constitute an event of default under any Green Notes or otherwise result in any Green Notes being redeemed prior to their maturity date.

## **Risks related to Notes generally**

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

### **Noteholder Meetings**

The Terms and Conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

In addition, pursuant to Condition 5(k), if a Benchmark Event occurs, certain changes may be made to the interest calculation and related provisions of the Floating Rate Notes as well as the Agency Agreement in the circumstances and as otherwise set out in such Condition, without the requirement for the consent of the Noteholders.

### **European Monetary Union**

It is possible that prior to the maturity of Notes issued under the Programme the euro may become the lawful currency of the Kingdom of Denmark. In that event (i) all amounts payable in respect of any Notes denominated in Danish kroner may become payable in euro; (ii) the law may allow or require such Notes to be re-denominated into euro and additional measures to be taken in respect of such Notes; and (iii) there may no longer be available published or displayed rates for deposits in Danish kroner used to determine the rates of interest on such Notes or changes in the way those rates are calculated, quoted and published or displayed. The introduction of the euro in any jurisdiction could also be accompanied by a volatile interest rate environment, which could adversely affect investors in the relevant Notes.

### **Change of law**

The Terms and Conditions of the Notes are based on English law in effect as at the date of issue of the relevant Notes. 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 issue of the relevant Notes.

### **Integral multiples of less than €100,000**

In relation to any issue of Notes which have a denomination consisting of the minimum Specified Denomination of €100,000 plus a higher integral multiple of another smaller amount, it is possible that the Notes may be traded in amounts in excess of €100,000 (or its equivalent) that are not integral multiples of €100,000 (or its equivalent). In such a case a Noteholder who, as a result of trading such amounts, holds a principal amount of less than the minimum Specified Denomination will 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 such that it holds an amount equal to one or more Specified Denominations.

If definitive Notes 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.

### **Enforcement of judgements issued by English courts in Denmark**

A judgment entered against a company incorporated in Denmark in the courts of a state which is a Contracting State under and as defined in the Convention on Choice of Court Agreements of 30 June 2005 (the “Hague Convention”) (such as the UK) will only be recognised in Denmark if the parties had agreed, on a fully symmetrical basis, to settle their disputes exclusively in the jurisdiction of one Contracting State. The Terms and Conditions of the Notes contain a non-exclusive jurisdiction clause which will be outside the scope of the Hague Convention and therefore (also given that the UK is neither an EU member state nor is it as of the date of this Base Prospectus a Contracting State under the Convention on Jurisdiction and the Recognition and Enforcement of Judgments in Civil and Commercial Matters made at Lugano on 30 October 2007, as amended), a judgement rendered by an English court in relation to the Terms and Conditions of the Notes would be neither recognised nor enforced by the Danish courts without re-examination of the substantive matters thereby adjudicated. In connection with any re-examination, the judgment of the foreign court will generally be accepted as material evidence, but the parties must provide the Danish courts with satisfactory information about the contents of the relevant law of the contract and, if they fail to do so, the Danish courts may apply Danish law instead.

### **Risks related to the market generally**

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

#### **The secondary market generally**

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be liquid. 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. Illiquidity may have a severely adverse effect on the market value of Notes.

#### **Exchange rate risks and exchange controls**

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. As a result, investors may receive less interest or principal than expected, or no interest or principal.

#### **Interest rate risks**

Investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of Fixed Rate Notes.

**Credit ratings may not reflect all risks**

One or more independent credit rating agencies may assign credit ratings to an issue of 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 or withdrawn by the rating agency at any time.

## **BASE PROSPECTUS SUPPLEMENT**

If at any time the Issuer shall be required to prepare a prospectus supplement pursuant to Article 23 of the Prospectus Regulation, the Issuer will prepare and make available an appropriate supplement to this Base Prospectus which, in respect of any subsequent issue of Notes to be listed on the Official List and admitted to trading on the Luxembourg Stock Exchange's regulated market, shall constitute a base prospectus supplement as required by Article 23 of the Prospectus Regulation.

The Issuer has given an undertaking to the Dealers that if at any time during the duration of the Programme there is a significant new factor, material mistake or material inaccuracy relating to information contained in this Base Prospectus which is capable of affecting the assessment of any Notes and whose inclusion in or removal from this Base Prospectus is necessary for the purpose of allowing an investor to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer, and the rights attaching to the Notes, the Issuer shall prepare a supplement to this Base Prospectus or publish a replacement Base Prospectus for use in connection with any subsequent offering of the Notes and shall supply to each Dealer such number of copies of such supplement hereto as such Dealer may reasonably request.

## DOCUMENTS INCORPORATED BY REFERENCE

This Base Prospectus should be read and construed in conjunction with:

- (i) the audited consolidated financial statements of the Issuer as of and for the financial year ended 31 December 2021, together with the independent auditor's report thereon, which have been previously published or are published simultaneously with this Base Prospectus or filed with the CSSF and which are available at:

<https://www.carlsberggroup.com/reports-downloads/carlsberg-breweries-annual-report-2021/>

- (ii) the audited consolidated financial statements of the Issuer as of and for the financial year ended 31 December 2022, together with the independent auditor's report thereon, which have been previously published or are published simultaneously with this Base Prospectus or filed with the CSSF and which are available at:

<https://www.carlsberggroup.com/reports-downloads/carlsberg-breweries-annual-report-2022/>

- (iii) the section entitled "*Managing Business Risks – Risks Identified for 2023*" on pages 25 – 27 of the Issuer's 2022 annual report, available at:

<https://www.carlsberggroup.com/reports-downloads/carlsberg-breweries-annual-report-2022/>

- (iv) the Terms and Conditions set out on pages 30 to 64 of the base prospectus published by the Issuer dated 24 May 2022 available at:

<https://www.carlsberggroup.com/media/53877/carlsberg-breweries-as-2022-prospectus.pdf>

- (v) the Terms and Conditions set out on pages 27 to 57 of the base prospectus published by the Issuer dated 15 May 2020 available at:

[https://www.carlsberggroup.com/media/39495/carlsberg-2020\\_prospectus-final.pdf](https://www.carlsberggroup.com/media/39495/carlsberg-2020_prospectus-final.pdf)

- (vi) the Terms and Conditions set out on pages 25 to 54 of the base prospectus published by the Issuer dated 8 May 2019 available at:

[https://www.carlsberggroup.com/media/36616/carlsberg-2019\\_prospectus.pdf](https://www.carlsberggroup.com/media/36616/carlsberg-2019_prospectus.pdf)

- (vii) the Terms and Conditions set out on pages 22 to 48 of the base prospectus published by the Issuer dated 8 June 2017 available at:

[https://www.carlsberggroup.com/media/19334/final\\_carlsberg\\_prospectus\\_2017.pdf](https://www.carlsberggroup.com/media/19334/final_carlsberg_prospectus_2017.pdf)

- (viii) the Terms and Conditions set out on pages 23 to 49 of the base prospectus published by the Issuer dated 19 May 2014 available at:

[https://www.carlsberggroup.com/media/7047/a17969565-v037-carlsberg\\_prospectus\\_2014.pdf](https://www.carlsberggroup.com/media/7047/a17969565-v037-carlsberg_prospectus_2014.pdf)

The specified pages of such documents shall be incorporated by reference in and form part of this Base Prospectus, save that any statement contained in a document which is incorporated by reference herein shall be modified or superseded for the purpose of this Base Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus. Those parts of the documents incorporated by reference in this Base Prospectus which are not specifically incorporated by reference in this Base Prospectus are either not relevant for prospective investors in the Notes or the relevant information is included elsewhere in this Base Prospectus.

Copies of each of the documents incorporated by reference in this Base Prospectus may be obtained without charge from [www.carlsberggroup.com](http://www.carlsberggroup.com) and will be published in electronic form on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com)). The content of websites or URLs referred to in this Base Prospectus do not form part of this Base Prospectus, except where that information has otherwise expressly been incorporated by reference into this Base Prospectus.

The table below sets out the relevant page references for the audited consolidated financial statements as of and for the financial years ended 31 December 2021 and 31 December 2022, respectively, as set out in the Issuer's Annual Reports for these years, as available on the website listed above, in pdf form.

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## TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions that, subject to completion in accordance with the provisions of Part A of the relevant Final Terms, shall be applicable to the Notes in definitive form (if any) issued in exchange for the Global Note(s) representing each Series. Either (i) the full text of these terms and conditions together with the relevant provisions of Part A of the Final Terms or (ii) these terms and conditions as so completed, amended, supplemented or varied (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed on such Bearer Notes or on the Certificates relating to such Registered Notes. All capitalised terms that are not defined in these Conditions will have the meanings given to them in Part A of the relevant Final Terms. Those definitions will be endorsed on the definitive Notes or Certificates, as the case may be. References in the Conditions to “Notes” are to the Notes of one Series only, not to all Notes that may be issued under the Programme.

The Notes are issued pursuant to an Agency Agreement dated 24 May 2022 (as amended or supplemented as at the Issue Date, the “Agency Agreement”) between the Issuer, BNP PARIBAS, Luxembourg Branch as fiscal agent and the other agents named in it and with the benefit of a Deed of Covenant (as amended or supplemented as at the Issue Date, the “Deed of Covenant”) dated 7 June 2012 executed by the Issuer in relation to the Notes. The fiscal agent, the paying agents, the registrar, the transfer agents and the calculation agent(s) for the time being (if any) are referred to below respectively as the “Fiscal Agent”, the “Paying Agents” (which expression shall include the Fiscal Agent), the “Registrar”, the “Transfer Agents” and the “Calculation Agent(s)”. The Noteholders (as defined below), the holders of the interest coupons (the “Coupons”) relating to interest bearing Notes in bearer form and, where applicable in the case of such Notes, talons for further Coupons (the “Talons”) (the “Couponholders”) are deemed to have notice of all of the provisions of the Agency Agreement applicable to them.

As used in these Terms and Conditions (the “Conditions”), “Tranche” means Notes which are identical in all respects.

Copies of the Agency Agreement and the Deed of Covenant are available for inspection at the specified offices of each of the Paying Agents, the Registrar and the Transfer Agents.

References herein to the “RMB Notes” are to Notes denominated in Renminbi. References herein to “Renminbi”, “RMB” and “CNY” are to the lawful currency of the People’s Republic of China (the “PRC”) which, for the purposes of the Conditions, excludes the Hong Kong Special Administrative Region of the PRC, the Macau Special Administrative Region of the PRC and Taiwan.

### **1 Form, Denomination and Title**

The Notes are issued in bearer form (“Bearer Notes”, which expression includes Notes that are specified to be Exchangeable Bearer Notes), in registered form (“Registered Notes”) or in bearer form exchangeable for Registered Notes (“Exchangeable Bearer Notes”) in each case in the Specified Denomination(s) shown hereon provided that in the case of any Notes which are to be admitted to trading on a regulated market within the European Economic Area or the United Kingdom or offered to the public in a Member State of the European Economic Area or the United Kingdom in circumstances which require the publication of a prospectus under the Prospectus Regulation, the minimum Specified Denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of the relevant Notes).

All Registered Notes shall have the same Specified Denomination. Where Exchangeable Bearer Notes are issued, the Registered Notes for which they are exchangeable shall have the same Specified Denomination as the lowest denomination of Exchangeable Bearer Notes.

This Note is a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, a combination of any of the foregoing or any other kind of Note, depending upon the Interest Basis shown hereon.

Bearer Notes are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Zero Coupon Notes in which case references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in these Conditions are not applicable.

Registered Notes are represented by registered certificates (“Certificates”) and, save as provided in Condition 2(c), each Certificate shall represent the entire holding of Registered Notes by the same holder.

Title to the Bearer Notes and the Coupons and Talons shall pass by delivery. Title to the Registered Notes shall pass by registration in the register that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement (the “Register”). Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Note, Coupon or Talon shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it, any writing on it (or on the Certificate representing it) or its theft or loss (or that of the related Certificate) and no person shall be liable for so treating the holder.

In these Conditions, “Noteholder” means the bearer of any Bearer Note or the person in whose name a Registered Note is registered (as the case may be), “holder” (in relation to a Note, Coupon or Talon) means the bearer of any Bearer Note, Coupon or Talon or the person in whose name a Registered Note is registered (as the case may be). Capitalised terms have the meanings given to them hereon, the absence of any such meaning indicating that such term is not applicable to the Notes.

## **2 Exchanges of Exchangeable Bearer Notes and Transfers of Registered Notes**

### **(a) Exchange of Exchangeable Bearer Notes**

Subject as provided in Condition 2(f), Exchangeable Bearer Notes may be exchanged for the same nominal amount of Registered Notes at the request in writing of the relevant Noteholder and upon surrender of each Exchangeable Bearer Note to be exchanged, together with all unmatured Coupons and Talons relating to it, at the specified office of any Transfer Agent; provided, however, that where an Exchangeable Bearer Note is surrendered for exchange after the Record Date (as defined in Condition 7(b)) for any payment of interest, the Coupon in respect of that payment of interest need not be surrendered with it. Registered Notes may not be exchanged for Bearer Notes. Bearer Notes of one Specified Denomination may not be exchanged for Bearer Notes of another Specified Denomination. Bearer Notes that are not Exchangeable Bearer Notes may not be exchanged for Registered Notes.

### **(b) Transfer of Registered Notes**

One or more Registered Notes may be transferred upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Certificate representing such Registered Notes to be transferred, together with the form of transfer endorsed on such Certificate, (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed and any other evidence as the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Registered Notes represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. All transfers of Notes and entries on the Register will be made subject to the detailed regulations concerning transfers of Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of

the Registrar and the Noteholders. A copy of the current regulations will be made available by the Registrar to any Noteholder upon request.

**(c) Exercise of Options or Partial Redemption in Respect of Registered Notes**

In the case of an exercise of an Issuer's or Noteholders' option in respect of, or a partial redemption of, a holding of Registered Notes represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Registered Notes of the same holding having different terms, separate Certificates shall be issued in respect of those Notes of that holding that have the same terms. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any Transfer Agent. In the case of a transfer of Registered Notes to a person who is already a holder of Registered Notes, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.

**(d) Delivery of New Certificates**

Each new Certificate to be issued pursuant to Conditions 2(a), (b) or (c) shall be available for delivery within three business days of receipt of the request for exchange, form of transfer or Exercise Notice (as defined in Condition 6(e)) and surrender of the Certificate for exchange. Delivery of the new Certificate(s) shall be made at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom delivery or surrender of such request for exchange, form of transfer, Exercise Notice or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant request for exchange, form of transfer, Exercise Notice or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the relevant Agent (as defined in the Agency Agreement) the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 2(d), "business day" means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the relevant Transfer Agent or the Registrar (as the case may be).

**(e) Exchange Free of Charge**

Exchange and transfer of Notes and Certificates on registration, transfer, partial redemption or exercise of an option shall be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require).

**(f) Closed Periods**

No Noteholder may require the transfer of a Registered Note to be registered or an Exchangeable Bearer Note to be exchanged for one or more Registered Note(s) (i) during the period of 15 days ending on the due date for redemption of that Note, (ii) during the period of 15 days before any date on which Notes may be called for redemption by the Issuer at its option pursuant to Condition 6(d), (iii) after any such Note has been called for redemption or (iv) during the period of seven days ending on (and including) any Record Date. An Exchangeable Bearer Note called for redemption may, however, be exchanged for one or more Registered Note(s) in respect of which the Certificate is simultaneously surrendered not later than the relevant Record Date.

### 3 Status

The Notes and Coupons relating to them constitute direct, unsubordinated, unconditional and (subject to Condition 4) unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Issuer under the Notes and Coupons relating to them shall, save for such exceptions as may be provided by applicable legislation and subject to Condition 4, at all times rank at least equally with all other unsecured and unsubordinated indebtedness and monetary obligations of the Issuer, present and future.

### 4 Negative Pledge

So long as any Note or Coupon remains outstanding (as defined in the Fiscal Agency Agreement) the Issuer will not, and will ensure that none of its Principal Subsidiaries (as defined in Condition 10) will create, or have outstanding any mortgage, charge, lien, pledge or other security interest, upon the whole or any part of its present or future undertaking, assets or revenues (including any uncalled capital) to secure (a) any Relevant Indebtedness, or (b) any guarantee or indemnity in respect of any Relevant Indebtedness without at the same time or prior thereto according to the Notes and the Coupons the same security as is created or subsisting to secure any such Relevant Indebtedness, guarantee or indemnity or such other security as shall be approved by an Extraordinary Resolution (as defined in the Fiscal Agency Agreement) of the Noteholders.

In these Conditions, “Relevant Indebtedness” means any present or future indebtedness which is in the form of, or represented or evidenced by, bonds, notes, debentures, loan stock or other securities which for the time being are, or are intended to be or capable of being, quoted, listed or dealt in or traded on any stock exchange or over-the-counter or other securities market.

### 5 Interest and other Calculations

#### (a) Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest on its outstanding nominal amount from and including the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 5(h). In the case of RMB Notes, if any Interest Payment Date would otherwise fall on a day which is not a Business Day (as defined below), it 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 it shall be brought forward to the immediately preceding Business Day.

#### (b) Interest on Floating Rate Notes

##### (i) *Interest Payment Dates:*

Each Floating Rate Note bears interest on its outstanding nominal amount from and including the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 5(f). Such Interest Payment Date(s) is/are either shown hereon as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are shown hereon, Interest Payment Date shall mean each date which falls the number of months or other period shown hereon as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

(ii) ***Business Day Convention:***

If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is (A) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.

(iii) ***Rate of Interest for Floating Rate Notes:***

The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in the manner specified hereon and the provisions below relating to any of ISDA Determination, Screen Rate Determination and/or Linear Interpolation shall apply, depending upon which is specified hereon.

(A) ISDA Determination for Floating Rate Notes:

Where ISDA Determination is specified hereon as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate. For the purposes of this sub-paragraph (A), "ISDA Rate" for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (x) the Floating Rate Option is as specified hereon
- (y) the Designated Maturity is a period specified hereon and
- (z) the relevant Reset Date is the first day of that Interest Accrual Period unless otherwise specified hereon.

For the purposes of this sub-paragraph (A), "Floating Rate", "Calculation Agent", "Floating Rate Option", "Designated Maturity", "Reset Date" and "Swap Transaction" have the meanings given to those terms in the ISDA Definitions.

(B) Screen Rate Determination for Floating Rate Notes not referencing SONIA:

(x) Where Screen Rate Determination is specified hereon as the manner in which the Rate of Interest is to be determined, and unless the Reference Rate in respect of the relevant Series of Floating Rate Notes is specified hereon as being "SONIA", the Rate of Interest for each Interest Accrual Period will, subject as provided below and in Condition 5(k), be either:

- (1) the offered quotation; or

(2) the arithmetic mean of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (Brussels time in the case of EURIBOR) on the Interest Determination Date in question 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 of such offered quotations.

(y) if the Relevant Screen Page is not available or, if sub-paragraph (x)(1) applies and no such offered quotation appears on the Relevant Screen Page, or, if sub-paragraph (x)(2) applies and fewer than three such offered quotations appear on the Relevant Screen Page, in each case as at the time specified above, subject as provided below, the Issuer shall request if the Reference Rate is EURIBOR, the principal Euro-zone office of each of the Reference Banks, to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Accrual Period shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent; and

(z) if paragraph (y) above applies and the Calculation Agent determines that fewer than two Reference Banks are providing offered quotations, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to the Calculation Agent at the request of the Issuer by the Reference Banks or any two or more of them, at which such banks were offered, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels 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, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, or, if fewer than two of the Reference Banks provide the Calculation Agent with such 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 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, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels 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 such purpose) informs the Issuer it is quoting to leading banks in, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, 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 or Maximum 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 or Maximum or Minimum

Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period).

(C) Screen Rate Determination for Floating Rate Notes referencing Compounded SONIA

(x) SONIA Compounded Index Rate

Where (i) Screen Rate Determination is specified hereon as the manner in which the Rate of Interest is to be determined; (ii) the Reference Rate is specified hereon as being SONIA; and (iii) SONIA Compounded Index Rate is specified hereon, the Rate of Interest for each Interest Period will, subject to Condition 5(k), be the SONIA Compounded Index Rate as follows, plus or minus (as indicated hereon) the Margin.

For the purposes of this Condition 5(b)(C)(x)

“SONIA Compounded Index Rate” means with respect to an Interest Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Interest Period (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) and will be calculated by the Calculation Agent on the Interest Determination Date, as follows, and the resulting percentage will be rounded, if necessary, to the fourth decimal place, with 0.00005 being rounded upwards,

$$\left( \frac{\text{SONIA Compounded Index}_{END}}{\text{SONIA Compounded Index}_{START}} - 1 \right) \times \left( \frac{365}{d} \right)$$

provided, however, that and subject to Condition 5(k), if the SONIA Compounded Index Value is not available in relation to any Interest Period on the Relevant Screen Page for the determination of either or both of SONIA Compounded Index<sub>START</sub> and SONIA Compounded Index<sub>END</sub>, the Rate of Interest shall be calculated for such Interest Period on the basis of the SONIA Compounded Daily Reference Rate as set out in Condition 5(b)(iii)(C)(y) as if SONIA Compounded Daily Reference Rate with Observation Shift had been specified hereon and the “Relevant Screen Page” shall be deemed to be the “Relevant Fallback Screen Page” as specified hereon,

where:

“*d*” means the number of calendar days in the relevant Observation Period;

“London Business Day”, means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

“Observation Period” means, in respect of an Interest Period, the period from (and including) the date falling “*p*” London Business Days prior to the first day of such Interest Period (and the first Observation Period shall begin on and include the date which is “*p*” London Business Days prior to the Issue Date) and ending on (but excluding) the date which is “*p*” London Business Days prior to the Interest Payment Date for such Interest Period (or the date falling “*p*” London



Business Days prior to such earlier date, if any, on which the Notes become due and payable);

“p” means, for any Interest Period the whole number specified hereon (or, if no such number is so specified, five London Business Days) representing a number of London Business Days;

“SONIA Compounded Index” means the index known as the SONIA Compounded Index administered by the Bank of England (or any successor administrator thereof);

“SONIA Compounded Index<sub>START</sub>” means, in respect of an Interest Period, the SONIA Compounded Index Value on the date falling “p” London Business Days prior to (i) the first day of such Interest Period, or (ii) in the case of the first Interest Period, the Issue Date;

“SONIA Compounded Index<sub>END</sub>” means the SONIA Compounded Index Value on the date falling “p” London Business Days prior to (i) in respect of an Interest Period, the Interest Payment Date for such Interest Period, or (ii) if the Notes become due and payable prior to the end of an Interest Period, the date on which the Notes become so due and payable; and

“SONIA Compounded Index Value” means in relation to any London Business Day, the value of the SONIA Compounded Index as published by authorised distributors on the Relevant Screen Page on such London Business Day or, if the value of the SONIA Compounded Index cannot be obtained from such authorised distributors, as published on the Bank of England’s Website at [www.bankofengland.co.uk/boeapps/database/](http://www.bankofengland.co.uk/boeapps/database/) (or such other page or website as may replace such page for the purposes of publishing the SONIA Compounded Index) on such London Business Day.

(y) SONIA Compounded Daily Reference Rate

Where (i) Screen Rate Determination is specified hereon as the manner in which the Rate of Interest is to be determined; (ii) the Reference Rate is specified hereon as being SONIA; and (iii) and SONIA Compounded Daily Reference Rate is specified hereon, the Rate of Interest for each Interest Period will be the SONIA Compounded Daily Reference Rate as follows, plus or minus (as indicated hereon) the Margin,

“SONIA Compounded Daily Reference Rate” means, in respect of an Interest Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Interest Period (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) and will be calculated by the Calculation Agent on the Interest Determination Date, as follows, and the resulting percentage will be rounded, if necessary, to the fourth decimal place, with 0.00005 being rounded upwards,

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{SONIA_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

Where :

“London Business Day”, “Observation Period” and “ $p$ ” have the meanings set out under Condition 5(b)(iii)(C)(x);

“ $d$ ” is the number of calendar days in the relevant:

Observation Period where Observation Shift is specified hereon; or

Interest Period where Lag is specified hereon;

“ $d_o$ ” is the number of London Business Days in the relevant:

Observation Period where Observation Shift is specified hereon; or

Interest Period where Lag is specified hereon;

“ $i$ ” is a series of whole numbers from one to  $d_o$ , each representing the relevant London Business Day in chronological order from, and including, the first London Business Day in the relevant;

Observation Period where Observation Shift is specified hereon; or

Interest Period where Lag is specified hereon;

“ $n_i$ ”, for any London Business Day “ $i$ ”, means the number of calendar days from and including such London Business Day “ $i$ ” up to but excluding the following London Business Day;

“ $SONIA_i$ ” means, in relation to any London Business Day the SONIA reference rate in respect of that London Business Day; and

the “SONIA reference rate”, in respect of any London Business Day, is a reference rate equal to the daily Sterling Overnight Index Average (“SONIA”) rate for such London Business Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page on the next following London Business Day or, if the Relevant Screen Page is unavailable, as published by authorised distributors on such London Business Day or, if SONIA cannot be obtained from such authorised distributors, as published on the Bank of England’s Website at [www.bankofengland.co.uk/boeapps/database/](http://www.bankofengland.co.uk/boeapps/database/) (or such other page or website as may replace such page for the purposes of publishing the SONIA reference rate)

- (z) Subject to Condition 5(k), where SONIA is specified as the Reference Rate hereon and either (i) SONIA Compounded Daily Reference Rate is specified hereon, or (ii) the SONIA Compounded Index Rate is specified hereon and Condition 5(b)(iii)(C)(y) applies, if, in respect of any London Business Day, the SONIA reference rate is not available on the Relevant Screen Page or Relevant Fallback Screen Page as applicable (or as otherwise provided in the relevant definition thereof), such Reference Rate shall be:

1. (i) the Bank of England’s Bank Rate (the “Bank Rate”) prevailing at close of business on the relevant London Business Day; plus (ii) the mean of the spread of the SONIA reference rate to the Bank Rate over the previous five days on which the SONIA reference rate has been published,

excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate, or

2. if such Bank Rate is not available, the SONIA reference rate published on the Relevant Screen Page (or as otherwise provided in the relevant definition thereof) for the first preceding London Business Day on which the SONIA reference rate was published on the Relevant Screen Page (or as otherwise provided in the relevant authorised distributors), and

in each case, SONIA<sub>i</sub> shall be interpreted accordingly.

- (aa) If the Rate of Interest cannot be determined in accordance with the foregoing provisions, but without prejudice to Condition 5(k), the Rate of Interest shall be (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Rate of Interest 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 or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest 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 such Series of Notes for the first Interest Accrual Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Accrual Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Accrual Period).

If the relevant Series of Notes become due and payable in accordance with Condition 10, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified hereon, be deemed to be the date on which such Notes become due and payable and the Rate of Interest on such Notes shall, for so long as any such Notes remain outstanding, be that determined on such date.

(D) Linear Interpolation

Where Linear Interpolation is specified hereon as applicable in respect of an Interest Accrual Period, the Rate of Interest for such Interest Accrual Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified hereon as applicable) or the relevant Floating Rate Option (where ISDA Determination is specified hereon as applicable), one of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Accrual Period and the other of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Accrual Period provided however that if there is no rate available for the period of time next shorter or, as the case may be, next longer, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

“Applicable Maturity” means: (a) in relation to Screen Rate Determination, the period of time designated in the Reference Rate, and (b) in relation to ISDA Determination, the Designated Maturity.

**(c) Zero Coupon Notes**

Where a Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note. As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 6(b)(i)).

**(d) Accrual of Interest**

Interest shall cease to accrue on each Note on the due date for redemption unless, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (both before and after judgment) at the Rate of Interest in the manner provided in this Condition 5 to the Relevant Date (as defined in Condition 8).

**(e) Margin, Maximum/Minimum Rates of Interest, Redemption Amounts and Rounding:**

- (i) If any Margin is specified hereon (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with (b) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin subject always to the next paragraph.
- (ii) If any Maximum or Minimum Rate of Interest or Redemption Amount is specified hereon, then any Rate of Interest or Redemption Amount shall be subject to such maximum or minimum, as the case may be.
- (iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), all figures shall be rounded to seven significant figures (with halves being rounded up) and all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes “unit” means the lowest amount of such currency that is available as legal tender in the country of such currency.

**(f) Calculations**

The amount of interest payable per Calculation Amount in respect of any Note for any Interest Accrual Period shall be equal to the product of the Rate of Interest, the Calculation Amount specified hereon, and the Day Count Fraction for such Interest Accrual Period, unless an Interest Amount (or a formula for its calculation) is applicable to such Interest Accrual Period, in which case the amount of interest payable per Calculation Amount in respect of such Note for such Interest Accrual Period shall equal such Interest Amount (or be calculated in accordance with such formula). Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable per Calculation Amount in respect of such Interest Period shall be the sum of the Interest Amounts payable in respect of each of those Interest Accrual Periods. In respect of any other period for which interest is required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be for the period for which interest is required to be calculated.

**(g) Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts and Change of Control Redemption Amounts**

The Calculation Agent shall, as soon as practicable on each Interest Determination Date, or such other time on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine such rate and calculate the Interest Amounts for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or Change of Control Redemption Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Accrual Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or Change of Control Redemption Amount to be notified to the Fiscal Agent, the Issuer, each of the Paying Agents, the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are listed on a stock exchange and the rules of such exchange or other relevant authority so require, such exchange or other relevant authority as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 5(b)(ii), the Interest Amounts and the Interest Payment Date so published 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 Interest Period. If the Notes become due and payable under Condition 10, the accrued interest and the Rate of Interest payable in respect of the Notes shall, subject in the case of each of the SONIA Compounded Index Rate and the SONIA Compounded Daily Reference Rate to Condition 5(b)(iii)(C)(y)(i), nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Interest or the Interest Amount so calculated need be made. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.

**(h) Definitions**

In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

“Business Day” means:

- (i) in the case of a currency other than euro or Renminbi, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency and/or
- (ii) in the case of euro, any day on which the T2 is open for the settlement of payments in euro (a “TARGET Business Day”)
- (iii) in relation to any sum payable in Renminbi, a day (other than a Saturday, Sunday or public holiday) on which commercial banks in Hong Kong are generally open for business and settlement of Renminbi payments in Hong Kong and/or
- (iv) in the case of a currency and/or one or more Business Centres, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such

currency in the Business Centre(s) or, if no currency is indicated, generally in each of the Business Centres.

“Day Count Fraction” means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first day of such period to but excluding the last) (whether or not constituting an Interest Period or an Interest Accrual Period, the “Calculation Period”):

- (i) if “Actual/Actual” or “Actual/Actual – ISDA” is specified hereon, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365)
- (ii) if “Actual/365 (Fixed)” is specified hereon, the actual number of days in the Calculation Period divided by 365
- (iii) if “Actual/360” is specified hereon, the actual number of days in the Calculation Period divided by 360
- (iv) if “30/360”, “360/360” or “Bond Basis” is specified hereon, the number of days in the Calculation 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:

“Y1” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y2” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M1” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M2” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D1” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D1 will be 30; and

“D2” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30

- (v) if “30E/360” or “Eurobond Basis” is specified hereon, the number of days in the Calculation 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:

“Y1” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y2” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M1” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M2” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D1” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D1 will be 30; and

“D2” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D2 will be 30

- (vi) if “30E/360 (ISDA)” is specified hereon, the number of days in the Calculation 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:

“Y1” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y2” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M1” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M2” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D1” is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D1 will be 30; and

“D2” is the calendar day, expressed as a number, immediately following the last day included in the Calculation 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 D2 will be 30

- (vii) if “Actual/Actual – ICMA” is specified hereon,
- (a) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and
  - (b) if the Calculation Period is longer than one Determination Period, the sum of:
    - (x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and
    - (y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year

where:

“Determination Period” means the period from and including a Determination Date in any year to but excluding the next Determination Date; and

“Determination Date” means the date(s) specified as such hereon or, if none is so specified, the Interest Payment Date(s).

“Euro-zone” means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community (as amended).

“Interest Accrual Period” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date and each successive period beginning on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date.

“Interest Amount” means:

- (i) in respect of an Interest Accrual Period, the amount of interest payable per Calculation Amount for that Interest Accrual Period and which, in the case of Fixed Rate Notes, and unless otherwise specified hereon, shall mean the Fixed Coupon Amount or Broken Amount specified hereon as being payable on the Interest Payment Date ending the Interest Period of which such Interest Accrual Period forms part; and
- (ii) in respect of any other period, the amount of interest payable per Calculation Amount for that period.

“Interest Commencement Date” means the Issue Date or such other date as may be specified hereon.

“Interest Determination Date” means, with respect to a Rate of Interest and Interest Accrual Period, the date specified as such hereon or, if none is so specified, (i) the first day of such Interest Accrual Period if the Specified Currency is Sterling or (ii) the day falling two Business Days in London for the Specified Currency prior to the first day of such Interest Accrual Period if the Specified Currency is neither Sterling nor euro or (iii) the day falling two TARGET Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is euro.

“Interest Period” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date unless otherwise specified hereon.

“Interest Period Date” means each Interest Payment Date unless otherwise specified hereon.

“ISDA Definitions” means the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc., unless otherwise specified hereon.

“Rate of Interest” means the rate of interest payable from time to time in respect of this Note and that is either specified or calculated in accordance with the provisions hereon.



“Reference Banks” means, in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market, in each case selected by the Issuer or as specified hereon.

“Reference Rate” means the rate specified as such hereon.

“Relevant Screen Page” means such page, section, caption, column or other part of a particular information service as may be specified hereon (or any successor or replacement page, section, caption, column or other part of a particular information service).

“Specified Currency” means the currency specified as such hereon or, if none is specified, the currency in which the Notes are denominated.

“T2” means the real time gross settlement system operated by the Eurosystem, or any successor system.

**(i) Calculation Agent**

The Issuer shall procure that there shall at all times be one or more Calculation Agents if provision is made for them hereon and for so long as any Note is outstanding (as defined in the Agency Agreement). Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an Interest Accrual Period or to calculate any Interest Amount, Final Redemption Amount, Early Redemption Amount, Change of Control Redemption Amount or Optional Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall appoint a leading bank or financial institution engaged in the interbank market that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal London office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

**(j) Step Up Event or Step Down Event**

- (i) If the Step Up Event or the Step Down Event is specified hereon, the Rate of Interest payable on the Notes will be subject to adjustment from time to time following the occurrence of a Step Up Event or a Step Down Event (each such adjustment an Interest Rate Adjustment (as defined below)). Any Interest Rate Adjustment shall be effective from and including the Interest Payment Date immediately following the date of the Step Up Event or the Step Down Event (as applicable).
- (ii) In relation to an Interest Period, a Step Up Event or Step Down Event will only result in an Interest Rate Adjustment on the immediately following Interest Payment Date to the extent that, in the case of a Step Up Event, no Step Down Event, and in the case of a Step Down Event, no Step Up Event, subsequently occurs during such Interest Period.
- (iii) Notwithstanding any other provision herein, (i) there shall be no Interest Rate Adjustment at any time after notice of redemption has been given by the Issuer pursuant to Condition 6(c) or (d); and (ii) at no time during the term of the Notes shall the Rate of Interest payable on the Notes be less than the Initial Rate of Interest or more than the Initial Rate of Interest plus the applicable Step Up Margin specified hereon.

- (iv) The Issuer will cause each Step Up Event and each Step Down Event, and the related Interest Rate Adjustment, to be notified to the Fiscal Agent and notice thereof to be given to the Noteholders in accordance with Condition 14 as soon as possible after the occurrence of the Step Up Event or the Step Down Event but in no event later than the tenth Business Day (as defined in Condition 5(h)) after such event.
- (v) The first public announcement by a Rating Agency of a Rating Decrease (as defined below) shall constitute a step up event (a “Downgrade Step Up Event”) triggering an Interest Rate Adjustment.
- (vi) In the event that a Rating Agency fails or ceases to assign a solicited Rating (other than where such Rating Agency ceases to provide rating services generally to issuers and investors), a step up event (a “No Rating Step Up Event”) shall be deemed to have occurred as from the date upon which a solicited Rating ceases or fails to be assigned provided that, for so long as (i) such Rating Agency maintains an unsolicited rating of the Issuer’s senior unsecured long-term debt and (ii) another Rating Agency maintains a solicited Rating, such unsolicited rating shall constitute a solicited Rating for the purposes of this Condition until such time as there are solicited Ratings from two Rating Agencies.
- (vii) For so long as any of the Notes are outstanding, the Issuer shall use all reasonable efforts to ensure the existence of a solicited Rating from at least one Rating Agency (as defined below).
- (viii) If the rating designations employed by the Rating Agency are changed from those which are described herein, the Issuer shall determine, with the agreement of the Fiscal Agent (not to be unreasonably withheld or delayed), the rating designations of the Rating Agency as are most equivalent to the prior rating designations of the Rating Agency, and this Condition shall be construed accordingly.

In these Conditions:

“Initial Rate of Interest” means the rate of interest payable from time to time in respect of this Note and that is either specified or calculated in accordance with the provisions hereon.

“Interest Rate Adjustment” means that the Rate of Interest payable under the Notes shall be equal to:

- (i) the Initial Rate of Interest plus the applicable Step Up Margin specified hereon, in the case of a Step Up Event; and
- (ii) the Initial Rate of Interest, in the case of a Step Down Event.

“Investment Grade Rating” means a rating of Baa3 in the case of Moody’s (as defined below), or BBB- in the case of Fitch (as defined below), or their equivalent for the time being in the case of another Rating Agency, or better.

“Rating” means the rating of the Issuer’s senior unsecured long-term debt.

“Rating Agency” means Moody’s Investors Service, Inc. (“Moody’s”) or Fitch Ratings Ltd. (“Fitch”) and/or any rating agency of equivalent international standing and, in each case, their respective successors or affiliates and “Rating Agencies” means both of them.

“Rating Decrease” means a decrease in the solicited Rating to a level below the Investment Grade Rating.

“Step Down Event” means, where the rate of interest has previously been subject to an Interest Rate Adjustment following a Step Up Event, the first public announcement by either a Rating Agency or

two Rating Agencies that it has, or they have, assigned a solicited Rating equal to or higher than the Investment Grade Rating such that two Rating Agencies have assigned a solicited Rating equal to or higher than the Investment Grade Rating.

“Step Up Event” means a No Rating Step Up Event or a Downgrade Step Up Event.

**(k) Benchmark Discontinuation**

**(i) *Independent Adviser***

If a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 5(k)(ii)) and, in either case, an Adjustment Spread and any Benchmark Amendments (in accordance with Condition 5(k)(iv)). In making such determination, the Independent Adviser appointed pursuant to this Condition 5(k) shall act in good faith and in a commercially reasonable manner as an expert. In the absence of bad faith or fraud, the Independent Adviser 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(k).

If (i) the Issuer is unable to appoint an Independent Adviser; or (ii) the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 5(k) prior to the date which is 10 business days prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Accrual Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Accrual Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest. Where a different Margin or Maximum 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 or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period shall be substituted in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Interest Accrual Period only and any subsequent Interest Accrual Periods are subject to the subsequent operation of, and to adjustment as provided in, the first paragraph of this Condition 5(k).

**(ii) *Successor Rate or Alternative Rate***

If the Independent Adviser determines that:

- (A) there is a Successor Rate, then such Successor Rate and the applicable Adjustment Spread shall 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(k)); or
- (B) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate and the applicable Adjustment Spread shall 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(k)).

**(iii) *Adjustment Spread***

The Adjustment Spread (or the formula or methodology for determining the Adjustment Spread) shall be applied to the Successor Rate or the Alternative Rate (as the case may be). If the Independent Adviser is unable to determine the quantum of, or a formula or methodology for determining, such Adjustment Spread, then the Successor Rate or Alternative Rate (as applicable) will apply without an Adjustment Spread.

**(iv) *Benchmark Amendments***

If any Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread is determined in accordance with this Condition 5(k) and the Independent Adviser determines (i) that amendments to these Conditions and/or the Agency Agreement are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and/or (in either case) the applicable Adjustment Spread (such amendments, the “Benchmark Amendments”) and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 5(k)(v), without any requirement for the consent or approval of Noteholders, vary these Conditions and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

Notwithstanding any other provision of this Condition 5(k)(iv), the Calculation Agent or any Paying Agent is not obliged to concur with the Issuer or the Independent Adviser in respect of any changes or amendments as contemplated under this Condition 5(k)(iv) to which, in the sole opinion of the Calculation Agent or the relevant Paying Agent, as the case may be, would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Calculation Agent or the relevant Paying Agent (as applicable) in the Agency Agreement and/or these Conditions.

In connection with any such variation in accordance with this Condition 5(k)(iv), 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.

**(v) *Notices, etc.***

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments determined under this Condition 5(k) will be notified at least 10 business days prior to the relevant Interest Determination Date by the Issuer to the Fiscal Agent, the Calculation Agent, the Paying Agents and, in accordance with Condition 14, the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Fiscal Agent of the same, the Issuer shall deliver to the Fiscal Agent, the Calculation Agent and the Paying Agents a certificate signed by two authorised signatories of the Issuer:

- (A) confirming (i) that a Benchmark Event has occurred, (ii) the Successor Rate or, as the case may be, the Alternative Rate, (iii) the applicable Adjustment Spread and (iv) the specific terms of the Benchmark Amendments (if any), in each case as determined in accordance with the provisions of this Condition 5(k); and
- (B) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread.

The Fiscal Agent shall display such certificate at its offices, for inspection by the Noteholders at all reasonable times during normal business hours. Each of the Fiscal Agent, the Calculation Agent and the Paying Agents shall be entitled to rely on such certificate (without liability to any person) as sufficient evidence thereof. The Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) and without prejudice to the Fiscal Agent's or the Calculation Agent's or the Paying Agents' ability to rely on such certificate as aforesaid) be binding on the Issuer, the Fiscal Agent, the Calculation Agent, the Paying Agents and the Noteholders.

**(vi) *Survival of Original Reference Rate***

Without prejudice to the obligations of the Issuer under Condition 5(k)(i), (ii), (iii) and (iv), the Original Reference Rate and the fallback provisions provided for in Condition 5(b)(iii)(B)(y) and (z) will continue to apply unless and until a Benchmark Event has occurred.

**(vii) *Definitions:***

As used in this Condition 5(k):

“Adjustment Spread” means either (a) a spread (which may be positive, negative or zero) or (b) a formula or methodology for calculating a spread, in each case to be applied to the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

- (y) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or (if no such recommendation has been made, or in the case of an Alternative Rate);
- (z) the Independent Adviser determines, is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or (if the Independent Adviser determines that no such spread is customarily applied)
- (aa) the Independent Adviser 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).

“Alternative Rate” means an alternative benchmark or screen rate which the Independent Adviser determines in accordance with Condition 5(k)(ii) is customarily applied in international debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) in the same Specified Currency as the Notes.

“Benchmark Amendments” has the meaning given to it in Condition 5(k)(iv).

“Benchmark Event” means:

- (1) the Original Reference Rate ceasing to be published for a period of at least 5 Business Days or ceasing to exist; or

- (2) a public statement by the administrator of the Original Reference Rate that it has ceased or that it will 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); or
- (3) a public statement by the supervisor of the administrator of the Original Reference Rate, that the Original Reference Rate has been or will be permanently or indefinitely discontinued; or
- (4) a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will be prohibited from being used either generally, or in respect of the Notes; or
- (5) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is or will be (or is or will be deemed by such supervisor to be) no longer representative of its relevant underlying market; or
- (6) it has become unlawful for any Paying Agent, the Calculation Agent or the Issuer to calculate any payments due to be made to any Noteholder using the Original Reference Rate;
- (7) provided that the Benchmark Event shall be deemed to occur (a) in the case of sub-paragraphs (2) and (3) above, on the date of the cessation of publication of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be, (b) in the case of sub paragraph (4) above, on the date of the prohibition of use of the Original Reference Rate and (c) in the case of sub-paragraph (5) above, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed by the relevant supervisor to no longer be) representative of its relevant underlying market and which is specified in the relevant public statement, and in each case, not the date of the relevant public statement.

The occurrence of a Benchmark Event shall be determined by the Issuer and promptly notified to the Fiscal Agent, the Calculation Agent and the Paying Agents. For the avoidance of doubt, neither the Fiscal Agent, the Calculation Agent nor the Paying Agents shall have any responsibility for making such determination.

“business day” means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the Calculation Agent.

“Independent Adviser” means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer under Condition 5(k)(i).

“Original Reference Rate” means the originally-specified benchmark or screen 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 benchmark or screen rate (as applicable):

- (i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (ii) 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 benchmark or screen rate

(as applicable) relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof.

“Successor Rate” means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

## **6 Redemption, Purchase and Options**

### **(a) Final Redemption**

Unless previously redeemed, purchased and cancelled as provided below, each Note shall be finally redeemed on the Maturity Date specified hereon at its Final Redemption Amount (which shall, other than in the case of a Zero Coupon Note, be its nominal amount and, in the case of a Zero Coupon Note, shall not be less than its nominal amount).

### **(b) Early Redemption**

#### *(i) Zero Coupon Notes*

- (A) The Early Redemption Amount payable in respect of any Zero Coupon Note, the Early Redemption Amount of which is not linked to an index and/or a formula, upon redemption of such Note pursuant to Condition 6(c) or upon it becoming due and payable as provided in Condition 10 shall be the Amortised Face Amount (calculated as provided below) of such Note unless otherwise specified hereon.
- (B) Subject to the provisions of sub-paragraph (C) below, the Amortised Face Amount of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown hereon, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually.
- (C) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 6(c) or upon it becoming due and payable as provided in Condition 10 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in sub-paragraph (B) above, except that such sub-paragraph shall have effect as though the date on which the Note becomes due and payable were the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph shall continue to be made (both before and after judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Condition 5(c).

Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction shown hereon.

#### *(ii) Other Notes*

The Early Redemption Amount payable in respect of any Note (other than Notes described in (i) above), upon redemption of such Note pursuant to Condition 6(c) or upon it becoming due

and payable as provided in Condition 10, shall be the Final Redemption Amount unless otherwise specified hereon.

**(c) Redemption for Taxation Reasons**

The Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Interest Payment Date (if this Note is a Floating Rate Note) or, at any time, (if this Note is not a Floating Rate Note), on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable), at their Early Redemption Amount (as described in Condition 6(b) above) (together with interest accrued to the date fixed for redemption), if (i) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 8 as a result of any change in, or amendment to, the laws or regulations of the Kingdom of Denmark or any political subdivision or any authority thereof or therein having power to tax, 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 (ii) 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. Before the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Fiscal Agent a certificate signed by two authorised signatories 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.

**(d) Redemption at the Option of the Issuer**

- (i) If Call Option is specified hereon, the Issuer may, on giving not less than 15 nor more than 30 days' irrevocable notice to the Noteholders (or such other notice period as may be specified hereon) redeem, all or, if so provided, some, of the Notes on any Optional Redemption Date. Any such redemption of Notes shall be at their Optional Redemption Amount together with interest accrued to but excluding the date fixed for redemption. Any such redemption or exercise must relate to Notes of a nominal amount at least equal to the Minimum Redemption Amount to be redeemed specified hereon and no greater than the Maximum Redemption Amount to be redeemed specified hereon.
- (ii) If Make Whole Call Option is specified hereon, the Issuer may, on giving not less than 15 nor more than 30 days' irrevocable notice (or such other notice period as may be specified hereon) to the Noteholders (which notice shall be irrevocable and shall specify the date fixed for redemption (the "Make Whole Optional Redemption Date")), redeem all, but not some only, of the Notes at the Make Whole Redemption Price together with interest accrued to but excluding the Make Whole Optional Redemption Date.

In this Condition:

"Determination Agent" means a financial adviser or bank which is independent of the Issuer appointed by the Issuer for the purpose of determining the Make Whole Redemption Price;

"Make Whole Redemption Price" means, in respect of each Note, (a) the nominal amount of such Note or, if this is higher, (b) the sum of the then present values of the remaining scheduled payments of principal and interest discounted to the Make Whole Optional Redemption Date on an annual basis (based on the Day Count Fraction specified hereon) at the Reference Dealer Rate (as defined below) plus any applicable Margin specified hereon, in each case as determined by the Issuer;



“Reference Dealers” means those Reference Dealers specified hereon; and

“Reference Dealer Rate” means with respect to the Reference Dealers and the Make Whole Optional Redemption Date, the average of the five quotations of the mid-market annual yield to maturity of the Reference Stock specified hereon or, if the Reference Stock is no longer outstanding, a similar security in the reasonable judgement of the Reference Dealers, at the Determination Time specified hereon on the Determination Date specified hereon quoted in writing to the Determination Agent by the Reference Dealers.

- (iii) The Issuer may, on giving not less than 15 nor more than 30 days’ irrevocable notice to the Noteholders redeem, all or, if so provided, some, of the Notes at any time if, prior to the date the relevant notice is given, 85 per cent. or more of the nominal amount of the Notes originally issued have been purchased or redeemed by the Issuer or any of its subsidiaries and cancelled prior to the date the relevant notice is given. Any such redemption of Notes shall be at their Final Redemption Amount together with interest accrued to but excluding the date fixed for redemption.

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition.

In the case of a partial redemption the notice to Noteholders shall also contain the certificate numbers of the Bearer Notes, or in the case of Registered Notes shall specify the nominal amount of Registered Notes drawn and the holder(s) of such Registered Notes, to be redeemed, which shall have been drawn in such place and in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws and stock exchange or other relevant authority requirements.

**(e) Redemption at the Option of Noteholders**

If Put Option is specified hereon, the Issuer shall, at the option of the holder of any such Note, upon the holder of such Note giving not less than 15 nor more than 30 days’ notice to the Issuer (or such other notice period as may be specified hereon) redeem such Note on the Optional Redemption Date(s) at its Optional Redemption Amount together with interest accrued to but excluding the date fixed for redemption.

To exercise such option the holder must deposit (in the case of Bearer Notes) such Note (together with all Coupons and unexchanged Talons) with any Paying Agent or (in the case of Registered Notes) the Certificate representing such Note(s) with the Registrar or any Transfer Agent at its specified office, together with a duly completed option exercise notice (“Exercise Notice”) in the form obtainable from any Paying Agent, the Registrar or any Transfer Agent (as applicable) within the notice period. No Note or Certificate so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

**(f) Redemption following Change of Control**

If Change of Control Put Event is specified hereon and if, at any time while any Note remains outstanding, a Change of Control Put Event (as defined below) occurs, then the holder of each Note will have the option (the “Change of Control Put Option”) (unless, prior to the giving of the Put Event Notice (as defined below), the Issuer has given notice of its intention to redeem the Notes under Condition 6(c), 6(d) or 6(g)) to require the Issuer to redeem or, at the Issuer's option, to purchase (or procure the purchase of) that Note on the Optional Redemption Date, at the Change of Control

Redemption Amount specified hereon together with (or, where purchased, together with an amount equal to) accrued interest to but excluding the Optional Redemption Date.

A “Change of Control Put Event” will be deemed to occur if:

- (i) a Change of Control occurs and, if at the start of the Change of Control Period the Notes or the Issuer have a solicited rating from any Rating Agency, a Rating Downgrade in respect of that Change of Control occurs and continues within such Change of Control Period; or
- (ii) a Change of Control occurs and, on the occurrence of the Change of Control, none of the Notes or the Issuer have a solicited rating from any Rating Agency and the Notes or the Issuer are not assigned an Investment Grade Rating by a Rating Agency within the Change of Control Period,

A “Change of Control” shall be deemed to have occurred at each time (whether or not approved by the Board of Directors of the Issuer) that any person or persons acting in concert or any person or persons acting on behalf of any such person(s) (other than Carlsberg Fondet (a foundation under the laws of Denmark, with CVR no. 60223513 and address at H.C. Andersens Boulevard 35, 1553 Copenhagen V, Denmark)) (the “Relevant Person(s)”) at any time directly or indirectly come(s) to beneficially own or acquire(s) or reach(es) final unconditional agreement conferring a right, or imposing an obligation, to acquire such number of the shares in the capital of the Issuer carrying more than 50 per cent. of the voting rights normally exercisable at a general meeting of the Issuer, provided that a Change of Control shall be deemed not to have occurred if all or substantially all of the shareholders of the Relevant Person(s) are, or immediately prior to the event which would otherwise have constituted a Change of Control were, the direct or indirect shareholders of the Issuer with the same (or substantially the same) pro rata interest in the share capital of the Relevant Person(s) as such shareholders have, or as the case may be, had in the share capital of the Issuer.

“Change of Control Period” means the period (i) commencing on the date that is the earlier of (A) the date of the first public announcement of the relevant Change of Control and (B) the date of the earliest Potential Change of Control Announcement (as defined below) provided that this results in a Change of Control within 180 days, if any, and (ii) ending on the date which is 90 days after the date on which the relevant Change of Control occurs (such 90th day, the “Initial Longstop Date”); provided that, unless any other Rating Agency has on or prior to the Initial Longstop Date effected a Rating Downgrade in respect of a solicited rating of the Notes or the Issuer, if a Rating Agency publicly announces, at any time prior to the Initial Longstop Date, that it has placed its solicited rating of the Notes or the Issuer under consideration for negative rating review as a result of the relevant public announcement of the Change of Control or Potential Change of Control Announcement, the Change of Control Period shall be extended to the date which falls 60 days after the Initial Longstop Date.

A “Rating Downgrade” shall be deemed to have occurred in respect of a Change of Control if, within the Change of Control Period, (i) a solicited rating previously assigned to the Notes or the Issuer by any Rating Agency is withdrawn and not reinstated to an Investment Grade Rating by such Rating Agency or (ii) a solicited rating previously assigned to the Notes or the Issuer by any Rating Agency is changed from an Investment Grade Rating to a non-investment grade rating (Ba1, or its equivalent for the time being, or worse) and is not raised again to an Investment Grade Rating or (iii) if a solicited rating previously assigned to the Notes or the Issuer by any Rating Agency was below an Investment Grade Rating (as described above), the rating is lowered by at least one full rating notch (for example, from Ba1 to Ba2 or their respective equivalents) and is not raised again to its earlier credit rating or better by such Rating Agency or (iv) a Negative Rating Event occurs; provided that a Rating Downgrade otherwise arising by virtue of a particular change in a solicited rating shall be deemed not to have occurred in respect of a particular Change of Control if the relevant Rating Agency does not

confirm in writing to the Issuer or publicly announce or publicly confirm that the Rating Downgrade was the result, in whole or in part, of any event or circumstance comprised in or arising as a result of, or in respect of, the applicable Change of Control or Potential Change of Control Announcement.

“Negative Rating Event” shall be deemed to have occurred if at such time there is no solicited rating assigned to the Notes or the Issuer by a Rating Agency and either (i) the Issuer does not, either prior to, or not later than 21 days after, the occurrence of the Change of Control seek, and thereafter throughout the Change of Control Period use all reasonable endeavours to obtain, a rating of the Notes or any other unsecured and unsubordinated debt of the Issuer or (ii) the Issuer does so seek and use such endeavours, it is unable to obtain such a rating of at least investment grade by the end of the Change of Control Period.

“Potential Change of Control Announcement” means any public announcement or statement by the Issuer, any actual or potential bidder or any designated advisor thereto relating to any specific and near-term potential Change of Control (whereby “near-term” shall mean that such potential Change of Control is reasonably likely to occur, or is publicly stated by the Issuer, any such actual or potential bidder or any such designated advisor to be intended to occur, within three months of the date of such announcement or statement).

Promptly upon the Issuer becoming aware that a Change of Control Put Event has occurred, the Issuer shall give notice (a “Put Event Notice”) to the Noteholders in accordance with Condition 14 specifying the nature of the Change of Control Put Event and the circumstances giving rise to it and the procedure for exercising the Change of Control Put Option contained in this Condition.

To exercise the Change of Control Put Option, the holder must follow the procedure set out in Condition 6(e).

**(g) Redemption at the option of the Issuer (Issuer Maturity Par Call)**

If Issuer Maturity Par Call is specified hereon, the Issuer may, on giving not less than 15 nor more than 30 days’ irrevocable notice to the Noteholders (or such other notice period as may be specified hereon), redeem the Notes in whole, but not in part, at any time during the period commencing on (and including) the Issuer Maturity Par Call Commencement Date specified hereon to (but excluding) the Maturity Date, at the Final Redemption Amount specified hereon together with interest accrued (if any) to (but excluding) the date fixed for redemption.

**(h) Purchases**

The Issuer and any of its subsidiaries may at any time purchase Notes (provided that all unmatured Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price.

**(i) Cancellation**

All Notes purchased by or on behalf of the Issuer or any of its subsidiaries may be surrendered for cancellation, in the case of Bearer Notes, by surrendering each such Note together with Coupons and all unexchanged Talons to the Fiscal Agent and, in the case of Registered Notes, by surrendering the Certificate representing such Notes to the Registrar and, in each case, if so surrendered, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with all Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

## 7 Payments and Talons

### (a) Bearer Notes

Payments of principal and interest in respect of Bearer Notes shall, subject as mentioned below, be made against presentation and surrender of the Notes (in the case of payments of principal and, in the case of interest, as specified in Condition 7(f)(v)) or Coupons (in the case of interest, save as specified in Condition 7(f)(v)), as the case may be:

- (A) in the case of a currency other than Renminbi, at the specified office of any Paying Agent outside the United States by a cheque payable in the relevant currency drawn on, or, at the option of the holder, by transfer to an account denominated in such currency with, a Bank; and
- (B) in the case of Renminbi, by transfer to a Renminbi account maintained by or on behalf of the Noteholder with a bank in Hong Kong.

In this paragraph, “Bank” means a bank in the principal financial centre for such currency or, in the case of euro, in a city in which banks have access to the T2.

### (b) Registered Notes

- (i) Payments of principal in respect of Registered Notes shall be made against presentation and surrender of the relevant Certificates at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in paragraph (ii) below.
- (ii) Interest on Registered Notes shall be paid to the person shown on the Register at the close of business (i) on the fifteenth day before the due date for payment thereof or (ii) in the case of Renminbi, on the fifth day before the due date for payment thereof (the “Record Date”). Payments of interest on each Registered Note shall be made:

- (A) in the case of a currency other than Renminbi, in the relevant currency by cheque drawn on a Bank and mailed to the holder (or to the first-named of joint holders) of such Note at its address appearing in the Register. Upon application by the holder to the specified office of the Registrar or any Transfer Agent before the Record Date, such payment of interest may be made by transfer to an account in the relevant currency maintained by the payee with a Bank; and
- (B) in the case of Renminbi, by transfer to the registered account of the Noteholder. In this Condition 7(b), “registered account” means the Renminbi account maintained by or on behalf of the Noteholder with a bank in Hong Kong, details of which appear on the Register at the close of business on the fifth Business Day before the due date for payment.

### (c) Payments in the United States

Notwithstanding the foregoing, if any Bearer Notes are denominated in U.S. dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.

**(d) Payments Subject to Laws**

All payments are subject in all cases to (i) any applicable fiscal or other laws, regulations and directives in the place of payment, but without prejudice to the provisions of Condition 8 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 (without prejudice to the provisions of Condition 8) any law implementing an intergovernmental approach thereto. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

**(e) Appointment of Agents**

The Fiscal Agent, the Paying Agents, the Registrar, the Transfer Agents and the Calculation Agent initially appointed by the Issuer and their respective specified offices are listed below. The Fiscal Agent, the Paying Agents, the Registrar, Transfer Agents and the Calculation Agent(s) act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any Noteholder or Couponholder. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, any other Paying Agent, the Registrar, any Transfer Agent or the Calculation Agent(s) and to appoint additional or other Paying Agents or Transfer Agents, provided that the Issuer shall at all times maintain (i) a Fiscal Agent, (ii) a Registrar in relation to Registered Notes, (iii) a Transfer Agent in relation to Registered Notes, (iv) one or more Calculation Agent(s) where the Conditions so require, (v) such other agents as may be required by any other stock exchange on which the Notes may be listed.

In addition, the Issuer shall forthwith appoint a Paying Agent in New York City in respect of any Bearer Notes denominated in U.S. dollars in the circumstances described in paragraph (c) above.

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders.

**(f) Unmatured Coupons and unexchanged Talons**

- (i) Upon the due date for redemption of Bearer Notes which comprise Fixed Rate Notes (other than Dual Currency Notes), such Notes should be surrendered for payment together with all unmatured Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmatured Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount, or Change of Control Redemption Amount as the case may be, due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of 10 years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 9).
- (ii) Upon the due date for redemption of any Bearer Note which is a Floating Rate Note or Dual Currency Note, unmatured Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.
- (iii) Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.

- (iv) Where any Bearer Note that provides that the relative unmatured Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unmatured Coupons, and where any Bearer Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.
- (v) If the due date for redemption of any Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Note or Certificate representing it, as the case may be. Interest accrued on a Note that only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Note or Certificate representing it, as the case may be.

**(g) Talons**

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Note, a Talon forming part of such Coupon sheet (where applicable to the relevant Series of Notes) may be surrendered at the specified office of the Fiscal Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 9).

**(h) Non-Business Days**

If any date for payment in respect of any Note or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this paragraph, “business day” means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the relevant place of presentation, in such jurisdictions as shall be specified as “Financial Centres” hereon and:

- (i) (in the case of a payment in a currency other than euro or Renminbi) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency; or
- (ii) (in the case of a payment in euro) which is a TARGET Business Day; or
- (iii) (in the case of a payment in Renminbi) on which banks and foreign exchange markets are open for business and settlement of Renminbi payments in Hong Kong.

**8 Taxation**

All payments of principal and interest by or on behalf of the Issuer in respect of the Notes and the Coupons shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within the Kingdom of Denmark or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts as shall result in receipt by the Noteholders and the Couponholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable with respect to any Note or Coupon:

- (a) **Other connection:** to, or to a third party on behalf of, a holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of his having some connection with the Kingdom of Denmark other than the mere holding of the Note or Coupon; or
- (b) **Presentation more than 30 days after the Relevant Date:** presented (or in respect of which the Certificate representing it is presented) for payment more than 30 days after the Relevant Date except to the extent that the holder of it would have been entitled to such additional amounts on presenting it for payment on the thirtieth such day.

As used in these Conditions, “Relevant Date” in respect of any Note or Coupon means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note (or relative Certificate) or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation. References in these Conditions to (i) “principal” shall be deemed to include any premium payable in respect of the Notes, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts, Change of Control Redemption Amounts, Amortised Face Amounts and all other amounts in the nature of principal payable pursuant to Condition 6 or any amendment or supplement to it, (ii) “interest” shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 5 or any amendment or supplement to it and (iii) “principal” and/or “interest” shall be deemed to include any additional amounts that may be payable under this Condition.

## 9 Prescription

Claims against the Issuer for payment in respect of the Notes and Coupons (which for this purpose shall not include Talons) shall be prescribed and become void unless made within 10 years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date in respect of them.

## 10 Events of Default

If any of the following events (“Events of Default”) occurs, the holder of any Note may give written notice to the Fiscal Agent at its specified office that such Note is immediately repayable, whereupon the Early Redemption Amount of such Note together (if applicable) with accrued interest to the date of payment shall become immediately due and payable:

- (a) **Non-payment:** the Issuer fails, for a period of fourteen days or more (in the case of interest) or seven days or more (in the case of principal), to pay interest or principal due in respect of any of the Notes; or
- (b) **Cross Default:**
  - (i) any other present or future indebtedness for borrowed money (other than indebtedness owed to another member of the Group) of the Issuer or any of its Principal Subsidiaries becomes or is declared due and payable prior to its stated maturity by reason of any actual or potential default, event of default or the like (howsoever described), or
  - (ii) any such indebtedness is not paid when due or, as the case may be within any originally applicable grace period, or
  - (iii) the Issuer or any of its Principal Subsidiaries fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any monies borrowed or

raised (other than a failure to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised by one member of the Group from another member of the Group),

provided that the aggregate amount of the relevant indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned above in this paragraph (b) have occurred equals or exceeds Euro 100,000,000 or its equivalent (on the basis of the middle spot rate for the relevant currency against the Euro as quoted by any leading bank on the day on which this paragraph operates); or

- (c) **Enforcement Proceedings:** a distress or execution or other similar legal process is levied or enforced or petitioned for and taken out upon or against any substantial part of the property, assets or revenues of the Issuer or any Principal Subsidiary and is not discharged or stayed within 60 days of having been so levied, enforced or sued out (other than any distress or execution or other similar legal process which is so levied, enforced or sued out by one member of the Group against another member of the Group); or
- (d) **Insolvency:** the Issuer or any Principal Subsidiary becomes, is adjudicated or found to be, unable to pay its debts as they mature, or applies for, or consents to, or suffers the appointment of, a liquidator or receiver of the whole or any substantial part of its undertaking, property, assets or revenues or takes any proceeding under any law for a readjustment or deferment of its obligations or any substantial part thereof or stops or threatens to stop payment or is wound up or dissolved on grounds of insolvency or makes or enters into a general assignment or an arrangement or composition with or for the benefit of its creditors; or
- (e) **Winding-up:** an order is made or an effective resolution is passed for winding up the Issuer or any Principal Subsidiary or the Issuer or any Principal Subsidiary ceases or threatens to cease to carry on all or substantially all of its business, in each case except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, solvent liquidation, merger or consolidation (i) on terms approved by an Extraordinary Resolution of the Noteholders or (ii) in the case of a Principal Subsidiary, whereby the undertaking and assets of the Principal Subsidiary are transferred to or otherwise vested in the Issuer or another of its Principal Subsidiaries or (iii) in the case of a Permitted Merger or (iv) in the circumstances referred to in Condition 11(c) or (v) in the case of a Principal Subsidiary, pursuant to a voluntary solvent winding-up where surplus assets are available for distribution; or
- (f) **Breach of other obligations:** default is made by the Issuer in the performance or observance of any obligation, Condition or provision binding on it under the Notes (other than any obligation for the payment of any principal moneys or interest in respect of the Notes) and, if capable of remedy, such default shall continue for 30 days after written notice thereof requiring the same to be remedied has been given to the Fiscal Agent at its specified office by any Noteholder; or
- (g) **Analogous Events:** any event occurs which under the laws of the Kingdom of Denmark or any other applicable jurisdiction has an effect similar to any of the events referred to in paragraphs (c), (d) or (e) above.

For the purposes of these Conditions:

“Group” means the Issuer and its Subsidiaries, provided however, that the Excluded Subsidiaries shall not be part of the Group.

“Permitted Merger” means a reconstruction, amalgamation, merger or consolidation with or transfer of assets and/or activities to Carlsberg A/S whereby Carlsberg A/S expressly and effectively by law, or by operation of



law, assumes all of the obligations of the Issuer under the Notes, the Coupons and the Talons provided that (i) all action, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to ensure that the Notes, Coupons, Talons and Deed of Covenant represent valid, legally binding and enforceable obligations of Carlsberg A/S are taken, fulfilled and done and are in full force and effect, (ii) legal opinions addressed to the Noteholders shall have been delivered to them (care of the Fiscal Agent) from a lawyer or firm of lawyers with a leading securities practice in Denmark and in England as to the fulfilment of the preceding condition of this paragraph and (iii) any solicited credit rating assigned to the Notes will remain the same or be improved when Carlsberg A/S assumes the obligations of the Issuer in respect of the Notes or, in the event that there is no solicited rating in respect of the Notes but there is a solicited rating in respect of the senior unsecured long term debt of the Issuer, the rating of the senior long term debt of Carlsberg A/S will be equal to or higher than the rating of the senior long term debt of the Issuer when Carlsberg A/S assumes the obligations of the Issuer under the Notes and, in each case, this has been confirmed in writing by each rating agency which has assigned a solicited rating to the Notes or, as the case may be, the senior long term debt of the Issuer.

“Principal Subsidiary” at any time means a Subsidiary;

- (1) whose total consolidated assets or consolidated turnover attributable to the Issuer represents not less than 10 per cent. of the consolidated total assets or, as the case may be, consolidated turnover of the Issuer and its consolidated subsidiaries taken as a whole, all as calculated by reference to the then latest consolidated audited accounts of the Issuer and its consolidated subsidiaries; or
- (2) to which is transferred the whole or substantially the whole of the assets and undertakings of a Subsidiary which immediately prior to such transfer is a Principal Subsidiary (provided that the transferee shall cease to be a Principal Subsidiary upon the next audited accounts of the Issuer and its Subsidiaries becoming available if those accounts show that it is not a Principal Subsidiary within the terms of paragraph (1) above).

A certificate of two authorised signatories of the Issuer that in their opinion a Subsidiary is or is not or was or was not during a particular period a Principal Subsidiary shall, in the absence of manifest error, be conclusive and binding on the Issuer and the Noteholders; and

“Subsidiary” means any entity (whether or not now existing) more than 50 per cent. of whose issued equity capital (or equivalent) or voting rights in relation thereto is then held or beneficially owned or controlled, or the composition of whose board of directors is then controlled, directly or indirectly, by the Issuer and/or any one or more of its Subsidiaries, provided however that the Excluded Subsidiaries shall not be considered a Subsidiary or a Principal Subsidiary.

“Excluded Subsidiaries” means: (i) Baltika Brewery LLC (Russia) and its Subsidiaries, (ii) Hoppy Union LLC (Russia) and its Subsidiaries, (iii) OJSC Brewery Alivaria (Belarus) and its subsidiaries and (iv) PJSC Carlsberg Ukraine and its Subsidiaries.

## **11 Meeting of Noteholders, Modifications and Substitution**

### **(a) Meetings of Noteholders**

The Agency Agreement contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in the Agency Agreement) of a modification of any of these Conditions. Such a meeting may be convened by Noteholders holding not less than 10 per cent. in nominal amount of the Notes for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution shall be two or more persons holding or representing a clear majority in nominal amount of

the Notes for the time being outstanding, or at any adjourned meeting two or more persons being or representing Noteholders whatever the nominal amount of the Notes held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*, (i) to amend the dates of maturity or redemption of the Notes or any date for payment of interest or Interest Amounts on the Notes, (ii) to reduce or cancel the nominal amount of, or any premium payable on redemption of, the Notes, (iii) to reduce the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Notes, (iv) if a Minimum and/or a Maximum Rate of Interest or Redemption Amount is shown hereon, to reduce any such Minimum and/or Maximum, (v) to vary any method of, or basis for, calculating the Final Redemption Amount, the Early Redemption Amount or the Optional Redemption Amount, or the Change of Control Redemption Amounts including the method of calculating the Amortised Face Amount, (vi) to vary the currency or currencies of payment or denomination of the Notes, or (vii) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass the Extraordinary Resolution, in which case the necessary quorum shall be two or more persons holding or representing not less than 75 per cent. or at any adjourned meeting not less than 25 per cent. in nominal amount of the Notes for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Noteholders (whether or not they were present at the meeting at which such resolution was passed) and on all Couponholders.

The Agency Agreement provides that a resolution in writing signed by or on behalf of two or more persons holding or representing not less than 75 per cent. in nominal amount of the Notes outstanding shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

These Conditions may be amended, modified or varied in relation to any Series of Notes by the terms of the relevant Final Terms in relation to such Series.

**(b) Modification of Agency Agreement**

Without prejudice to Condition 5(k), the Issuer shall only permit any modification of, or any waiver or authorisation of any breach or proposed breach of or any failure to comply with, the Agency Agreement, if to do so could not reasonably be expected to be prejudicial to the interests of the Noteholders.

**(c) Substitution**

The Issuer may, without the consent of the Noteholders or the Couponholders, substitute Carlsberg A/S for itself as principal debtor under the Notes, the Coupons and the Talons (the "Substitute"). The substitution shall be made by a deed poll (the "Deed Poll"), to be substantially in the form scheduled to the Agency Agreement as Schedule 9, and may take place only if (i) the Substitute shall, by means of the Deed Poll, agree to indemnify each Noteholder and Couponholder, on an after tax basis, against any tax, duty, assessment or governmental charge that is imposed on it by (or by any authority in or of) the jurisdiction of the country of residence of the Substitute for tax purposes and, if different, of its incorporation with respect to any Note, Coupon, Talon or the Deed of Covenant and that would not have been so imposed had the substitution not been made, as well as against any tax, duty, assessment or governmental charge, and any cost or expense, relating to the substitution, (ii) all action, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to ensure that the Deed Poll, the Notes, Coupons, Talons and Deed of Covenant represent valid, legally binding and enforceable obligations of the Substitute have been taken, fulfilled and done and are in full force and effect, (iii) the Substitute shall have become party to the Agency Agreement, with any

appropriate consequential amendments, as if it had been an original party to it, (iv) legal opinions addressed to the Noteholders shall have been delivered to them (care of the Fiscal Agent) from a lawyer or firm of lawyers with a leading securities practice in Denmark and in England as to the fulfilment of the preceding conditions of this paragraph (c) and the other matters specified in the Deed Poll, (v) any solicited credit rating assigned to the Notes will remain the same or be improved when the Substitute replaces and substitutes the Issuer in respect of the Notes or, in the event that there is no solicited rating in respect of the Notes but there is a solicited rating in respect of the senior unsecured long term debt of the Issuer, such rating will remain the same or be improved when the Substitute replaces and substitutes the Issuer in respect of the Notes and, in each case, this has been confirmed in writing by each rating agency which has assigned a solicited rating to the Notes or, as the case may be, the senior long term debt of the Issuer and (vi) the Issuer shall have given at least 14 days' prior notice of such substitution to the Noteholders, stating that copies, or pending execution the agreed text, of all documents in relation to the substitution that are referred to above, or that might otherwise reasonably be regarded as material to Noteholders, shall be available for inspection at the specified office of each of the Paying Agents. References in Condition 10 to obligations under the Notes shall be deemed to include obligations under the Deed Poll.

## **12 Replacement of Notes, Certificates, Coupons and Talons**

If a Note, Certificate, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange or other relevant authority regulations, at the specified office of the Fiscal Agent (in the case of Bearer Notes, Coupons or Talons) and of the Registrar (in the case of Certificates) or such other Paying Agent or Transfer Agent, as the case may be, as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Note, Certificate, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Notes, Certificates, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Notes, Certificates, Coupons or Talons must be surrendered before replacements will be issued.

## **13 Further Issues**

The Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further notes having the same terms and conditions as the Notes (so that, for the avoidance of doubt, references in these Conditions to "Issue Date" shall be to the first issue date of the Notes) and so that the same shall be consolidated and form a single series with such Notes, and references in these Conditions to "Notes" shall be construed accordingly.

## **14 Notices**

Notices to the holders of Registered Notes shall be mailed to them at their respective addresses in the Register and deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing. Notices to the holders of Bearer Notes shall be valid if published in a daily newspaper of general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*) or, so long as the Notes are listed on the official list of the Luxembourg Stock Exchange, published on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com)). If any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe. Any such

notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Bearer Notes in accordance with this Condition.

## **15 Currency Indemnity**

Any amount received or recovered in a currency other than the currency in which payment under the relevant Note or Coupon is due (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the insolvency, winding-up or dissolution of the Issuer or otherwise) by any Noteholder or Couponholder in respect of any sum expressed to be due to it from the Issuer shall only constitute a discharge to the Issuer to the extent of the amount in the currency of payment under the relevant Note or Coupon that the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If the amount received or recovered is less than the amount expressed to be due to the recipient under any Note or Coupon, the Issuer shall indemnify it against any loss sustained by it as a result. In any event, the Issuer shall indemnify the recipient against the cost of making any such purchase. These indemnities constitute a separate and independent obligation from the Issuer's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Noteholder or Couponholder and shall continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any Note or Coupon or any other judgment or order.

## **16 Contracts (Rights of Third Parties) Act 1999**

No person shall have any right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 1999.

## **17 Governing Law and Jurisdiction**

### **(a) Governing Law**

The Notes, the Coupons and the Talons and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, English law.

### **(b) Jurisdiction**

The Courts of England are to have jurisdiction to settle any disputes that may arise out of or in connection with any Notes, Coupons or Talons and accordingly any legal action or proceedings arising out of or in connection with any Notes, Coupons or Talons ("Proceedings") may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of the courts of England and waives any objection to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is made for the benefit of each of the holders of the Notes, Coupons and Talons and shall not affect the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

**(c) Service of Process**

The Issuer irrevocably appoints Carlsberg UK Holdings Limited, Marston's House, Brewery Road, Wolverhampton, England, WV1 4JT as its agent in England to receive, for it and on its behalf, service of process in any Proceedings in England. Such service shall be deemed completed on delivery to such process agent (whether or not, it is forwarded to and received by the Issuer). If for any reason such process agent ceases to be able to act as such or no longer has an address in London, the Issuer irrevocably agrees to appoint a substitute process agent and shall immediately notify Noteholders of such appointment in accordance with Condition 14. Nothing shall affect the right to serve process in any manner permitted by law.

## **OVERVIEW OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM**

### **1 Initial Issue of Notes**

If the Global Notes or Global Certificates are stated in the applicable Final Terms to be issued in NGN form or to be held under the NSS (as the case may be), the Global Notes or the Global Certificates will be delivered on or prior to the original issue date of the Tranche to a Common Safekeeper. Depositing the Global Notes or the Global Certificates with the Common Safekeeper 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 satisfaction of the Eurosystem eligibility criteria.

Global Notes which are issued in CGN form and Global Certificates which are not held under the NSS may be delivered on or prior to the original issue date of the Tranche to a Common Depository.

If the Global Note is a CGN, upon the initial deposit of a Global Note with a common depository for Euroclear and Clearstream, Luxembourg (the “Common Depository”) or registration of Registered Notes in the name of any nominee for Euroclear and Clearstream, Luxembourg and delivery of the relative Global Certificate to the Common Depository, Euroclear or Clearstream, Luxembourg will credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid. If the Global Note is a NGN, the nominal amount of the Notes shall be the aggregate amount from time to time entered in the records of Euroclear or Clearstream, Luxembourg. The records of such clearing system shall be conclusive evidence of the nominal amount of Notes represented by the Global Note and a statement issued by such clearing system at any time shall be conclusive evidence of the records of the relevant clearing system at that time.

Notes that are initially deposited with the Common Depository may also be credited to the accounts of subscribers with (if indicated in the relevant Final Terms) other clearing systems through direct or indirect accounts with Euroclear and Clearstream, Luxembourg held by such other clearing systems. Conversely, Notes that are initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream, Luxembourg or other clearing systems.

### **2 Relationship of Accountholders with Clearing Systems**

Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg or any other permitted clearing system (“Alternative Clearing System”) as the holder of a Note represented by a Global Note or a Global Certificate must look solely to Euroclear, Clearstream, Luxembourg or any such Alternative Clearing System (as the case may be) for his share of each payment made by the Issuer to the bearer of such Global Note or the holder of the underlying Registered Notes, as the case may be, and in relation to all other rights arising under the Global Notes or Global Certificates, subject to and in accordance with the respective rules and procedures of Euroclear, Clearstream, Luxembourg, or such Alternative Clearing System (as the case may be). Such persons shall have no claim directly against the Issuer in respect of payments due on the Notes for so long as the Notes are represented by such Global Note or Global Certificate and such obligations of the Issuer will be discharged by payment to the bearer of such Global Note or the holder of the underlying Registered Notes, as the case may be, in respect of each amount so paid.

### **3 Exchange**

#### **3.1 Temporary Global Notes**

Each temporary Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date:

- (i) if the relevant Final Terms indicates that such Global Note is issued in compliance with TEFRA C or in a transaction to which TEFRA is not applicable (as to which, see “General Description of the Programme — Selling Restrictions”), in whole, but not in part, for the Definitive Notes defined and described below; and
- (ii) otherwise, in whole or in part upon certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement for interests in a permanent Global Note or, if so provided in the relevant Final Terms, for Definitive Notes.

Each temporary Global Note that is also an Exchangeable Bearer Note will be exchangeable for Registered Notes in accordance with the Conditions in addition to any permanent Global Note or Definitive Notes for which it may be exchangeable and, before its Exchange Date, will also be exchangeable in whole or in part for Registered Notes only.

#### **3.2 Permanent Global Notes**

Each permanent Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date in whole but not, except as provided under paragraph 3.4 below, in part for Definitive Notes or, in the case of paragraph 3.4 below, Registered Notes:

- (i) if the permanent Global Note is an Exchangeable Bearer Note, by the holder giving notice to the Fiscal Agent of its election to exchange the whole or a part of such Global Note for Registered Notes and
- (ii) (a) if the permanent Global Note is held on behalf of Euroclear or Clearstream, Luxembourg or an Alternative Clearing System and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or in fact does so; or (b) if principal in respect of any Notes is not paid when due, by the holder giving notice to the Fiscal Agent of its election for such exchange.

In the event that a Global Note is exchanged for Definitive Notes, such Definitive Notes shall be issued in Specified Denomination(s) only. A Noteholder who holds a principal amount of less than the minimum Specified Denomination will not receive a definitive Note in respect of such holding and would need to purchase a principal amount of Notes such that it holds an amount equal to one or more Specified Denominations.

#### **3.3 Permanent Global Certificates**

If the Final Terms state that the Notes are to be represented by a permanent Global Certificate on issue, the following will apply in respect of transfers of Notes held in Euroclear or Clearstream, Luxembourg or an Alternative Clearing System. These provisions will not prevent the trading of interests in the Notes within a clearing system whilst they are held on behalf of such clearing system, but will limit the circumstances in which the Notes may be withdrawn from the relevant clearing system.

Transfers of the holding of Notes represented by any Global Certificate pursuant to Condition 2(b) may only be made in part:

- (i) if the relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so; or
- (ii) if principal in respect of any Notes is not paid when due; or
- (iii) with the consent of the Issuer,

provided that, in the case of the first transfer of part of a holding pursuant to paragraph 3.3(i) or 3.3(ii) above, the Registered Holder has given the Registrar not less than 30 days' notice at its specified office of the Registered Holder's intention to effect such transfer.

### **3.4 Partial Exchange of Permanent Global Notes**

For so long as a permanent Global Note is held on behalf of a clearing system and the rules of that clearing system permit, such permanent Global Note will be exchangeable in part on one or more occasions (i) for Registered Notes if the permanent Global Note is an Exchangeable Bearer Note and the part submitted for exchange is to be exchanged for Registered Notes, or (ii) for Definitive Notes (a) if principal in respect of any Notes is not paid when due.

### **3.5 Delivery of Notes**

If the Global Note is a CGN, on or after any due date for exchange, the holder of a Global Note may surrender such Global Note or, in the case of a partial exchange, present it for endorsement to or to the order of the Fiscal Agent. In exchange for any Global Note, or the part thereof to be exchanged, the Issuer will (i) in the case of a temporary Global Note exchangeable for a permanent Global Note, deliver, or procure the delivery of, a permanent Global Note in an aggregate nominal amount equal to that of the whole or that part of a temporary Global Note that is being exchanged or, in the case of a subsequent exchange, endorse, or procure the endorsement of, a permanent Global Note to reflect such exchange or (ii) in the case of a Global Note exchangeable for Definitive Notes or Registered Notes, deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Notes and/or Certificates, as the case may be or if the Global Note is a NGN, the Issuer will procure that details of such exchange be entered pro rata in the records of the relevant clearing system. In this Base Prospectus, "Definitive Notes" means, in relation to any Global Note, the definitive Bearer Notes for which such Global Note may be exchanged (if appropriate, having attached to them all Coupons in respect of interest that have not already been paid on the Global Note and a Talon). Definitive Notes will be security printed and Certificates will be printed in accordance with any applicable legal and stock exchange requirements in or substantially in the form set out in the Schedules to the Agency Agreement. On exchange in full of each permanent Global Note, the Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with the relevant Definitive Notes.

### **3.6 Exchange Date**

"Exchange Date" means, in relation to a temporary Global Note, the day falling after the expiry of 40 days after its issue date and, in relation to a permanent Global Note, a day falling not less than 60 days, or in the case of an exchange for Registered Notes five days, or in the case of failure to pay principal in respect of any Notes when due 30 days, after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Fiscal Agent is located and in the city in which the relevant clearing system is located.



## 4 Amendment to Conditions

The temporary Global Notes, permanent Global Notes and Global Certificates contain provisions that apply to the Notes that they represent, some of which modify the effect of the terms and conditions of the Notes set out in this Base Prospectus. The following is an overview of certain of those provisions:

### 4.1 Payments

No payment falling due after the Exchange Date will be made on any Global Note unless exchange for an interest in a permanent Global Note or for Definitive Notes or Registered Notes is improperly withheld or refused. Payments on any temporary Global Note issued in compliance with TEFRA D before the Exchange Date will only be made against presentation of certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement. All payments in respect of Notes represented by a Global Note in CGN form will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Notes, surrender of that Global Note to or to the order of the Fiscal Agent or such other Paying Agent as shall have been notified to the Noteholders for such purpose. If the Global Note is a CGN, a record of each payment so made will be endorsed on each Global Note, which endorsement will be prima facie evidence that such payment has been made in respect of the Notes. If the Global Note is a NGN or if the Global Certificate is held under the NSS, the Issuer shall procure that details of each such payment shall be entered pro rata in the records of the relevant clearing system and in the case of payments of principal, the nominal amount of the Notes recorded in the records of the relevant clearing system and represented by the Global Note or the Global Certificate will be reduced accordingly. Payments under a NGN will be made to its holder. Each payment so made will discharge the Issuer's obligations in respect thereof. Any failure to make the entries in the records of the relevant clearing system shall not affect such discharge. For the purpose of any payments made in respect of a Global Note, the relevant place of presentation shall be disregarded in the definition of "business day" set out in Condition 7(h) (Non-Business Days).

Each payment in respect of Registered Notes whilst in global form will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the record date which shall be on the Clearing System Business Day immediately prior to the date for payment, where "Clearing System Business Day" means Monday to Friday inclusive except 25 December and 1 January.

### 4.2 Prescription

Claims against the Issuer in respect of Notes that are represented by a permanent Global Note will become void unless it is presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 9).

### 4.3 Meetings

The holder of a permanent Global Note or of the Notes represented by a Global Certificate shall (unless such permanent Global Note or Global Certificate represents only one Note) be treated as being two persons for the purposes of any quorum requirements of a meeting of Noteholders and, at any such meeting, the holder of a permanent Global Note shall be treated as having one vote in respect of each integral currency unit of the Specified Currency of the Notes. (All holders of Registered Notes are entitled to one vote in respect of each integral currency unit of the Specified Currency of the Notes comprising such Noteholder's holding, whether or not represented by a Global Certificate.)

#### **4.4 Cancellation**

Cancellation of any Note represented by a permanent Global Note that is required by the Conditions to be cancelled (other than upon its redemption) will be effected by reduction in the nominal amount of the relevant permanent Global Note.

#### **4.5 Purchase**

Notes represented by a permanent Global Note may only be purchased by the Issuer or any of its subsidiaries if they are purchased together with the rights to receive all future payments of interest.

#### **4.6 Issuer's Option**

Any option of the Issuer provided for in the Conditions of any Notes while such Notes are represented by a permanent Global Note shall be exercised by the Issuer giving notice to the Noteholders within the time limits set out in and containing the information required by the Conditions, except that the notice shall not be required to contain the serial numbers of Notes drawn in the case of a partial exercise of an option and accordingly no drawing of Notes shall be required. In the event that any option of the Issuer is exercised in respect of some but not all of the Notes of any Series, the rights of account holders with a clearing system in respect of the Notes will be governed by the standard procedures 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) or any other Alternative Clearing System (as the case may be).

#### **4.7 Noteholders' Options**

Any option of the Noteholders provided for in the Conditions of any Notes while such Notes are represented by a permanent Global Note may be exercised by the holder of the permanent Global Note giving notice to the Fiscal Agent within the time limits relating to the deposit of Notes with a Paying Agent set out in the Conditions substantially in the form of the notice available from any Paying Agent, except that the notice shall not be required to contain the serial numbers of the Notes in respect of which the option has been exercised, and stating the nominal amount of Notes in respect of which the option is exercised and at the same time, where the permanent Global Note is a CGN or where the Global Certificate is held under the NSS, presenting the permanent Global Note to the Fiscal Agent, or to a Paying Agent acting on behalf of the Fiscal Agent, for notation. Where the Global Note is a NGN, the Issuer shall procure that details of such exercise shall be entered pro rata in the records of the relevant clearing system and the nominal amount of the Notes recorded in those records will be reduced accordingly.

#### **4.8 NGN nominal amount**

Where the Global Note is a NGN, the Issuer shall procure that any exchange, payment, cancellation, exercise of any option or any right under the Notes, as the case may be, in addition to the circumstances set out above shall be entered in the records of the relevant clearing systems and upon any such entry being made, in respect of payments of principal, the nominal amount of the Notes represented by such Global Note shall be adjusted accordingly.

#### **4.9 Events of Default**

Each Global Note provides that the holder may cause such Global Note, or a portion of it, to become due and repayable in the circumstances described in Condition 10 by stating in the notice to the Fiscal Agent the nominal amount of such Global Note that is becoming due and repayable. If principal in respect of any Note is not paid when due, the holder of a Global Note or Registered Notes represented by a Global Certificate may elect for direct enforcement rights against the Issuer under the terms of a Deed of Covenant executed as a deed by the Issuer on 7 June 2012 to come into effect in relation to the

whole or a part of such Global Note or one or more Registered Notes in favour of the persons entitled to such part of such Global Note or such Registered Notes, as the case may be, as accountholders with a clearing system. Following any such acquisition of direct rights, the Global Note or, as the case may be, the Global Certificate and the corresponding entry in the register kept by the Registrar will become void as to the specified portion or Registered Notes, as the case may be. However, no such election may be made in respect of Notes represented by a Global Certificate unless the transfer of the whole or a part of the holding of Notes represented by that Global Certificate shall have been improperly withheld or refused.

#### **4.10 Notices**

So long as any Notes are represented by a Global Note and such Global Note is held on behalf of a clearing system, notices to the holders of Notes of that Series may be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders in substitution for publication as required by the Conditions or by delivery of the relevant notice to the holder of the Global Note, except that so long as the Notes are listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the Luxembourg Stock Exchange's regulated market and the rules of that exchange so require, notices shall also be published either on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com)) or in a leading newspaper having general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*).

### **5 Electronic Consent and Written Resolution**

While any Global Note is held on behalf of, or any Global Certificate is registered in the name of any nominee for, a clearing system, then:

- (a) approval of a resolution proposed by the Issuer given by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) in accordance with their operating rules and procedures by or on behalf of the holders of not less than 75 per cent. in nominal amount of the Notes outstanding (an "Electronic Consent" as defined in the Agency Agreement) shall, for all purposes (including matters that would otherwise require an Extraordinary Resolution to be passed at a meeting for which the Special Quorum was satisfied), take effect as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held, and shall be binding on all Noteholders and holders of Coupons and Talons whether or not they participated in such Electronic Consent; and
- (b) where Electronic Consent is not being sought, for the purpose of determining whether a Written Resolution (as defined in the Agency Agreement) has been validly passed, the Issuer shall be entitled to rely on consent or instructions given in writing directly to the Issuer by (a) accountholders in the clearing system with entitlements to such Global Note or Global Certificate and/or, where (b) the accountholders hold any such entitlement on behalf of another person, on written consent from or written instruction by the person identified by that accountholder as the person for whom such entitlement is held. For the purpose of establishing the entitlement to give any such consent or instruction, the Issuer shall be entitled to rely on any certificate or other document issued by, in the case of (a) above, Euroclear, Clearstream, Luxembourg or any other relevant alternative clearing system and the accountholder identified by the relevant clearing system for the purposes of (b) above. Any resolution passed in such manner shall be binding on all Noteholders and Couponholders, even if the relevant consent or instruction proves to be defective. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear's EUCLID or Clearstream, Luxembourg's CreationOnline system) in accordance with its usual procedures and in which the accountholder of a particular principal or

nominal amount of the Notes is clearly identified together with the amount of such holding. The Issuer shall not be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by any such person and subsequently found to be forged or not authentic.

## USE OF PROCEEDS

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

### Green Notes

Notes may be issued as Green Notes and the applicable Final Terms will indicate if the Notes are intended to constitute Green Notes.

The Issuer intends to allocate an amount equal to the net proceeds from any issue of Green Notes to Eligible Sustainable Projects, in line with any sustainability framework the Issuer may publish from time to time. See the risk factor entitled *“In respect of any Notes issued as Green Notes, there can be no assurance that such use of proceeds will be suitable for the investment criteria of an investor”*.

Any sustainability framework, second party opinion and any related report, verification assessment etc. will be published on the Issuer’s website.

None of the sustainability framework, the second party opinion or any of the reports, verification assessments, opinions or contents of any of the websites referenced in this *“Use of Proceeds”* section or elsewhere in this Base Prospectus are, or shall be deemed to, constitute a part of, or be incorporated into, this Base Prospectus.

## CARLSBERG BREWERIES A/S

### Introduction

Carlsberg Breweries A/S (“Carlsberg Breweries”, the “Company” or the “Issuer” and, together with its Subsidiaries taken as a whole, the “Group”) was established on 1 July 2000 as a Danish registered limited liability company with registered number 25508343 pursuant to an agreement dated 31 May 2000 between Carlsberg A/S (“Carlsberg” and, together with its Subsidiaries taken as a whole, the “Carlsberg Group”) and Orkla ASA. The Issuer is registered in Copenhagen and operates under Danish law. The Issuer has been a wholly owned subsidiary of Carlsberg (listed on NASDAQ Copenhagen) since February 2004. The Issuer’s registered office is at 1 J.C. Jacobsens Gade, 1799 Copenhagen V, Denmark and its telephone number is +45 33273300.

Carlsberg Breweries is the principal holding company for the domestic and international brewing business of the Carlsberg Group. The Carlsberg Group is among the world’s largest international brewing groups, with strong market positions in Western Europe, Asia and Eastern Europe (Sources: GlobalData Global Beer Trends 2022). In the following section, comments regarding market position are all referring to volume. Market position and market share data are based on GlobalData 2022 Beer & Cider Market Insight reports or internal estimates for markets where GlobalData data is not available.

The Group’s global operations are diversified among the markets of Western Europe, Asia and Central & Eastern Europe. In Western Europe, Carlsberg Group holds number one or two market positions in Denmark, Finland, Norway, Sweden, France, Switzerland, Portugal in addition to less strong positions in Poland, UK and North-East Germany. In Asia, the Group holds either the number one or two market positions in western China, Laos, Malaysia, Singapore, Hong Kong and Nepal, in addition to less strong positions in India, Vietnam, Cambodia and Myanmar. In Central & Eastern Europe, the Group holds number one and two market positions in Ukraine, Azerbaijan, Kazakhstan, the Baltics, Bulgaria and Greece in addition to less strong positions in Italy, Croatia and Serbia.

The Group also has operations in Russia. On 28 March 2022, the Group announced its decision to seek a full divestment of its Russian business following Russia’s invasion of Ukraine. Since then, the Group has carried out more than 150 workstreams to separate the previously fully integrated Russian business while carrying out the necessary steps for divestment. The Group is aiming at signing a divestment agreement by mid-2023. In the Group’s financial statements, the Russian operations are presented as discontinued operations and disposal group held for sale.

The Group’s core business is the production, marketing, distribution and sale of beer. The Group’s beer brand portfolio consists of the premium beer portfolio, which spans international premium beer brands, such as 1664 Blanc, Brooklyn, Carlsberg, Tuborg and Grimbergen, and local premium brands, such as Valaisanne, Eriksberg, Jacobsen, Nya Carnegie, Wusu Red and Jung-A. In addition to the premium portfolio, the Group has a range of local mainstream core beer brands, such as 1664., Feldschlösschen, Ringnes, Mythos, Poretti, Beerlao, ChongQing and Huda. The Group’s alcohol-free brews portfolio includes brands such as Tourtel Twist, Carlsberg 0.0, Feldschlösschen Alkoholfrei, Brooklyn Special Effects and Okocim 0.0. In addition to the beer portfolio, the Group’s beverage portfolio includes brands beyond beer, such as Somersby and Garage. In addition to its beer portfolio, the Group also produces and sells non-alcoholic beverages, including but not limited to soft drinks, water and energy drinks. The Group has exclusive bottling agreements with The Coca-Cola Company in Denmark and Finland and PepsiCo Inc. in Norway, Sweden, Switzerland, Laos and Cambodia. The Group markets its beer brands in more than 100 markets worldwide and has majority-owned brewing operations in 29 markets.

In 2022, 82 per cent. of the Group's Total Volume (102.4 million hl) was generated from beer and 18 per cent. of the Group's Total Volume was generated from other beverages.

Total Volume refers to the Group's sale of beverages in consolidated entities (continuing operations) and sale of the Group's products under licence agreements.

In 2022, beer volumes grew organically by 4.2 per cent., driven by Asia and Western Europe, while Central & Eastern Europe was impacted by declining volumes in Ukraine. Other beverage volumes grew organically by 12.9 per cent., particularly supported by double-digit growth in Western Europe, Asia and Central & Eastern Europe. Total organic volume growth was 5.7 per cent., and 5.2 per cent. in reported terms, due to the deconsolidation of the business in Nepal. Revenue per hectolitre grew organically by 9 per cent. as a result of recovery of the on-trade in many markets due to fewer COVID-19-related restrictions, a positive brand mix and price increases during the year to offset higher input costs. Organic revenue growth was 15.6 per cent., while reported revenue growth was 16.9 per cent. There was a small negative impact from the aforementioned deconsolidation, but this was more than offset by a positive currency impact, mainly related to the Chinese and Swiss currencies which more than offset the depreciation of the Laotian kip and Ukrainian hryvnia.

Since the publication of the 2022 annual report, comparative figures for beer and other beverages have been restated to be aligned with the portfolio choices and priorities of SAIL'27. Full-year 2022 restated beer volumes are 101.0 million hl and restated other beverage volumes are 24.4 million hl for the Group. There is no impact on total volumes.

Operating profit grew organically by 10.6 per cent., with Asia and Western Europe the main contributors. In reported terms, operating profit grew by 11.6 per cent.

Carlsberg Breweries holds ratings from Moody's and Fitch (since January 2006). The current ratings are BBB+, stable outlook (Fitch) and (P)Baa2, positive outlook (Moody's).

### **Impact of COVID-19 on the Group's markets and business**

In 2022, COVID-19 presented limited challenges for the Group's business as most restrictions were lifted early on in the year in the majority of markets. In China, however, renewed restrictions and lockdowns impacted our business, particularly at the end of the year.

### **Impact of the war in Ukraine on the Group's business**

During 2022, a key priority for the Group was the safety of its 1,300 employees in Ukraine. On 24 February 2022, the Group suspended production at its three breweries in Ukraine to ensure the safety of the employees. At the recommendation of the local employees, production at two of the three breweries restarted during April and May 2022, and by the end of June 2022 production was restarted at the third brewery. Following intensified fighting later in the year, production at the brewery in Zaporizhzhia was suspended for a few weeks in October 2022.

Several actions were taken to ensure the safety of the Group's employees, including establishment of an emergency shelter to accommodate those employees and their families who have had to leave their homes as well as actively using the Group's facilities and skills in Ukraine and neighbouring countries to provide humanitarian support to both employees and other Ukrainian people, including providing shelter, transport, food and fresh water.

In addition, the Carlsberg Group and the Carlsberg foundations have donated DKK 75 million (EUR 10 million) to the relief efforts in Ukraine.

On 4 March 2022, the Group announced that it would stop making new investments in Russia as well as any exports from other Carlsberg Group companies to Baltika Breweries in Russia with immediate effect. On 9 March 2022, the Group announced that it would cease all advertising by the Carlsberg Group and Baltika Breweries in Russia and stop production and sale of the Carlsberg brand in the Russian market. On 28 March 2022, the Group announced that it would seek a full disposal of the business in Russia. On 21 April 2022, the Group announced a change in accounting treatment and a write-down. As at 31 December 2022 this write-down amounted to DKK 8.4 billion for 2022. As a result, from 1 January 2022 the Russian business has not been included in the revenue and operating profit. From an accounting perspective, the business is treated as an asset held for sale until completion of the disposal.

As of March 2023, the Group expects to sign a divestment agreement by mid-2023. The sale will be subject to approval by the Russian authorities. Such approval could potentially impact the time of the divestment and the value realised.

The Group has given certain undertakings to the banks that are party to the Group's principal banking facilities whereby amounts to be repaid under those facilities may not be funded from amounts received from the Group's business in Russia, Belarus and Ukraine, subject in each case to limited exceptions.

Consequently, the Terms and Conditions of the Notes provide that (i) Baltika Brewery LLC (Russia) and its subsidiaries, (ii) Hoppy Union LLC (Russia) and its subsidiaries, (iii) OJSC Brewery Alivaria (Belarus) and its subsidiaries and (iv) PJSC Carlsberg Ukraine and its subsidiaries shall not be considered a Subsidiary or a Principal Subsidiary for purposes of the Terms and Conditions of the Notes. If such entities had not been so excluded, then on the basis of the consolidated audited accounts of the Issuer as at and for the year ended 31 December 2022, Baltika Brewery LLC (Russia) would have been a Principal Subsidiary on the basis of the definition of Principal Subsidiary as set out in the Terms and Conditions of the Notes.

For further details on the impact on the Group's business and operations please see "*Risk Factors - Risks related to the Group's Business - The Group is exposed to the war in Ukraine*" and "*Risk Factors - Risks related to the Group's Business - The Group is divesting its business in Russia*".

## **History**

The Carlsberg Group was founded in 1847 by J.C. Jacobsen. His brewery, just outside the city ramparts of Copenhagen, pioneered steam brewing, refrigeration techniques and, most significantly, the propagation of a single yeast strain. J.C. Jacobsen demanded quality above all else, and his innovations in the art of making beer laid the cornerstone of the modern beer-brewing industry. Today, almost all of the main lager products in mature markets derive their yeast from the strain developed by Carlsberg (*Saccharomyces Carlsbergensis*).

In 1970, Carlsberg merged with the second largest Danish brewery group, Tuborgs Bryggerier A/S, founded in 1873.

During the early 2000s, the Carlsberg Group increasingly focused its resources on its core business of brewing, marketing, distribution and sale of beer, actively selling off shareholdings in non-core businesses. Over the same period, the Carlsberg Group invested in its existing brewing business, acquiring a significant presence in countries where its activities historically had been relatively limited.

In May 2000, the Carlsberg Group announced the formation of the Carlsberg Breweries joint venture with Orkla. Carlsberg Breweries consisted of the beverage operations of the Carlsberg Group and Orkla, with Orkla contributing its leading positions in Norway and Sweden and its 50 per cent. shareholding in Baltic Beverages Holding AB ("BBH"). Carlsberg owned 60 per cent. of Carlsberg Breweries and Orkla owned the remaining 40 per cent.



In February 2004, Carlsberg announced the acquisition of Orkla's holding in Carlsberg Breweries, which resulted in Carlsberg Breweries and its 50 per cent. shareholding in BBH becoming wholly-owned by the Carlsberg Group.

In 2008, Carlsberg and Heineken N.V. together acquired Scottish & Newcastle p.l.c. ("S&N"). As part of the transaction, Carlsberg acquired, among other things, the remaining 50 per cent. of BBH it did not already own and S&N's French business, including Brasseries Kronenbourg and the worldwide brand rights to Kronenbourg (excluding UK and Belgium, where the brand rights have been licensed to third parties).

From 2016 to 2019, Carlsberg has carried out a number of smaller acquisitions in order to strengthen its core business. These include increasing the ownership of Wusu Beer Group in Xinjiang, China, to 100 per cent., acquiring the remaining 49 per cent. of Olympic Brewery in Greece; acquiring an additional 10.5 per cent. of Brewery Alivaria in Belarus, increasing the Group's ownership share to 78 per cent.; acquiring 28.5 per cent. of the shares in Viacer, the holding company that controls Super Bock Group in Portugal (Viacer continues to be controlled by the Group's partner and, consequently, Super Bock Group remains an associate. Following that transaction, the Carlsberg Group's direct and indirect ownership in Super Bock Group is 60 per cent.); acquiring the remaining 1.2 per cent. of the shares in Carlsberg Ukraine; and acquiring an additional 25 per cent. of Cambrew in Cambodia in 2018 and the remaining 25 per cent. in 2019, thereby taking the Group's ownership share to 100 per cent. In 2020, the Group acquired the Brooklyn brand rights in the Group's markets, Marston's brewing activities in the UK and Wernesgrüner Brewery in Germany, albeit the latter was only finally completed in early January 2021. In addition, the Group completed material asset restructuring in China, whereby Carlsberg and Chongqing Brewery Co. contributed their controlled assets to the joint venture Jianiang.

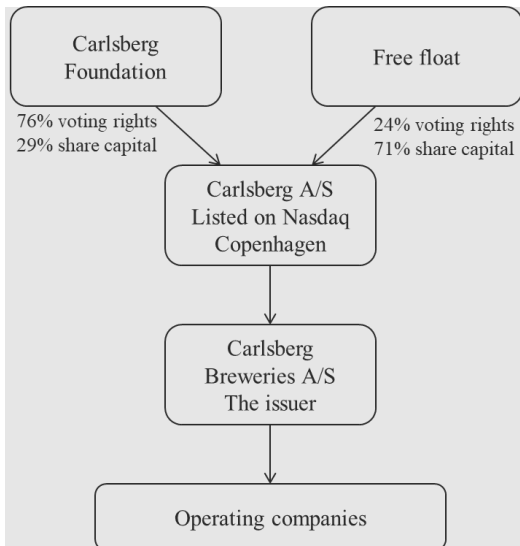
On 12 April 2023, Carlsberg Marston's Brewing Company announced the acquisition of the rights for the Kronenbourg brand in the UK from Heineken. The transfer of the licence is expected to take effect on 1 June 2023.

## **Group Structure**

Carlsberg Breweries is the principal holding company for the domestic and international brewing business of the Carlsberg Group. The Issuer has been a wholly owned subsidiary of Carlsberg since February 2004.

Carlsberg Group's largest single shareholder is the Carlsberg Foundation, one of Denmark's largest charitable organisations, which is required by its charter to hold at least 51 per cent. of the voting rights in Carlsberg A/S. As at 31 December 2022, the Carlsberg Foundation held 29 per cent. of the share capital of Carlsberg A/S, equivalent to 76 per cent. of the voting rights. The remaining shares are freely traded.

The following is a simplified chart showing the position of the Issuer in the Carlsberg Group and the Issuer's relationship with its main operating subsidiaries:



## Competitive Strengths

Based on research reports prepared on the global beer market and the Group's internal estimates, management believes that the key strengths that will help the Group deliver on its strategic choices include the following:

- The Group has a number of leading market positions in Western Europe, Asia and Central & Eastern Europe by volume. Approximately 67 per cent. of the Group's volume is sold in 22 markets where the Group has either a number one or number two position (including western China and states with production in India) by volume. As such, the Group is able to benefit from significant economies of scale in production, procurement, marketing, distribution and sales.
- The Group has a strong portfolio of beer brands, ranging from core mainstream brands to local and international premium brands. In addition, the Group has a strong market position in the alcohol-free brew segment in many markets in Western Europe and Central & Eastern Europe and attractive brands beyond beer, such as Somersby and Garage.
- The Carlsberg brand, which is licensed by Carlsberg A/S to the Issuer, and Tuborg are large international premium lager brands. The Carlsberg brand has a presence in 120 countries and Tuborg in more than 60 markets worldwide through direct sales, licensing and exports. The Group also owns the premium brand 1664 Blanc, which is sold in 55 markets worldwide.
- Alcohol-free brews accounted for 3 per cent. of total volumes in 2022. The alcohol-free brew portfolio mainly consists of local brands such as Tourtel Twist, Okocim 0.0, Munkholm and Feldschlösschen Alkoholfrei, in addition to international brands, such as Carlsberg 0.0 and Somersby 0.0.
- In Western Europe, the Group holds a number of strong market positions by volume, including in the Nordics, France and Switzerland, in addition to less strong positions in Poland, UK and North-East Germany. The Group believes that the region offers good opportunity for value growth.
- In Asia, the Group has achieved strong volume and value growth rates in the past years. The Group holds either number one or number two market position by volume in many of its Asian markets, including western China, Malaysia, Hong Kong, Singapore and Laos. In India, the Group holds a number three overall market position by volume but a number two position in the states, where it operates. In Vietnam, the Group's stronghold is in the central part of the country while it holds an overall market position as number four.

- The Central & Eastern European region includes a large number of diverse markets with very different market dynamics. In the central and southern part of the region, the Group holds strong market positions in Greece and Bulgaria. In the Eastern part of the region, the Group is present in markets such as Russia, Ukraine, Kazakhstan, the Baltics and Belarus. In Ukraine, the Group's first and main priority is the safety of its employees. Moreover, the Group's export and licence business is part of the Central & Eastern Europe region.
- Since 2016, the Group has had a strong focus on costs and efficiencies. During 2016 to 2018, the Company achieved total net benefits of around DKK 3 billion through its *Funding the Journey* programme, which was launched in November 2015. More than DKK 1 billion of the net benefits was reinvested in the business in support of the Group's strategic priorities. *Funding the Journey* as a specific programme came to an end in 2018 but the focus on efficiencies, costs and cash has continued across the Group as part of the "*Funding the Journey Culture*". In 2020 and 2021, the *Funding the Journey* mindset was very important in the Group's ability to mitigate the challenges of COVID-19. The *Funding the Journey* mindset will continue to be an important part of the Group's corporate culture.
- The Group has a strong winning culture, based on the Group's purpose of "*Brewing for a Better Today and Tomorrow*" and characterised by being performance-driven. The Group conducts rigorous performance management, applying the *Golden Triangle* (whereby the Group continuously seeks to get the right balance between volumes/market share, gross margin, operating profit and cash) as a key management tool, conducting monthly performance reviews, leveraging its Operating Cost Management tool to continuously track progress and manage pacing and phasing of individual efficiency initiatives.

## **Business Strategy**

Carlsberg's activities are focused on markets in which it has the strength and the right products to secure a leading position. Due to the variation in the markets, the contribution to growth, earnings and development within the Group differs both at present and in the long-term projections.

The Group launched its seven-year strategy, SAIL'22, on 16 March 2016. The strategy and its priorities were based on key global trends, value drivers of the global beer industry and the strengths of the Carlsberg Group.

While providing a clear overall direction for Carlsberg's business, SAIL'22 has been a "living" strategy. Since its launch in March 2016, the Group has continuously adjusted the application of the strategy to reflect learnings and the market environment, which has significantly changed, especially with COVID-19. Coupled with a considerably strengthened performance management culture and a good organisational balance between markets, regions and central functions, the Group has been able to leverage scale while remaining close to local consumers and customers.

Since 2016, the Group has delivered very well against its SAIL'22 financial metrics: organic operating profit, return on invested capital (ROIC) and capital allocation, including a net-interest bearing debt/EBITDA ratio significantly below 2x. The Group has also made strong progress towards its sustainability targets. Compared with the 2015 baseline, the Group has reduced its carbon emissions per hectolitre of beer produced at its breweries by 57 per cent. and improved the water efficiency at its breweries by 31 per cent.

As the name suggests, SAIL'22 came to an end in 2022. On 4 February 2022, the Group launched its new strategy SAIL'27. 2022 was a year of transition to SAIL'27, which builds on the strong foundation and successes of SAIL'22 while refreshing and expanding the Group's priorities and raising the bar. 2023 will be the first year of SAIL'27 strategy.

SAIL'27 was developed as a collaborative, company-wide effort, co-created by over 200 Carlsberg employees from more than 30 different markets and functions to ensure that the Group incorporated the learnings from SAIL'22 and that SAIL'27 will be strongly embedded in the local markets and central functions from the very beginning.

In developing SAIL'27, the Group aimed at keeping and sharpening its strong strategic, organisational and financial dynamics while ensuring that the direction-setting was refreshed and that the new strategy reflects expected consumer, customer, societal, regulatory, economic and geopolitical trends and their likely impact on the beer category in terms of both volume and value. As such, SAIL'27 reflects the learnings from the past and assumptions for the future blended together.

SAIL'27 focuses on five strategic levers – portfolio, geographies, execution, culture and funding the journey – for which the Group has made distinct strategic choices, defining the focus of the Group's efforts and resource allocation. The strategic levers and choices should be viewed as an integrated set of activities.

### **Portfolio Choices**

The beer category continues to offer attractive long-term volume and value growth opportunities, though with different growth dynamics between categories and markets. The portfolio choices in SAIL'27 target these growth opportunities. In addition, the Group sees further attractive growth opportunities for selected categories beyond beer.

#### ***Step Up In Premium***

Across the three regions (Western Europe, Asia and Central & Eastern Europe), the premium category is growing faster than mainstream beer. In SAIL'27, the Group intends to pursue value growth by more forcefully expanding into the premium category with our existing brand portfolio, pursuing three distinct growth opportunities: super premium, international premium lagers and premium local brands.

The super premium portfolio, consisting of local and international super premium brands, such as 1664 Blanc, Grimbergen and Brooklyn. For 1664 Blanc in particular, the Group's largest and most important super premium brand, the Group aims to grow brand volumes both in existing markets and by launching it in markets where it is currently not present. The Group will also drive growth for strong local offerings, particularly in Western Europe, and selectively scale Grimbergen and Brooklyn.

The premium international lager brands Carlsberg and Tuborg have different value propositions in its markets. However, the Group believes that both brands have further premium growth potential, particularly in Asia.

The premium local brands have a strong position, particularly in Western Europe with distinctive brands such as Frydenlund in Norway, Jacobsen in Denmark and Valaisanne in Switzerland. Across the Group's markets, it will support growth and scale for the local premium brands.

#### ***Strengthen Mainstream Core Beer***

Mainstream core beer includes the Group's local power brands, which remain an important category in the Group's beer portfolio. These brands have strong local roots and histories, and meet the continued consumer demand for local and authentic brands. Mainstream core beer brands remain important for the perception of the overall beer category and for recruiting new consumers.

The Group will safeguard its core mainstream brands to provide scale and a solid backbone for the local businesses. The Group also aims to capture growth opportunities, including expanding proven innovations and leveraging repeatable commercial models across markets and brands. In addition, core beer brands offer opportunities for premium line extensions and entrance points for other categories, such as alcohol-free beer.

#### ***Accelerate Alcohol-Free Brews***

SAIL'22 delivered strong growth for the Group's Alcohol-free brews ("AFB"), which include alcohol-free beer, beer mixes, such as radlers, Somersby 0.0 and flavoured non-alcoholic beers. In many markets across Western Europe and Central & Eastern Europe, the Group has achieved a strong market position in the category.

As part of SAIL'27, the Group intends to accelerate the AFB volume growth in Western Europe, further scale the AFB portfolio in Central & Eastern Europe and seeding AFB in Asia, by leveraging the strong local power brands, the Group's international premium brands and stand-alone alcohol-free brands.

### ***Grow Beyond Beer***

In SAIL'27, the Group will extend its focus to other beverages beyond beer. The Group believes that there are attractive growth opportunities in categories outside the beer category, leveraging brands such as Somersby and Garage.

Initially, the key focus will be on the Somersby cider and Garage har lemonade brands. For Somersby, there are opportunities to expand the core cider proposition and leverage the brand in other categories. The Group believes that Garage offers attractive growth opportunities, including in other categories. Both Somersby and Garage have proven to be scalable across markets, and the Group aims to expand them in new markets, applying repeatable business models.

### **Geographies**

#### ***Western Europe***

Across all markets in the region, the Group will rigorously implement the portfolio choices and strengthen its execution capabilities. The Group expects all markets to grow revenue and profits. In addition, the Group will continue to drive further operational improvements in order to increase flexibility, improve efficiency and reduce costs.

#### ***Asia***

Across the region, the Group will aim to grow share in the key Asian markets, further expand the premium portfolio and capture growth opportunities in other beverage categories, particularly utilising the Somersby brand asset. The Group will maintain special focus on China, where it will continue the successful big-city approach and strengthen performance in new and growing retail channels, such as e-commerce and modern off-trade, leveraging the local and international premium brands and launching brands beyond beer. In India, the Group will strengthen its position through continued expansion in the mainstream category and accelerated investments in the premium and super premium categories. In Vietnam, the Group will focus on growing outside its core region in central Vietnam and step up in the affordable and premium segments.

#### ***Central & Eastern Europe***

The Central & Eastern European region includes a number of diverse markets with very different market dynamics. Across markets, the Group will seek to strengthen its premium portfolios and in-store execution capabilities, and pursue growth opportunities in categories beyond beer. In the export and license business, the Group will seek to accelerate growth in key markets and pursue selected growth opportunities in markets with attractive large profit pools. As part of this, in 2022 the Group announced an agreement with Waterloo Brewing Ltd. in Ontario, Canada, to acquire all shares in the company. This acquisition is expected to strengthen the Group's market position in Canada with local production and Waterloo Brewing's brands, and to deliver significant supply chain and revenue synergies. The acquisition of Waterloo Brewing Ltd was completed in the first quarter of 2023 and the business was consolidated with the Group from March 2023.

### **Execution**

Excellence in execution remains a key priority in SAIL'27. The Group will support the portfolio and geographical priorities by stepping up and continuously improving its execution capabilities, particularly aiming at:

- Excellence at point of purchase by more deeply embedding the Group's sales execution and value management tools and technologies, and offering winning portfolios.
- Master digital, data and processes by ensuring competitiveness in rapidly developing areas, such as digital marketing, e-commerce and data & analytics, and developing processes and leveraging technology to improve efficiency and effectiveness in ways of working.
- Drive supply chain excellence by improving efficiency and effectiveness in ways of working and developing common tools, processes and capabilities across markets. Particular focus will be on further improving end-to-end demand, material and supply planning expertise.

### **Winning Culture**

The Group's ambition is to be the most successful, professional and attractive brewer in the markets where it operates. To achieve that, the Group believes that the company culture is key. The Group's winning culture focuses on people, behaviours and contribution to societies at large.

#### ***Purpose- and Performance-Driven People***

The Group is proud of its purpose "*Brewing for a better today and tomorrow*" and believes that current and prospective employees look for companies with a clear purpose, a high sense of social responsibility, and work that has meaning and gives them a sense of belonging. In SAIL'27, the Group will build on its strong foundation, maintaining its triple A (Alignment, Accountability, Action) behaviours, sharpening leadership expectations, strengthening the talent pipeline and management, and accelerating the diversity, equity and inclusion journey.

#### ***Together Towards ZERO and Beyond***

As part of its sustainability programme Together Towards ZERO, the Group introduced science-based climate targets and set ambitious targets for carbon, water, health and safety and responsible drinking. The Group has made strong progress and will continue to focus on delivering against its targets.

Launched in August 2022, Together Towards ZERO and Beyond (TTZAB) builds on the Group's progress to date and re-affirms its commitment to help tackle global challenges, uphold the principles of the UN Global Compact and contribute to the UN Sustainable Development Goals. TTZAB is an integral part of the SAIL'27 strategy.

TTZAB raises the Group's ambition level even further and addresses a wider array of material topics to create a more holistic environmental, social and governance programme. It sets new targets to support regenerative and sustainable agriculture for a ZERO Farming Footprint, to work towards ZERO Packaging Waste, to replenish water in areas of high water risk, and to increase representation of women in leadership roles as part of our wider commitment to Diversity, Equity and Inclusion. It also reinforces the Group's long-standing commitments to its compliance programme "*Living By Our Compass*", Human Rights, Responsible Sourcing and Community Engagement.

#### ***Compass***

Living by the Group's ethical values – the Compass – mitigates risks and protects its reputation as a responsible brewer. The Group will continue to embed a culture of compliance and integrity to drive consistent ethical behaviour in the way business is done within Carlsberg and beyond.

### **Funding the Journey**

The *Funding our Journey* programme will build on the successful Funding the Journey culture, which has become integrated in the Group's ways of working since the successful conclusion of the Funding the Journey programme in 2018.

*Funding our Journey* will be important to free up resources, enabling the Group to invest in brands, allocate higher investments to specific markets, invest in capability building and Together Towards ZERO and Beyond, and offset inflationary pressures.

*Funding our Journey* will be organised around specific workstreams where the Group believes there is scope for further efficiencies and cost reductions, including within supply chain, operating costs and capital efficiency.

The Group will maintain its performance management discipline, applying the Golden Triangle concept (seeking the most optimal balance between volumes/market share, gross margin, operating profit and cash) and the Operating Cost Management tool to continuously track progress and manage pacing and phasing of individual efficiency initiatives.

## Products

### The Group's Beer Portfolio

The core business of the Group is beer. In 2022, 82 per cent. of Total Volume was generated from beer and 77 per cent. of revenue generated from total beverages was generated from beer.

The Group beer portfolio includes international beer brands such as Tuborg, Carlsberg and 1664 Blanc. The Group's portfolio of local beer brands includes large volume brands such as Feldschlösschen in Switzerland, Kronenbourg in France, Frydenlund in Norway, Chongqing, Dali and Wusu in China, Beerlao in Laos, Pirinsko in Bulgaria and Poretti in Italy. AFB is a growing segment, and the Group's AFB portfolio includes local brands, including line extensions of local power brands and stand-alone brands in addition to alcohol-free line extensions of international brands.

**Tuborg.** The Tuborg brand is the Group's largest brand by volume. Tuborg is available in over 60 countries worldwide. In recent years, the expansion of the brand to Asia has been successful and China and India were among the three largest markets for Tuborg in 2022. In 2022, the Tuborg brand volumes increased by 9 per cent., driven particularly by Asia, notably India and Vietnam, and by Central & Eastern Europe, where the brand holds many strong market positions

**Carlsberg.** The Carlsberg brand is the Group's second largest brand by volume. It is an international premium brand, available in more than 100 countries through direct sales, licensing and exports. In 2022, Carlsberg brand volumes grew by 14 per cent. Growth was very strong in Asia, benefiting from the COVID-19 recovery. The brand also delivered solid growth in several key European markets, such as the UK, Germany and Sweden, and in export and licence markets. The Carlsberg brand is licensed to Carlsberg Breweries by Carlsberg.

**1664 Blanc.** 1664 Blanc is a French wheat beer that is popular in many markets across the Group's regions, particularly in China, which is the largest market for the brand. SAIL'27 particularly focuses on growing 1664 Blanc further. In 2022, 1664 Blanc brand volumes declined by 4 per cent. While there was very good growth in many markets, such as Denmark, Finland, Poland, the Baltics, Malaysia and Vietnam, volumes of 1664 Blanc were down in China due to COVID-19 restrictions, and in Ukraine, which before the war was one of the brand's largest markets. Excluding Ukraine, volume of 1664 Blanc grew by 1 per cent.

**Local power brands.** Leading local power brands play, and will continue to play, an important role in the Group's portfolio, also in SAIL'27. In most of its markets, the Group's local power brands have strong local

roots and histories, and meet the continued consumer demand for local and authentic brands. The local brands provide scale and a solid backbone for the local businesses. The Group's local power brands include brands such as Feldschlösschen in Switzerland, Kronenbourg in France, Frydenlund in Norway, Chongqing, Dali and Wusu in China, Beerlao in Laos, Pirinsko in Bulgaria and Poretti in Italy.

**Alcohol-free brews.** The alcohol-free brew (AFB) portfolio mainly consists of alcohol-free line extensions of local beer brands or local stand-alone brands in Western Europe and Central & Eastern Europe. Among the Group's largest alcohol-free brands are Tourtel in France, Okocim and Karmi in Poland and Feldschlösschen in Switzerland, in addition to alcohol-free line extensions under the Carlsberg and Somersby brand across markets. In 2022, AFB volumes in Western Europe were up by 7 per cent., driven by both local brands and alcohol-free line extensions of the international premium brands. In Central & Eastern Europe, volumes were impacted by significant volume decline in Ukraine, which had been one of the Group's largest AFB markets. Consequently, total AFB volumes declined by 6 per cent. Excluding Ukraine, volumes grew by 1 per cent., impacted by lower volumes in the export and licence business.

### **Other Beverages Portfolio**

The Group also produces, markets, sells and distributes soft drinks, mineral water, sports/energy drinks, cider and other alcoholic beverages. In 2022, other alcoholic and non-alcoholic beverages accounted for 18 per cent. of total Group volumes (23.0 million hectolitres). Some of the other beverage categories are expected to deliver attractive growth potential in the coming years and the Group will therefor increase its focus on beverages beyond beer as part of SAIL'27.

The Group will initially focus on the Somersby and Garage brands, which have delivered strong growth in recent years. Somersby mainly plays in the cider category but with a possibility to play in other categories. In 2022, Somersby volumes grew by 1 per cent, impacted by declining sales in previously large markets Ukraine and Poland. Excluding Ukraine, Somersby volumes grew by 5 per cent. in 2022. Somersby delivered very good growth across markets in the Nordics, the UK and the south-eastern part of Central & Eastern Europe. The Group launched Somersby in China in 2021. Although starting from a low base, volumes in China more than tripled, despite the impact from COVID-19 in the latter part of the year. There was also strong growth in Laos and Malaysia.

In recent years, Garage has delivered strong growth in markets such as Poland. Although the brand remains small in volume terms, the Group believes that Garage offers attractive future growth opportunities, including in other categories.

The soft drinks portfolio generally consists of the bottling and production under long term license of leading international brands such as Coca-Cola and Pepsi. The Group has exclusive bottling agreements with PepsiCo Inc. in Norway, Sweden, Switzerland, Laos and Cambodia; and with The Coca-Cola Company in Denmark and Finland.

### **Innovation**

In order for the Group's products to remain attractive and relevant to consumers, the Group aims to develop a consumer-driven research and development and innovation agenda by leveraging its understanding of consumer drinking occasions and growth opportunities. The Group will also focus its investments on leveraging the potential of technology and digital.

The innovation efforts are not only targeted at developing and launching new products and dispense technology, but also at enhancing and innovating existing products, developing new types of packaging, and improving brewing processes and ingredients.



## **Branding, Marketing and Sales**

Carlsberg A/S owns the Carlsberg brand and licenses the use of it to Carlsberg Breweries under a long-term licensing agreement for a nominal fee. The Group is the owner of all its other international and local power brands, including Tuborg. With the exception of certain jurisdictions in which it is not possible to register trademarks, trademark registrations for the Carlsberg and Tuborg brands have been effected in almost every country in the world. Trademark registrations for local power brands have also been effected in numerous countries, with the number of countries depending on the importance, volume and geographical presence of each such local brand.

In a number of markets where the Group's brands are licensed to third parties, various agreements have been entered into regarding requirements to and opportunities for licensees in relation to the marketing of the brands licensed.

### **Branding**

The Group will continue to focus on developing and strengthening its brand portfolio based on a combination of super-premium and premium international and local beer brands, local mainstream power brands, alcohol-free brews and other beverages. The Group supports a portfolio of brands, which meet different consumer needs, to drive long term category value growth. The right portfolio for each market is determined by deep consumer insight and market segmentation.

Strategic management of Carlsberg's international brand portfolio is carried out centrally at Group level to ensure consistency in the management of the brands' equities and to build strong growth models in order to optimise profits. Execution and implementation of these strategies are secured through the Group's local sales organisations.

Management of local power brands, including alcohol-free brands, is more decentralised but in order to achieve synergies across markets, regional and global teams facilitate the development and sharing of ideas, concepts and experiences, enabling these to be applied to local power brands in different markets, where similar propositions would be relevant.

Premiumising and innovation play an increasingly important role in driving value growth and the Group focuses on premium brands and innovations which can build category value by trading consumers up, but also expanding the penetration amongst new occasions and consumer groups. The super-premium and premium brands and the alcohol-free range play a key role, but the Group also ensures that it constantly innovates on the local brands, which are often market leaders and important volume drivers, to ensure they remain fresh and relevant.

### **Marketing**

The Carlsberg Group connects and communicates with consumers through a wide range of marketing programmes – always aiming to engage at the right moment, with the right content to drive purchase. The Group uses a range of more traditional advertising, alongside increasing usage of digital channels to drive engagement with its consumers. The Group also makes use of sponsorship engagements on many of its brands. Most of these are locally embedded.

### **Raw Materials and Packaging**

The principal raw materials that the Group uses in the brewing process are barley/malt, hops, yeast and water. The Group usually uses its own proprietary yeast which it grows in its facilities. In some regions, the Group

imports hops to obtain appropriate quality and variety. The Group purchases these ingredients through the open market and through contracts with suppliers.

Raw materials prices are determined by, among other factors: the level of supplier competition and consolidation; the level of crop production; weather conditions; overall beer market sales growth; demand from overseas markets; government regulations; and macroeconomic conditions. In addition, prices of certain raw materials are impacted by the global demand for bio fuels.

The Group seeks to develop and maintain close strategic relationships with its suppliers in order to ensure tighter quality control, more competitive prices and better service. Some of the Group's raw material supply contracts are long-term fixed-price contracts to ensure stable supply, price stability and predictability. The Group relies to some extent on a few third-party suppliers. See "Risk Factors – Risks Related to the Group's Business – Reliance on key third-parties could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition."

The main part of packaging material expenditures is related to beverage cans, glass and PET bottles. However, the Group is also a large buyer of steel kegs, crown corks, plastic closures, wet glue labels and cardboard products. It has a number of long-term contracts for the supply of packaging materials with strategic suppliers. The choice of packaging materials varies by price and availability in different regions, as well as by consumer preferences and the individual brand position and image.

Procurement is centralised in Carlsberg Supply Company AG, located in Switzerland, through which it coordinates the procurement of all major raw materials and packaging in Western Europe, Asia and Eastern Europe except for concentrates for third-party brands. In Western Europe, the Group mainly purchases its raw materials and packaging from large national and international suppliers. In Eastern Europe and Asia, the Group also purchases a part of its raw materials and packaging from smaller local or regional suppliers.

## **Production**

Due to similar production methods employed to make different brands of beer, brewers have some flexibility to allocate production between their breweries to minimise overheads and distribution costs and reduce capital expenditure requirements. A brewer's ability to achieve such savings is largely driven by extra costs involved in changing production/packaging formats and the costs of distribution, together with other considerations such as products being associated with specific locations and different national tariff systems.

The Group builds, invests and develops its production facilities to meet the requirements and demands of local markets in terms of brand, volume and packaging type, while conforming to Group-wide policies concerning quality and safety assurance and environmental standards.

Significant value is created by using the strengths of the Group, taking advantage of scale, and harmonising, standardising and centralising functions and processes across borders. Carlsberg Supply Company encompasses Group procurement, production, logistics and planning functions, and is responsible for the production and logistics network in Western Europe and the supply chain standards for the entire Group.

The Group has breweries with a capacity above 100,000 hectolitres in 29 countries. Individual production facilities across the Group vary widely in terms of scale. Product quality assurance is a key focus for the Group. The quality of raw materials and production is ensured through various activities, including operational audits at the breweries and suppliers as well as quality-standard certification requirements.

The Group has an ongoing focus on optimising its brewing, sales and distribution throughout the Group and on both a national and regional level as part of its ongoing commitment to free-up invested capital.

## Sales and Distribution

The distribution of beer varies from country to country and from region to region. The nature of distribution reflects consumption patterns and market structure, geographic density of customers and the existence of third-party wholesalers. In some markets brewers distribute directly to customers while in other markets they distribute to wholesalers. This is either for legal reasons or because of historical market practice, which plays an important role in distributing a significant proportion of beer to customers.

The Group utilises three main distribution models, varying by market due to the Group's positions in those markets, regulatory considerations and local market dynamics (consumption patterns, market structure, geographic density of customers and existence of third-party wholesalers). These distribution models are:

- Direct distribution to the retail level (both on-trade and off-trade outlets);
- Third-party distribution (wholesalers, importers, distributors, and “cash and carry” outlets); and
- A combination of direct and third-party distribution, primarily through wholesalers.

The Group segments its end-customers by channel between on-trade outlets (for example, bars, pubs, restaurants and hotels) and off-trade outlets (for example, supermarkets, kiosks and retail shops). This segmentation allows the Group to allocate resources to different types of customers by supplying each channel with the sales support, brand and trade marketing and supply chain that it needs. During COVID-19, the on-trade channel declined, particularly in Western Europe. In 2022, the channel rebounded following the end of restrictions in most markets, excluding China, and on-trade volumes accounted for around 25 per cent. of total volumes.

In all markets, the Group strives to serve customers in the most cost-efficient way possible while maintaining appropriate service levels.

In Western Europe, product handling is conducted in accordance with quality standards, and warehouse operations are enhanced by automation to improve storage and handling capacity. Distribution to retailers and wholesalers is accomplished either by using trucks owned or leased by the Group, driven and unloaded by employees of the Group, or by using third-party providers of transportation services.

In Asia, distribution varies from country to country: in Malaysia, Singapore and China, the distribution network is primarily through wholesalers with direct deliveries to the major retail chains, but in Hong Kong the distribution is direct with a smaller part going through third-party wholesalers.

In Central & Eastern Europe, Carlsberg Breweries services the traditional off-trade through distributors and wholesalers, while having direct distribution to the major retail chains.

The adoption of e-commerce and digital sales platforms has increased in recent years, albeit from a low base. Carl's Shop – the Group's online business-to-business platform serving its on-trade customers – first launched in 2018 in Western Europe. The platform is now available in eleven markets across the three regions (Western Europe, Asia and Central & Eastern Europe). In 2022, revenue on the platform grew by 51 per cent.

The sales system varies between regions. As an example, in Western Europe, the Group uses telephone sales calls to serve the on-trade business as well as Carl's Shop, while the off-trade business is principally served by sales representative visits. Daily customer sales development in the larger outlets is generally handled by the field sales force and the agreements and negotiations with major key accounts, including category and promotional activities, are generally handled by the Group's key account managers.

## Licensing and Export

Licences issued by the Group grant authority to third-party licensees to manufacture, package, sell and market in a particularly assigned territory (usually a country). The license covers only a particular brand and that brand is agreed to be produced under strict rules and technical requirements provided and monitored by Group headquarters. The Group also accesses new markets through international distribution agreements.

The Group has third party licensing and export agreements in more than 100 countries. These agreements focus primarily on the Group's international premium portfolio, consisting of the brands Carlsberg, Tuborg, Somersby, 1664 Blanc, Grimbergen and Brooklyn. In addition, the Group has various regional third-party export agreements for local brands, such as Moussy, Holsten and Skol among many others. In total, the export and license business accounted for approximately 10 per cent. of the Group's total volumes in 2022. The export and license business is important to building the global presence and awareness of the Group's brands. In connection with the acquisition of activities from S&N exclusive, long-term licensing agreements were entered into with Heineken regarding the acquired brands Kronenbourg and Grimbergen for the markets in the UK and Belgium, respectively.

## Carlsberg's Global Operations

The Group's operations consist of brewery activities in three geographical regions: Western Europe, Asia and Central & Eastern Europe. The beer markets in these regions vary, in particular in relation to growth rates, consumption per capita and the types of beers consumed. Consequently, the regions' contributions to the Group's growth, earnings and development differ significantly.

The following table shows the breakdown by Volumes of beer, net revenue and operating profit between the Group's three geographic regions for the year ended 31 December 2022.

	Year ended 31 December 2022		
	Total Volume	Net revenue	Operating Profit
	(Million hl)	(DKK million)	
Western Europe	44.4	34,888	4,966
Asia	48.3	23,682	5,435
Central & Eastern Europe	32.7	11,679	2,282

## Western Europe

### Overview

Carlsberg is a large brewer in Western Europe. The region mainly comprises mature markets and is generally characterised by well-established retail structures and a strong tradition of beer consumption in most markets.

While market volumes historically have been declining, the region is now seeing improving beer category dynamics as a result of innovations, increased interest in craft & speciality beers and alcohol-free brews.

In 2022, Western Europe accounted for 35 per cent. of Group volumes.

### ***Denmark***

Carlsberg Denmark is wholly owned by the Group and is the largest brewer in Denmark. The Group's largest brands in Denmark are Tuborg and Carlsberg. Carlsberg Denmark also bottles, distributes and sells the Coca-Cola Company brands in Denmark. Carlsberg Denmark distributes most of its products directly to on-trade and off-trade customers.

### ***Norway***

Ringnes in Norway is wholly owned by the Group and is the largest brewer in Norway. The Group's largest brands in Norway are Tuborg, Ringnes and Frydenlund. Ringnes also bottles, distributes and sells PepsiCo products in Norway. Ringnes distributes most of its products directly to on-trade and off-trade customers.

### ***Sweden***

Carlsberg Sverige is wholly owned by the Group. The Group holds a very strong market position in Sweden and its largest brands are Carlsberg, Falcon, Pripps and Eriksberg. Carlsberg Sverige also bottles, distributes and sells PepsiCo brands in Sweden and is the owner of Ramlosa mineral water, which is sold internationally. Distribution is outsourced.

### ***Finland***

Sinebrychoff in Finland is wholly owned by the Group and is the largest brewer in Finland. The Group's largest brands in Finland are Karhu and Koff. Sinebrychoff also bottles, distributes and sells the Coca-Cola Company brands in Finland, as well as a range of other non-beer brands including cider and the Battery energy drink. Sinebrychoff distributes most of its products directly to on-trade and off-trade customers.

### ***United Kingdom***

In November 2020, Carlsberg Marston's Brewing Company (CMBC) was formed as a result of a joint venture between the Carlsberg Group (60 per cent. ownership) and Marston's PLC (40 per cent. ownership). It is the fourth largest brewer in the UK. Its brand portfolio includes Carlsberg, Marston's Pedigree, Tetley's, Hobgoblin and Poretti in addition to the licensed brands San Miguel and Estrella Damm. CMBC operates its own inhouse logistics network in addition to use of a third-party logistics operator to distribute its products.

### ***France***

Kronenbourg is wholly owned by the Group and is the second-largest brewer in France. The Group's largest brands in France are 1664, 1664 Blanc, Kronenbourg, Grimbergen, Tourtel and Carlsberg. Distribution is primarily through wholesalers / distributors.

### ***Germany***

Carlsberg Deutschland is wholly owned by the Group, with sales mainly in northern Germany. On 1 January 2021, Carlsberg Deutschland acquired the Wernesgrüner Brewery in Germany. The Group's brand portfolio includes Lübzer, Holsten, Astra, Carlsberg and Wernesgrüner. Distribution is through wholesalers / distributors.

### ***Switzerland***

Feldschlösschen is wholly owned by the Group and is the largest brewer in Switzerland. The Group's largest brands in Switzerland are Feldschlösschen and Cardinal, two of the leading brands in the Swiss beer market. Feldschlösschen distributes most of its products via direct distribution.

### ***Poland***

Carlsberg Polska is the third largest brewer in Poland. The Group's largest brands in Poland are Harnas, Kasztelan, Okocim, Carlsberg and Somersby. Carlsberg Polska distributes most of its products through wholesalers.

### ***Portugal***

The Group's owns 60 per cent of Super Bock Group. As part of the ownership is through 28.5 per cent. stake in Viacer, the holding company owning 56 per cent. of Super Bock Group, Super Bock Group is an associate. Super Bock Group's leading beer brand is Super Bock and Somersby in the Cider segment. Super Bock Group distributes through third-party wholesalers and through its own distribution network.

### **Asia**

#### ***Overview***

The importance of Asia for the Group has increased significantly and in 2022, the region accounted for 39 per cent. of total Group volumes. Over the years, the Group has expanded its presence in the region, both organically and through acquisitions, leading to a very attractive regional footprint.

The Asian markets are very diverse but offer considerable prospects for growth, underpinned by young populations, urbanisation, rising disposable income levels and growing economies. However, as many Asian markets are emerging markets, development can be subject to volatility.

Both the on-trade and off-trade channels are characterised by a strong traditional outlet segment but with the modern outlet segment growing in most markets.

#### ***China***

China is the largest beer market in the world. The Group is the leading brewer in western China and the fifth largest brewer in the country as a whole.

In December 2020, the material asset restructuring of the Group's Chinese assets was concluded. The Group's Chinese assets and those of Chongqing Brewery Company ("CBC") are now owned by Carlsberg Chongqing Breweries Company ("Jianiang"). Jianiang is owned 49 per cent. directly by the Carlsberg Group and 51 per cent. by CBC, the latter being listed on the Shanghai Stock Exchange. Carlsberg is the controlling shareholder in CBC, owning 60 per cent. of the shares. Consequently, Carlsberg's total economic interest in Jianiang following completion of the restructuring is 79 per cent.

In 2017, the Group began an expansion outside its core western provinces by entering big cities using an asset-light model. This model implies that the sourcing of products will happen from the existing brewery network and does therefore not require additional brewing capacity.

The Group's brands in China include local brands, such as Wusu, Chongqing, Dali and Xixia, and the international premium brands Tuborg, Carlsberg, 1664 and 1664 Blanc. A key driver of recent years' revenue growth has been the growth of these international brands and selected local premium brands, in particular Wusu.

The Group's products are distributed primarily through wholesalers supported by a strong presence of the Group's own sales offices.

In Hong Kong, the Group sells its products through the Group's wholly-owned subsidiary, Carlsberg Hong Kong Ltd. The Group's largest brands in Hong Kong are Skol and Carlsberg.

### ***India***

The Group is the third largest brewer in India, though with strong market positions in the seven states, where the Group operates own breweries. The Group markets the Tuborg and Carlsberg brands in India. The Tuborg brand has been very successful in India, and in 2015, it became the largest international brand in the country and the second largest beer brand overall.

The Indian business is fully owned by Carlsberg South Asia Pte Ltd (CSAPL), of which Carlsberg owns two thirds and CSAPL Holdings Pte Ltd (CSAPLH) owns one third of the shares. On 6 February 2023, CSAPLH issued a formal put notice to sell its 33 per cent. shareholding in CSAPL to the Group at a put option valuation amount of USD 744 million. For further details on the legal dispute with the Group's partner in CSAPL, please see "Litigation".

### ***Malaysia and Singapore***

The Group owns 51 per cent. of Carlsberg Malaysia, which is listed on the Kuala Lumpur Stock Exchange. Carlsberg Malaysia is the second largest brewer in Malaysia. Its main brand in Malaysia is Carlsberg which is the largest beer brand in the country. In Malaysia, the Group's products are distributed primarily through third-party wholesalers with direct deliveries to the major retail chains.

The sales and marketing company Carlsberg Singapore is wholly-owned by Carlsberg Malaysia. Most of the beer sold by Carlsberg Singapore is being brewed by its parent company, Carlsberg Malaysia. Carlsberg Singapore is the second largest beer company in Singapore. Carlsberg is the Group's largest brand in Singapore.

### ***Laos and Cambodia***

The Group has the leading market position in Laos and is the fourth-largest brewer in Cambodia.

In Laos, the Group owns 61 per cent. of the shareholding in Lao Brewery Co. Ltd. Lao Brewery markets the very strong Beerlao brand as well as the Carlsberg and Tuborg brands and holds the leading market share in the country.

In Cambodia, the Group has 100 per cent. ownership of Cambrew Ltd. An important part of the business in Cambodia is the non-beer products, with Cambrew being Pepsi bottler in the country. The Sting brand has been a particularly strong growth driver in recent years. In addition, Cambrew markets the local beer brand Angkor and Carlsberg brand.

### ***Nepal and Myanmar***

Gorkha Brewery holds a leading market position in Nepal. Its main brand is the local Gorkha beer brand. The Group has a 60 per cent. stake in Gorkha Brewery through CSAPL. At the end of 2021, the Group ceased consolidation of the Nepalese business due to actions by the local minority shareholder, holding 10 per cent. of the shares, limiting the Group's influence on the business operations in violation of the Group's legal and contractual rights. The investment was remeasured at fair value and recognised as an investment in an associate.

In Myanmar, the Carlsberg Group has a partnership agreement with Myanmar Golden Star (MGS) Breweries, a local privately-owned leading beverage company. The Group owns 51 per cent. of Myanmar Carlsberg which opened its first greenfield brewery in 2015. Myanmar Carlsberg has launched a local brand, Yoma, and markets the Tuborg and Carlsberg brands.

### ***Vietnam***

The Group has 100 per cent. ownership of Carlsberg Vietnam Breweries Ltd. in Vietnam. The main brands are Huda and Halida. The Group also sells the Carlsberg and Tuborg brands in Vietnam. Distribution is primarily through wholesalers.

The Group also holds a 17 per cent. shareholding in Hanoi Beer Alcohol and Beverage Joint Stock Corporation's.

### ***Central & Eastern Europe***

#### ***Overview***

Central & Eastern Europe consists of a number of markets across southern and eastern Europe as well as the export and licence business.

The export and licence business services markets where the Group does not have its own breweries. These markets include Turkey, Australia, South Korea and Canada.

#### ***Ukraine***

Since the Russian invasion of Ukraine, the Group's first priority has been the health and safety of its approximately 1,300 local employees. The Group has three breweries in Ukraine. During 2022, the Group took several actions to support its employees professionally and privately. In addition, the Group has contributed with humanitarian support to the Ukrainian people, including providing shelter, transport, food and fresh water.

The Group's brand portfolio in Ukraine include the local power brands Lvivske and Slavutich and the international brands Tuborg, Carlsberg, 1664 Blanc and Grimbergen. Somersby held a number one market position in the cider category. In 2022, volumes in Ukraine declined by 20 per cent..

The Group's beer products are primarily distributed through third-party wholesalers and secondly via direct distribution.

#### ***Kazakhstan, Belarus and Azerbaijan***

In Kazakhstan, the Carlsberg Kazakhstan brewery produces and sell the local power brands Bolshava, Kruzhka and Derbes.

In Belarus, Brewery Alivaria produces and sell the local brand Alivaria in addition to Zatecky Gus and Tuborg.

In Azerbaijan, the Carlsberg Azerbaijan Brewery produces and sells the local power brands Afsana and Xirdalan.

The Group's beer products are primarily distributed through third-party wholesalers and secondly via direct distribution.

#### ***The Baltic Countries***

Through its subsidiaries in Estonia, Latvia and Lithuania, the Group has a number one or two position in the Baltic markets. Saku is the largest brand in the Group's Estonian portfolio. Aldaris and Apinitis are the Group's best-selling beer brands in Latvia, while the Group's main brands in Lithuania are Svyturys and Utenos brands.



### ***Italy and Greece***

Carlsberg Italia is wholly owned by the Group and holds a number five position in Italy. The Group's portfolio of brands in Italy includes Poretti and Tuborg. Carlsberg Italia distributes its on-trade products through its own Carlsberg Horeca set-up in which part of the volume goes through independent wholesalers.

The Group owns 100 per cent. of Olympic Brewery, which is the second largest brewer in Greece. Its largest brands are Fix, Mythos, Kaiser and Somersby. Distribution is a combination of direct store delivery and distributors / wholesalers.

### ***South East Europe***

The Group wholly owns breweries in Serbia, Croatia and Bulgaria.

Carlsberg Serbia is the third largest brewer in Serbia, producing and selling the local LAV brand and the Carlsberg and Tuborg brands.

Carlsberg Croatia is the third largest brewer in Croatia, producing and selling the local PAN brand and the Carlsberg and Tuborg brands.

Carlsberg Bulgaria is the largest brewer in Bulgaria, producing and selling the local Pirinsko and Shumensko and brands and the Carlsberg and Tuborg brands.

In South East Europe, the Group's products are distributed through a combination of direct store delivery and distributors / wholesalers.

### **Russia**

In 2000, Carlsberg Breweries gained 50 per cent. ownership of the Russian business following the formation of the Carlsberg Breweries joint venture with Orkla. In 2008, the Group obtained majority ownership. In light of the Russian invasion of Ukraine, on 9 March 2022 the Group announced a strategic review of the Group's presence in Russia. Based on this review on 28 March 2022, the Group announced its decision to seek a full disposal of the business in Russia. From an accounting perspective, the business is treated as an asset held for sale and is not included in the Group's revenue and operating profit.

In 2022, the business in Russia reported revenue of DKK 10.2 billion and a net result of DKK -6.5 billion due to an impairment loss of DKK 8.4 billion.

### **Competition**

The competitive landscape varies from market to market. In some markets, such as the Nordic markets and western China, Carlsberg competes mainly with local players and local beer brands. In most markets, though, the Group competes mainly with large leading international brewers and their local and international brands.

### **Regulatory Environment**

The Group's business is subject to a comprehensive regulatory framework applicable to the brewing industry including local, regional, EU and international standards, rules and regulations covering such areas as environmental protection, competition, and health and safety at work. Several of Carlsberg's markets feature restrictions on advertising and other communication to consumers or regulation of behaviour in places where products are used. There can also be restrictions on sales, for example based on consumers' age. Changes in these rules can, in isolation, entail a risk of a decrease in sales in these markets. See "Risk Factors – Risks Related to the Group's Industry – Changes in existing regulations, increased regulation or failure to comply

with existing licensing, trade and other regulations could have a material adverse effect on the Group's business, results of operations, cash flows or financial condition.”

The Group works both independently and together with other breweries to limit the negative consequences of inappropriate use of alcoholic products, and actively promotes responsible sales and consumption.

## **Insurance**

The Group is able to obtain insurance coverage for its operations at levels that Management considers to be prudent. Management believes that the Group's insurance coverage is adequate and is in accordance with the Group's insurance policy. The Group's captive insurance programme, Carlsberg Insurance A/S, insures a part of the Group's all-risk insurance programme.

## **Litigation**

The Group operates in very competitive markets where consolidation is taking place within the industry and among the Group's customers and suppliers, all of which in different ways influences the Group's business. In the ordinary course of business, the Group is party to certain lawsuits, disputes etc. of various scopes, some of which are referred to below. The resolution of these lawsuits, disputes etc. is associated with uncertainty, as they depend on legal proceedings, such as negotiations between the parties affected, governmental actions and court rulings.

In 2014, the Federal Cartel Office in Germany issued a decision and imposed a fine of EUR 62 million for alleged infringement of the competition rules in 2007. In April 2019, Carlsberg was acquitted from the fine. Upon appeal by the authorities, in July 2020, the Federal Supreme Court set aside the acquittal and referred the case back to the competent court for new proceeding. On 3 May 2023, the Group reached a settlement with respect to this case which resulted in a final judgment from the German High Court ordering Carlsberg Deutschland to pay EUR 50 million. While the Group still strongly disagrees with the original charges and maintains its innocence, it agreed to the settlement in order to be able to fully focus again on the future of Carlsberg Deutschland and its core business of brewing beer.

In July 2019 and November 2021, the Portuguese Competition Authority issued two decisions and imposed a combined fine of EUR 57 million for alleged infringement of the competition rules by the Group's associate in Portugal. The associate in Portugal is appealing the decisions from the Portuguese Competition Authority.

Further, the French Competition Authority initiated in 2021 an investigation into an alleged infringement of the competition rules in connection with the BPA-ban introduced in France in 2015. Carlsberg received a statement of objection in October 2021 and Carlsberg provided its reply to the statement of objection on 7 February 2022 and awaits the final decision from the French Competition Authority after a further hearing took place 16-18 January 2023.

Carlsberg has ongoing legal disputes with its partner in Carlsberg South Asia Pte Ltd (“CSAPL”), in which Carlsberg has 67 per cent. ownership and the Group's partner, CSAPLH, has 33 per cent. ownership. CSAPL owns 100 per cent. of the Group's business in India and 90 per cent. of Carlsberg's business in Nepal. At the request of CSAPLH, the disagreements were referred to arbitration in Singapore. A liability award was issued by the arbitration tribunal on 4 May 2022. Carlsberg considers its position to be entirely vindicated by the liability award and is satisfied with this outcome. A put option valuation was released by the valuers on 6 February 2023, stating a value for CSAPLH's shares in CSAPL of USD 744 million. CSAPLH has on 6 February issued a formal put notice to sell its 33per cent. shareholding in CSAPL to the Group at the put option valuation amount. The Group has disputed the put option valuation and the two parties have agreed to refer the issue to arbitration.

There is a significant risk related to these cases due to the inherent uncertainty. Management and the general counsel continuously assess these risks and their likely outcome. It is the opinion of management and the general counsel that the outcome of these lawsuits, disputes etc. cannot be reliably estimated in terms of amount or timing. The Group does not expect the ongoing lawsuits and disputes to have a material impact on the Group's financial position.

## Supervisory Board

The Supervisory Board of the Issuer consists of seven members. The following table sets out the names of the directors, their functions and their other principal activities outside of the Issuer.

<b>Name</b>	<b>Function</b>	<b>Other Principal Activities</b>
Henrik Poulsen	Chair	<p>Senior Advisor to A.P. Møller Holding since February 2021. From 2012 to 2020, he served as CEO and President of Ørsted A/S. Prior to that, Mr Poulsen was CEO and President of TDC Group, Operating Executive of Capstone, Kohlberg Kravis Roberts &amp; Co. and held different executive roles with LEGO. Before joining LEGO, he worked at McKinsey &amp; Co. in Copenhagen and New York.</p> <p>Henrik Poulsen is Deputy Chair of the Board of Directors of ISS A/S and member of the Boards of Directors of Ørsted and Novo Nordisk. He is a member of the Supervisory Board of Bertelsmann SE &amp; Co. He is also Chair of the Board of Directors of Faerch Group, member of the Board of Directors of Novo Holding and Deputy Chair of the Supervisory Board of Carlsberg A/S. First elected 2021.</p>
Majken Schultz	Deputy Chair	<p>Chair of the Board of Directors of the Carlsberg Foundation. Professor, Ph.D., Copenhagen Business School.</p> <p>Majken Schultz is member of the Board of Realdania. First elected 2022.</p>
Cees 't Hart	CEO	<p>Prior to joining Carlsberg in 2015, Cees was CEO of the Dutch dairy company Royal FrieslandCampina, a position he had held since 2008. Prior to FrieslandCampina, Cees spent 25 years with Unilever, holding management</p>

		positions across Eastern Europe, Western Europe and Asia. Chairman of the Board of Directors of KLM and member of the Board of Directors of AFKLM. First elected 2015.
Ulrica Fearn	CFO	Ulrica joined the Carlsberg Group on 1 January 2023. Before joining Carlsberg, Ulrica was CFO of Equinor, Norway. Prior to Equinor, she was Director, Group Finance at BT Group. She began her career at Diageo, where she spent almost 20 years in various senior finance and other management roles across Europe, APAC and the USA. First elected 2023.
Eva Vilstrup Decker	Employee representative	Carlsberg Breweries A/S. First elected 2002. Re-elected in 2022.
Thomas Paludan-Müller	Employee representative	Carlsberg Breweries A/S. First elected as alternate 2018, joined the Board 2020. Re-elected in 2022.
Peter Petersen	Employee representative	Carlsberg Supply Company Denmark A/S. First elected 2022.

The Supervisory Board appoints the Executive Board. The Executive Board of the Issuer currently comprises Cees 't Hart and Ulrica Fearn. The Executive Board meets on a regular basis with the Supervisory Board in order to discuss overall strategy for the business.

The business address for each member of the Supervisory Board and Executive Board is J.C. Jacobsens Gade 1, 1799 Copenhagen V, Denmark.

The CEO of the Group, Cees 't Hart has decided to retire and has informed the Supervisory Board of his intention to leave Carlsberg by the end of Q3 2023 at the latest.

On 16 March 2023, the Group announced that Jacob Aarup-Andersen will join the Group as CEO, replacing Cees't Hart. His starting date will be announced later.

Jacob Aarup-Andersen, who is Danish, joins Carlsberg from ISS A/S, where he has served as CEO since 2020. ISS is a global leader in facility management with 360,000 employees operating in 60 countries globally. At ISS, Jacob has led a financial turnaround and the development of a strategy with a core focus on technology and digitisation, sustainability and diversity, equity and inclusion. During his tenure at ISS, the company regained its growth momentum, with ISS' 2022 results above expectations. Prior to ISS, Jacob had held senior leadership roles at Danske Bank and Danica Pension. Before that, Jacob worked as an investment professional in firms such as Danske Capital, TPX-Axon Capital, Montrica Investment Management and Goldman Sachs.

The Issuer is not aware of any potential conflicts of interest between the duties to the Issuer of the persons listed above and their private interests or other duties.

## TAXATION

Persons considering the purchase, ownership or disposition of the notes should consult their own tax advisers concerning the tax consequences in the light of their own particular situations. No representations with respect to the tax consequences of any particular Noteholder are made hereby.

### **Kingdom of Denmark**

*The following is a summary description of the taxation in Denmark of the Notes according to the Danish tax laws in force at the date hereof and is subject to any changes in law and the interpretation and application thereof, which changes could be made with retroactive effect. The following summary does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to acquire, hold 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. Potential investors are under all circumstances strongly recommended to contact their own tax advisor to clarify the individual consequences of their investment in, holding of and disposal of the Notes. The Issuer makes no representations regarding the tax consequences of purchase, holding or disposal of the Notes.*

In the below it is assumed that the Notes actually issued qualify as ordinary debt instruments for Danish tax purposes.

The Notes may not constitute debt instrument for Danish tax purposes if the relevant final terms of the Notes contain terms which are unusual for debt instruments, for example that the Notes are issued with no fixed maturity date (i.e. perpetual Notes) or with an extremely long maturity date. Generally, Danish tax law adheres to the civil law qualification and as the Notes from a civil law perspective constitute debt instruments, they should, generally, be recognised accordingly for tax purposes, but the determination will depend on the final terms of the Notes.

If the Notes were not to constitute debt instruments for Danish tax purposes, then the tax treatment of the Notes, including whether the payments under the Notes would be subject to Danish withholding tax, would depend on how the Notes were qualified for Danish tax purposes. This qualification would depend on the final terms of the Notes.

### **Danish Withholding Tax**

Under existing Danish tax laws and subject to the general anti-abuse rule described below, no general withholding tax or coupon tax will apply to payments of interest or principal or other amounts due on the Notes, other than in certain cases on payments in respect of controlled debt in relation to the Issuer. Subject to the general anti-abuse rule described below, this will not have any impact on holders of Notes who are not "affiliated" with the Issuer pursuant to chapter 4 of the Danish Tax Control Act (Consolidated Act no. 283 of 2 March 2022, as amended) (i.e., the definition of when parties are "affiliated" is broad and includes e.g. situations where they control or are controlled by the Issuer or are controlled by the same group of shareholders as the Issuer). This withholding tax also applies to certain capital gains on the Notes to the extent a holder of the Notes is "affiliated" with the Issuer as set out above.

### **Taxation of Residents in Denmark**

Under existing Danish tax laws, private individuals, including persons who are engaged in financial trade, and companies, funds and similar entities, who are domiciled in Denmark for tax purposes, are (save for certain exceptions) liable to pay tax on capital gains on the Notes and on payments of interest under the Notes.

### **Taxation of Non-residents**

Subject to the general anti-abuse rule described below, under the Danish tax laws in effect as of the date of this Base Prospectus, payments of interest or principal amounts to any non-resident holders of Notes are not subject to taxation in Denmark, no withholding tax will be payable with respect to such payments and any capital gain realised upon the sale, exchange or retirement of a Note will not be subject to taxation in Denmark, other than in certain cases on payments in respect of controlled debt in relation to the Issuer as referred to under “Danish Withholding Tax” above.

This tax treatment applies solely to holders of Notes who are not subject to full tax liability in Denmark or included in a Danish (international or national) joint taxation scheme and do not carry out business in Denmark through a permanent establishment to which the Notes are attributable.

### **General Anti-abuse Rule**

Pursuant to section 3 of the Danish Tax Assessments Act (Consolidated Act no. 42 of 13 January 2023, as amended), an arrangement or series of arrangements (i) not entered into for commercial reasons reflecting the underlying economic reality and (ii) which are implemented for the primary purpose of obtaining, or one of the primary purposes of which is to obtain, a tax benefit which is against the purpose and intent of the tax laws should be ignored for purposes of calculating the Danish tax liability. The general anti-abuse rule in Section 3 of the Danish Tax Assessments Act was enacted into Danish tax law in 2019, however, it remains unclear how the rule could be applied. If a holder of Notes, whether resident in Denmark or not, is considered to have taken part in an arrangement that is covered by Section 3 of the Danish Tax Assessments Act this could result in Danish tax implications for such holder under the Notes, including the application of withholding tax to payments made to such holder under the Notes.

### **Luxembourg**

The following is a general description of certain Luxembourg tax laws relating to the Notes as in effect and as applied by the Luxembourg tax authorities as at the date hereof and does not purport to be a comprehensive discussion of the tax treatment of the Notes.

Prospective investors should consult their own professional advisers on the implications of making an investment in, holding or disposing of Notes and the receipt of interest with respect to such Notes under the laws of the countries in which they may be liable to taxation.

### **Withholding tax**

Under Luxembourg tax law currently in effect and subject to the exception below, there is no Luxembourg withholding tax on payments of interest (including accrued but unpaid interest) or repayments of principal of the Notes.

In accordance with the law of 23 December 2005 (as amended), interest payments made by Luxembourg paying agents to Luxembourg beneficial owners individual residents are subject to a 20 per cent. withholding tax. Responsibility for withholding such tax will be assumed by the Luxembourg paying agent.

### **FATCA Withholding**

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986 (as amended), commonly known as FATCA, a “foreign financial institution” 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 is not a foreign financial institution for these purposes. A number of jurisdictions (including Denmark)

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 the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the 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 the 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 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 filed with the U.S. Federal Register generally would be “grandfathered” for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the issuer). Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes.

## SUBSCRIPTION AND SALE

### Overview of Dealer Agreement

Offerings of Notes will be made subject to the terms and on the conditions contained in a dealer agreement dated 10 May 2023 (the “Dealer Agreement”) between the Issuer, the Permanent Dealers and the Arranger. However, the Issuer has reserved the right to sell Notes directly on its own behalf to Dealers that are not Permanent Dealers. The Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Dealer Agreement also provides for Notes to be issued in syndicated Tranches that are jointly and severally underwritten by two or more Dealers.

The Issuer will pay each relevant Dealer a commission as agreed between them in respect of Notes subscribed by it. The Issuer has agreed to reimburse the Arranger for its expenses incurred in connection with the update of the Programme and the Dealers for certain of their activities in connection with the Programme. The Issuer has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Notes. The Dealer Agreement entitles the Dealers to terminate any agreement that they make to subscribe Notes in certain circumstances prior to payment for such Notes being made to the Issuer.

### Selling Restrictions

#### United States

The Notes have not been and will not be registered under the Securities Act, 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 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 (“Regulation S”).

Notes in bearer form having a maturity of more than one year 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 (as amended) and the U.S. Treasury Regulations promulgated thereunder.

The applicable Final Terms will identify whether TEFRA C rules or TEFRA D rules U.S. Treasury regulation §1.163-5(c)(2)(i)(C) (or any successor rules in substantially the same form as such rules for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended) (“TEFRA C”) or United States Treasury Regulation §1.163-5(c)(2)(i)(D) (or any successor rules in substantially the same form as such rules for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended) (“TEFRA D”) 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, except as permitted by the Dealer Agreement, it has not offered, sold or delivered and will not offer, sell or deliver the Notes of any identifiable Tranche (i) as part of their distribution at any time or (ii) otherwise until 40 days after completion of the distribution of such Tranche as determined, and certified to the Issuer, by the Fiscal Agent, or in the case of Notes issued on a syndicated basis, the Lead Manager, within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each dealer to which it sells 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.



In addition, until 40 days after the commencement of the offering of the Notes, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

### **United Kingdom**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (i) in relation to any Notes which have a maturity of less than one year, (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (b) 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 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;
- (ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- (iii) 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 UK.

### **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 “Financial Instruments and Exchange Act”). Accordingly, 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 and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and other relevant laws and regulations and of Japan.

### **People’s Republic of China**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Notes are not being offered or sold and may not be offered or sold, directly or indirectly, in the People’s Republic of China (for such purposes, not including the Hong Kong and Macau Special Administrative Regions or Taiwan), except as permitted by the applicable laws of the People’s Republic of China.

### **Prohibition of Sales to EEA Retail Investors**

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 MiFID II;
  - (ii) a customer within the meaning of the Insurance Distribution Directive, 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.

#### **Prohibition of Sales to UK Retail Investors**

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 relevant 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 the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of UK MiFIR;
  - (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.

#### **Singapore**

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 Monetary Authority of Singapore. Accordingly, 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 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 (a) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the “SFA”)), pursuant to Section 274 of the SFA, (b) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or to any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (i) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(c)(ii) of the SFA;
- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law;
- (iv) as specified in Section 276(7) of the SFA; or
- (v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

### **Canada**

The Notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Base Prospectus (including any supplements or amendments thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

### **General**

These selling restrictions may be modified by the agreement of the Issuer and the Dealers following a change in a relevant law, regulation or directive. Any such modification will be set out in a supplement to this Base Prospectus, as well as in the relevant subscription agreement in the case of a syndicated issue of Notes, dealer's confirmation to the Issuer in the case of a non-syndicated issue of Notes, or supplemental dealer agreement, as the case may be.

Neither the Issuer nor any Dealer has made any representation that any action has been taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of the Base Prospectus or any other offering material, in any country or jurisdiction where action for that purpose is required.

Each Dealer has agreed that it shall, to the best of its knowledge, comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes the Base Prospectus, any other offering material, in all cases at its own expense.

## FORM OF FINAL TERMS

### Final Terms dated [●]

#### Carlsberg Breweries A/S

Legal entity identifier (LEI): 5493008YL42784DMWN61

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes] under the €6,000,000,000 Euro Medium Term Note Programme

**[MiFID II PRODUCT GOVERNANCE / Professional investors and eligible counterparties 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”); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. 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 eligible counterparties 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, as defined in the FCA Handbook Conduct of Business Sourcebook (“COBS”), 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 (the “EUWA”) (“UK MiFIR”); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any [person subsequently offering, selling or recommending the Notes (a “distributor”)] [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.]**

**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) [MiFID II]/[of Article 4(1) of Directive 2014/65/EU (as amended, “MiFID II”)]; (ii) a customer within the meaning of Directive (EU) 2016/97 (the “Insurance Distribution Directive”), 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, as amended (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 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; (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (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 Prospectus Regulation as it forms part of domestic law by virtue of the EUWA. Consequently, no key information document required by the PRIIPs Regulation 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.

[SINGAPORE SFA PRODUCT CLASSIFICATION: In connection with Section 309B 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 [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.)]

## PART A - CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 10 May 2023 [and the Base Prospectus Supplement dated [●]] which [together] constitute[s] a base prospectus (the “Base Prospectus”) for the purposes of Regulation (EU) 2017/1129 (the “Prospectus Regulation”). 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 such Base Prospectus [as so supplemented]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. The Base Prospectus [and the Base Prospectus Supplement] [has] [have] been published on the Issuer’s website [<https://www.carlsberggroup.com/investor-relations/debt-investor/bond-programme/bond-programme/>]<sup>1</sup>.]

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

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “Conditions”) contained in the Agency Agreement dated [original date] and set forth in the Base Prospectuses dated [24 May 2022/15 May 2020/8 May 2019/8 June 2017/19 May 2014] [and the Base Prospectus Supplement dated [●]]. 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 10 May 2023 [and the Base Prospectus Supplement dated [●]], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation, save in respect of the Conditions which are extracted from the Base Prospectus dated [original date] [and the Base Prospectus Supplement dated [●]] and are attached

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<sup>1</sup> This website is not incorporated by reference and does not form part of this Base Prospectus.

hereto. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectuses dated [*original date*] and 10 May 2023 [and the Base Prospectus Supplements dated [●] and [●]]. The Base Prospectuses [and the Base Prospectus Supplements] [has] [have] been published on the Issuer’s website [<https://www.carlsberggroup.com/investor-relations/debt-investor/bond-programme/bond-programme/>]<sup>2</sup>.]

*(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 sub paragraphs. Italics denote guidance for completing the Final Terms).*

*(When completing final terms or adding any other final terms or information consideration should be given as to whether such terms or information constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation).*

1	(i) Series Number:	[●]
	(ii) Tranche Number:	[●]
	(iii) [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/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 23 below, which is expected to occur on or about [ <i>date</i> ]] [Not Applicable]]
2	Specified Currency or Currencies:	[●] <sup>3</sup>
3	Aggregate Nominal Amount of Notes:	[●]
	(i) Series:	[●]
	(ii) Tranche	[●]
4	Issue Price:	[●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [ <i>insert date</i> ] ( <i>if applicable</i> )]
5	(i) Specified Denominations <sup>4 5</sup>	[[●] and integral multiples of [●] in excess thereof [up to and including [●]]. [No notes in definitive form will be issued with a denomination above [●]] <sup>6</sup>

<sup>2</sup> This website is not incorporated by reference and does not form part of this Base Prospectus.

<sup>3</sup> Use the abbreviation “CNY” for RMB Notes

<sup>4</sup> Notes (including notes denominated in sterling) in respect of which the issue proceeds are to be accepted by the issuer in the United Kingdom or whose issue otherwise constitutes a contravention of Section 19 FSMA and which have a maturity of less than one year must have a minimum redemption value of £100,000 (or its equivalent in other currencies).

<sup>5</sup> If the specified denomination is expressed to be €100,000 or its equivalent and multiples of a lower principal amount (for example €1,000), insert the additional wording as follows:

“€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].”

<sup>6</sup> The minimum denomination of each Note admitted to trading on a regulated market within the EEA and/or offered to the public in a Relevant Member State in circumstances which require the publication of a prospectus under the Prospectus Regulation will be €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency) or such other higher 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

	(ii) Calculation Amount:	[●]
6	(i) Issue Date:	[●]
	(ii) Interest Commencement Date:	[Specify/Issue Date/Not Applicable]
7	Maturity Date:	[Specify date or (for Floating Rate Notes/Fixed Rate RMB Notes) Interest Payment Date <i>falling in or nearest to the relevant month and year</i> ]
8	(i) Interest Basis:	[[●] per cent. Fixed Rate] [EURIBOR +/- [●] per cent. Floating Rate] [ISDA Determination] [Zero Coupon]  (further particulars specified below in paragraph [14]/[15]/[16])
	(ii) Step Up Event or Step Down Event:	[Applicable/Not Applicable]
	(iii) [Step Up Margin:	[●] per cent. per annum] <i>[Only applicable if item 8(ii) is applicable]</i>
9	Redemption/Payment Basis:	Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [●] per cent. of their nominal amount
10	Change of Interest or Redemption/Payment Basis:	[[●]/Not Applicable]
11	Put/Call Options:	[Investor Put] [Issuer Call] [Make Whole Call] [Change of Control Put Option] [Issuer Maturity Par Call] [(further particulars specified below) in paragraph(s) [17], [18], [19] [and] [20]] [Not Applicable]
12	[Date [Board] approval for issuance of Notes obtained:	[●] <i>(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes)</i>
13	Method of distribution:	[Syndicated/Non-Syndicated]

**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

14	<b>Fixed Rate Note Provisions</b>	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
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- (i) Rate[(s)] of Interest: [●] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrear]
- (ii) Interest Payment Date(s): [●] [and [●]] in each year commencing on [●], up to and including the Maturity Date
- (iii) [Interest Payment Date Adjustment: [Applicable/Not Applicable]]  
*(N.B. Only applicable for RMB Notes)*
- (iv) Additional Business Centre(s): [●] [Not Applicable]  
*(N.B. Only applicable for RMB Notes)*
- (v) Fixed Coupon Amount[(s)]: [●] per Calculation Amount<sup>7</sup>
- (vi) Broken Amount(s): [[●] per Calculation Amount payable on the Interest Payment Date falling [in/on] [●]]  
[Not Applicable]
- (vii) Day Count Fraction: [30/360]  
[Actual/Actual]  
[Actual/Actual (ICMA/ISDA)]  
[Actual/365 (Fixed)] *(N.B. Applicable to RMB Notes)*  
[Actual/360]  
[30/360]/[360/360]/[Bond Basis]  
[30E/360]/[Eurobond Basis]  
[30E/360 (ISDA)]
- (viii) Determination Dates: [[●] in each year *(insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA))*]  
[Not Applicable]

15 **Floating Rate Note Provisions**

[Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*

- (i) Interest Period(s): [●]
- (ii) Specified Interest Payment Dates: [●]
- (iii) First Interest Payment Date: [●]
- (iv) Interest Period Date: [[●]/Not Applicable]  
(Not applicable unless different from Interest Payment Date)
- (v) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day

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<sup>7</sup> For RMB denominated Fixed Rate Notes where the Interest Payment Dates are subject to modification the following alternative wording is appropriate: "Each Fixed Coupon Amount shall be calculated by multiplying the product of the Rate of Interest and the Calculation Amount by the Day Count Fraction and rounding the resultant figure to the nearest CNY0.01, CNY0.005, being rounded upwards.

	Convention/Preceding Business Day Convention]
(vi) Business Centre(s):	[•]
(vii) Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/ISDA Determination]
(viii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Agent):	[[•]/Not Applicable]
(ix) Screen Rate Determination:	
• Reference Rate:	[SONIA Compounded Index Rate / SONIA Compounded Daily Reference Rate [with Observation Shift] / [with Lag] where “p” is: [ <i>specify number</i> ] London Business Days [ <i>being no less than [5] London Business Days</i> ] / [ <i>insert other applicable reference rates included in terms and conditions</i> ]
• Interest Determination Date(s):	[The last London Business Day of the relevant Observation Period / [2 London Business Days] prior to the first day in each Interest Period]
• Relevant Screen Page:	[[Bloomberg Screen Page : SONCINDEX] / <i>see pages of authorised distributors for SONIA Compounded Index Rate</i> ] or [Bloomberg Screen Page : SONIO/N Index] / <i>SONIA Compounded Daily Reference Rate as applicable</i> ] [•]
• Relevant Fallback Screen Page :	[[Bloomberg Screen Page : SONIO/N Index] / <i>see pages of authorised distributors for SONIA Compounded Daily Reference Rate as applicable</i> ] [•]]
(x) ISDA Determination:	[[•]/Not Applicable]
• Floating Rate Option:	[•]
• Designated Maturity:	[•]
• Reset Date:	[•]
(xi) [Linear Interpolation	Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation ( <i>specify for each short or long term interest period</i> )
(xii) Margin(s):	[+/-][•] per cent. per annum
(xiii) Minimum Rate of Interest:	[[•] per cent. per annum/Not Applicable]
(xiv) Maximum Rate of Interest:	[[•] per cent. per annum/Not Applicable]
(xv) Day Count Fraction:	[30/360] [Actual/Actual] [Actual/Actual (ICMA/ISDA)] [Actual/365 (Fixed)] ( <i>N.B. Applicable to RMB Notes</i> )

		[Actual/360] [30/360]/[360/360]/[Bond Basis] [30E/360]/[Eurobond Basis] [30E/360 (ISDA)]
16	<b>Zero Coupon Note Provisions</b>	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Amortisation Yield:	[●] per cent. per annum
17	<b>Call Option</b>	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Optional Redemption Date(s):	[●]
	(ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s):	[●] [per Calculation Amount]
	(iii) If redeemable in part:	
	(a) Minimum Redemption Amount:	[[●] per Calculation Amount/Not Applicable]
	(b) Maximum Redemption Amount:	[[●] per Calculation Amount/Not Applicable]
	(iv) Notice period:	[[●]/Not Applicable]
18	<b>Make Whole Call Option</b>	[Applicable/Not Applicable]
	(i) Notice period:	[[●]/Not Applicable]
	(ii) Margin:	[[●]/Not Applicable]
	(iii) Reference Dealers:	[[●]/Not Applicable]
	(iv) Reference Stock:	[[●]/Not Applicable]
	(v) Determination Time:	[[●]/Not Applicable]
	(vi) Determination Date:	[[●]/Not Applicable]
19	<b>Issuer Maturity Par Call</b>	[Applicable/Not Applicable]
	(i) Notice period:	[●]
	(ii) Issuer Maturity Par Call Commencement Date:	[●]
20	<b>Put Option</b>	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Optional Redemption Date(s):	[●]
	(ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s):	[●] per Calculation Amount
	(iii) Notice period:	[[●]/Not Applicable]
21	<b>Change of Control Put Option</b>	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-</i>

		<i>paragraphs of this paragraph)</i>
	(i) Optional Redemption Date(s):	The date falling [●] days after the last day of the Change of Control Period.
	(ii) Change of Control Redemption Amount(s):	[●] per Calculation Amount
22	<b>Final Redemption Amount of each Note</b>	[●] per Calculation Amount
23	<b>Early Redemption Amount</b>	
	Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on event of default or other early redemption:	[●] per Calculation Amount

#### GENERAL PROVISIONS APPLICABLE TO THE NOTES

24	<b>Form of Notes:</b>	<b>[Bearer Notes]:</b>  [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note]  [Temporary Global Note exchangeable for Definitive Notes on or after the Exchange Date] <sup>8</sup>  [Permanent Global Note exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note]
		<b>[Registered Notes]:</b>  Registered Note registered in the name of a nominee for [a common depository for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg (that is, held under the NSS)]
25	New Global Note:	[Yes]/[No]
26	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 subparagraph 15(v) relates]
27	Talons for future Coupons to be attached to Definitive Notes (and dates on which	[Yes, as the Notes have more than 27 coupon payments. Talons may be required if on exchange

<sup>8</sup> Please note that (to ensure that exchange for definitives in these circumstances cannot occur when the notes have multiple denominations above €100K – i.e. €101K, €102K etc.) the Clearing Systems require a footnote stating the following on wholesale programmes:

***“If the Temporary Global Note or Permanent Global Note is exchangeable for definitives at the option of the holder, the Notes shall be tradeable only in amounts of at least the Specified Denomination (or if more than one Specified Denomination, the lowest Specified Denomination) provided in paragraph 5 and multiples thereof”.***

	such Talons mature):	into definitive form, more than 27 coupon payments are still to be made]/[No]
28	If syndicated, names of Managers:	[Not Applicable/give names]
29	If non-syndicated, name of Dealer:	[Not Applicable/give names]
30	U.S. Selling Restrictions:	[Reg. S Compliance Category; TEFRA C/TEFRA D/TEFRA not applicable]

**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 Carlsberg Breweries A/S:

.....

By: [●]  
Duly authorised

## PART B - OTHER INFORMATION

### 1 Listing and Admission to Trading

- (i) Admission to trading and listing: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to listing on the [official list] of the [*Bourse de Luxembourg* market] and to be admitted to trading on the [[●] segment of / *Bourse de Luxembourg* market] 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 [[●] segment of / *Bourse de Luxembourg* market] with effect from [●].] [Not Applicable.]
- (Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.)
- (ii) Estimate of total expenses related to admission to trading: [●]

### 2 Ratings

- Ratings: The Notes to be issued [have been/are expected to be] rated:
- [Moody's Italia S.r.l.: [●]]
- [Fitch Ratings Ltd.: [●]]
- [Other]: [●]
- [[Moody's Italia S.r.l.] / [●] is established in the EU and registered under Regulation (EU) No 1060/2009 (as amended, the "CRA Regulation"), and is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website ([www.esma.europa.eu/page/List-registered-and-certified-CRAs](http://www.esma.europa.eu/page/List-registered-and-certified-CRAs)) in accordance with the CRA Regulation] /
- [[Fitch Ratings Ltd.] / [●] is not established in either the EU and is not registered under Regulation (EU) No 1060/2009, (as amended, the "CRA Regulation"); however, the rating it has given to the Notes is endorsed by [Fitch Ratings Ireland Limited]/[●], which is established in the EU and registered under the CRA Regulation]
- [The rating agenc[y/ies] above [has/have] published the following high-level description[s] of such rating[s]:
- A rating of [ ] by Moody's Italia S.r.l. is described by it as indicating [ ].
  - A rating of [ ] by Fitch Ratings Ltd. is described by it as indicating [ ].

### 3 Interests of Natural and Legal Persons Involved in the Issue/Offer

*(Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:)*

“[So far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.]”

[[●]]

*(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.)*

[Not Applicable]

### 4 Reasons for the Offer and Estimated Net Proceeds

Reasons for the Offer: [See “Use of Proceeds” in the Base Prospectus / Give details]  
[Green Notes – specify use of proceeds]

Estimated net proceeds: [●]

### 5 [Fixed Rate Notes only – YIELD

Indication of yield: [●]

### 6 Operational Information

ISIN: [●]

Common Code: [●]

Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant identification number: [Not Applicable/give name(s) and Number(s) [and address(es)]]

Delivery: Delivery [against/free of] payment

Names and address of initial Paying Agent(s)/ Calculation Agent(s): [●]

Names and addresses of additional Paying Agent(s)/ Calculation Agent(s) (if any): [●]

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]* 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.][*include this text if “yes” selected in which case bearer Notes must be issued in NGN form*] / [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 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.]



## GENERAL INFORMATION

- (1) Application has been made to the Luxembourg Stock Exchange for Notes issued under the Programme to be admitted to the Official List and to be admitted to trading on the Luxembourg Stock Exchange's regulated market.
- (2) The Issuer has obtained all necessary consents, approvals and authorisations in The Kingdom of Denmark in connection with the establishment and update of the Programme. The update of the Programme was authorised by the Supervisory Board of the Issuer and passed on 26 April 2023.
- (3) There has been no significant change in the financial performance or financial position of the Issuer or of the Group since 31 December 2022. There has been no material adverse change in the prospects of the Issuer or of the Group since 31 December 2022.
- (4) Save as disclosed on pages 97 – 98, neither the Issuer nor any of its Subsidiaries is nor 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) during the 12 months preceding the date of this Base Prospectus which may have or have had in the recent past significant effects on the financial position or profitability of the Issuer or the Group.
- (5) Each Bearer Note having a maturity of more than one year, Coupon and Talon will bear the following legend: "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".
- (6) Notes have been accepted for clearance through the Euroclear, Clearstream, Luxembourg (which are the entities in charge of keeping the records). The Common Code, the International Securities Identification Number (ISIN) and (where applicable) the identification number for any other relevant clearing system for each Series of Notes will be set out in the relevant Final Terms.
- (7) The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue J.F. Kennedy, L-1855 Luxembourg. The address of any alternative clearing system will be specified in the applicable Final Terms.
- (8) There are no material contracts entered into other than in the ordinary course of the Issuer's business, which could result in any member of the Issuer's Group being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to noteholders in respect of the Notes being issued.
- (9) Where information in this Base Prospectus has been sourced from third parties, this information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from the information published by such third parties no facts have been omitted which would render the reproduced information inaccurate or misleading. Such third parties have no material interests in the Issuer. The source of third party information is identified where used.
- (10) The issue price and the amount of the relevant Notes will be determined, before filing of the relevant Final Terms of each Tranche, based on the prevailing market conditions. The Issuer will not provide any post-issuance information, except if required by any applicable laws and regulations.
- (11) So long as Notes are outstanding, the following documents will be available, for inspection on the website of the Issuer ([www.carlsberggroup.com](http://www.carlsberggroup.com)):

- (i) the Agency Agreement (which includes the form of the Global Notes, the definitive Bearer Notes, the Certificates, the Coupons and the Talons);
- (ii) the Deed of Covenant;
- (iii) the Memorandum and Articles of Association of the Issuer;
- (iv) the published annual report and audited consolidated financial statements of the Issuer and the Group for the two financial years ended 31 December 2021 and 31 December 2022;
- (v) each Final Terms (save that Final Terms relating to a Note which is neither admitted to trading on a regulated market within the EEA nor offered in the EEA in circumstances where a prospectus is required to be published under the Prospectus Regulation will only be available for inspection by a holder of such Note and such holder must produce evidence satisfactory to the Issuer and the Fiscal Agent as to its holding of Notes and identity);
- (vi) a copy of this Base Prospectus together with any Supplement to this Base Prospectus or further Base Prospectus; and
- (vii) all reports, letters and other documents, balance sheets, valuations and statements by any expert any part of which is extracted or referred to in this Base Prospectus.

This Base Prospectus, any supplements to this Base Prospectus and Final Terms relating to Notes listed on the regulated market of the Luxembourg Stock Exchange, and the documents incorporated by reference herein shall also be available, in electronic format, on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com)). For the avoidance of doubt, unless specifically incorporated by reference into this Base Prospectus information contained on any website does not form part of this Base Prospectus. Copies of Final Terms relating to Notes which are admitted to trading on any other regulated market in the EEA, will be published in accordance with the rules and regulations of the relevant listing authority or stock exchange and otherwise in accordance with Article 21 of the Prospectus Regulation.

- (12) BNP PARIBAS, Luxembourg Branch whose offices are at 60, avenue J.F. Kennedy, L-1855, Luxembourg acts as listing agent for the Notes issued under the Programme. BNP PARIBAS, Luxembourg Branch, being part of a financial group providing client services with a worldwide network covering different time zones, may entrust parts of its operational processes to other BNP PARIBAS Group entities and/or third parties, whilst keeping ultimate accountability and responsibility in Luxembourg.
- (13) PricewaterhouseCoopers *Statsautoriseret Revisionspartnerselskab* of Strandvejen 44, 2900 Hellerup, Denmark and a member of the Danish Association of State Authorised Public Accountants (FSR) have audited, and issued an unqualified audit report on, the consolidated financial statements of the Issuer as of and for the years ended 31 December 2021 and 31 December 2022.

Financial information that has previously been published for any financial years or interim periods can differ from subsequently published financial information due to retrospective implementation of subsequent changes in accounting policies and other prospective adjustments made in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board and as endorsed by the European Union. Any such retrospective changes in respect of financial statements will be disclosed in the notes to the subsequently published financial statements to which reference is made.

- (14) The yield for any particular Series of Notes will be specified in the applicable Final Terms and will be calculated on the basis of the compound annual rate of return if the relevant Notes were to be

purchased at the Issue Price on the Issue Date and held to maturity. It is not an indication of future yield. Set out below is an example formula for the purposes of calculating the yield of Fixed Rate Notes or Zero Coupon Notes. The Final Terms in respect of any Floating Rate Notes will not include any indication of yield.

$$\text{Issue Price} = \text{Rate of Interest} \times \frac{1 - \left( \frac{1}{(1 + \text{Yield})^n} \right)}{\text{Yield}} + \left[ \text{Final Redemption Amount} \times \frac{1}{(1 + \text{Yield})^n} \right]$$

Where:

"Rate of Interest" means the Rate of Interest expressed as a percentage as specified in the applicable Final Terms and adjusted according to the frequency (and in the case of Zero Coupon Notes, means "0") i.e. for a semi-annual paying Note, the rate of interest is half the stated annualised rate of interest in the Final Terms;

"Yield" means the yield to maturity calculated on a frequency commensurate with the frequency of interest payments as specified in the applicable Final Terms (and in the case of Zero Coupon Notes, means Amortisation Yield as specified in the applicable Final Terms); and

"n" means the number of interest payments to maturity.

Set out below is a worked example illustrating how the yield on a Series of Fixed Rate Notes could be calculated on the basis of the above formula. It is provided for purposes of illustration only and should not be taken as an indication or prediction of the yield for any Series of Notes; it is intended merely to illustrate the way which the above formula could be applied.

Where:

$$n = 6$$

$$\text{Rate of Interest} = 3.875\%$$

$$\text{Issue Price} = 99.392\%$$

$$\text{Final Redemption Amount} = 100\%$$

$$99.392 = 3.875 \frac{1 - \left( \frac{1}{(1 + \text{Yield})^6} \right)}{\text{Yield}} + \left[ 100 \times \frac{1}{(1 + \text{Yield})^6} \right]$$

$$\text{Yield} = 3.99\% \text{ (calculated by iteration)}$$

The yield specified in the applicable Final Terms in respect of a Series of Notes will not be an indication of future yield.

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