

# Huhtamaki

HUHTAMÄKI OYJ

## Listing of EUR 500,000,000 Senior Unsecured 4.250 per cent. Sustainability-Linked Notes Due 2027

### The Notes are represented by units in denominations of EUR 100,000

On 9 June 2022, Huhtamäki Oyj (the “**Issuer**” or the “**Company**”) issued senior unsecured sustainability-linked notes with an aggregate principal amount of EUR 500,000,000 (the “**Notes**”) to professional clients and eligible counterparties based on an authorization given by the Issuer’s Board of Directors on 9 February 2022. The Notes are represented by units in denomination of EUR 100,000. The Notes were offered for subscription through a book-building procedure that was carried out on 1 June 2022 (the “**Offering**”). The maturity of the Notes is on 9 June 2027, unless the Issuer prepays the Notes in accordance with the terms and conditions of the Notes (the “**Terms and Conditions**”).

The prospectus for the Notes consists of this securities note (the “**Securities Note**”) and the Issuer’s registration document dated 9 June 2022 (the “**Registration Document**”) (the Securities Note and the Registration Document, including the documents incorporated by reference, jointly referred to as the “**Prospectus**”). The Prospectus has been drawn up as a simplified prospectus in accordance with Article 14 of the Regulation (EU) 2017/1129 of the European Parliament and of the Council, as amended (the “**Prospectus Regulation**”). The Registration Document contains information on the Issuer, its business operations and its financial condition, and the Securities Note contains information on the Notes. The Prospectus has been prepared solely for the purpose of admission to listing of the Notes to trading on Nasdaq Helsinki Ltd (“**Helsinki Stock Exchange**”) and does not constitute any public offering of the Notes.

Application has been made for the Notes to be admitted to trading on the official list of the Helsinki Stock Exchange (the “**Listing**”), and the Listing is expected to take place on or about 13 June 2022 under the trading code “HUUHJ425027”. The validity of the Prospectus expires when the Notes have been admitted to trading on the Helsinki Stock Exchange. The obligation to supplement the Prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply when the Prospectus is no longer valid.

Besides filing the Prospectus with the Finnish Financial Supervisory Authority (the “**FIN-FSA**”) and the application to the Helsinki Stock Exchange, neither the Issuer nor the Joint Lead Managers (as defined hereafter) have taken any action, nor will they take any action to render the public offer of the Notes in any jurisdiction or their possession, or the distribution of the Prospectus or any other documents relating to the Notes admissible in any other jurisdiction than Finland requiring special measures to be taken for the purpose of public offer.

The Notes have not been, and will not be, registered under the U.S. Securities Act 1933, as amended (the “**Securities Act**”) or with any securities regulatory authority of any state of the United States. The Notes may not be offered, sold, pledged or otherwise transferred directly or indirectly within the United States or to, or for the account or benefit of, U.S. Persons (as defined in Regulation S under the Securities Act (“**Regulation S**”)), except to a person who is not a U.S. Person (as defined in Regulation S) in an offshore transaction pursuant to Regulation S.

The Notes are BB+ rated by Standard & Poor’s Credit Market Services Europe Limited (“**S&P**”). S&P is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended) (the “**CRA Regulation**”). As such S&P is included in the list of credit rating agencies published by the European Securities and Markets Authority (“**ESMA**”) on its website in accordance with the CRA Regulation. **A 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 credit rating agency.**

**Investment in the Notes involves certain risks. The principal risk factors that may affect the ability of the Issuer to fulfil its obligations under the Notes are discussed under “Risk Factors” included in the Registration Document and herein.**

*Joint Lead Managers*

BNP PARIBAS

CITIGROUP

NORDEA

SEB

## IMPORTANT INFORMATION

**PROHIBITION OF SALES TO EEA RETAIL INVESTORS: PRIIPs Regulation / EEA investor** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (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 Directive 2014/65/EU (as amended, “MiFID II”); or (ii) a customer within the meaning of Directive 2016/97/EU (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. Consequently no key information document required by Regulation (EU) No 1286/2014 (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: UK PRIIPs Regulation / UK Investor** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (“UK”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “EUWA”); or (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 which were relied on immediately before exit day 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 Regulation (EU) No 600/2014 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.

**MiFID II product governance / Professional investors and eligible counterparties only target market** – Solely for the purposes of 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 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 manufacturers’ 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 manufacturers’ 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 each manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (“COBS”), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (“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 should take into consideration the manufacturer’s target market assessment; however, a distributor subject to UK MiFIR is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer’s target market assessment) and determining appropriate distribution channels.

This Securities Note has been drawn up in accordance with the Prospectus Regulation, the Commission Delegated Regulation (EU) 2019/979, the Commission Delegated Regulation (EU) 2019/980, in application of Annex 16 thereof, the Finnish Securities Markets Act (14.12.2012/746, as amended) (the “Finnish Securities Markets Act”) and the regulations and guidelines of the FIN-FSA. The FIN-FSA, which is the competent authority for the purposes of the Prospectus Regulation and relevant implementing measures in Finland has approved this Securities Note (journal number FIVA/2022/629) but assumes no responsibility for the correctness of the information contained herein. The FIN-FSA has only approved this Securities Note as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation and such approval shall not be considered as an endorsement of the qualities of the Notes nor the Issuer. Each investor should make its own assessment as to the suitability of investing in the Notes.

In this Securities Note, “**Huhtamäki**” and the “**Group**” refer to Huhtamäki Oyj and its subsidiaries and associated companies, on a consolidated basis, except where the context may otherwise require. All references to the “**Issuer**” and the “**Company**” refer to Huhtamäki Oyj.

BNP Paribas, Citigroup Global Markets Limited, Nordea Bank Abp and Skandinaviska Enskilda Banken AB (publ) (jointly the “**Joint Lead Managers**”) are acting exclusively for the Issuer as the arrangers and lead managers of the Offering. The Joint Lead Managers are not acting for anyone else in connection with the issue of the Notes and the Offering and will not be responsible to anyone other than the Issuer for providing the protections afforded to their respective clients nor for providing any advice in relation to the issue of the Notes and the Offering or the contents of the Prospectus.

Potential investors should rely only on the information contained in the Prospectus including information incorporated by reference into the Prospectus. Neither the Issuer nor the Joint Lead Managers have authorized any person to provide any information or to give any statements not contained in or not consistent with the Prospectus and, if given or made, such information or representation should not be relied upon as having been authorized by the Issuer or the Joint Lead Managers. The Joint Lead Managers have not independently verified information contained herein. The Joint Lead Managers assume no responsibility, except for statutory liability, for the accuracy or completeness of the information in the Prospectus, and nothing contained in the Prospectus is, or shall be relied upon as a promise or representation by the Joint Lead Managers in this respect, whether as to the past or the future. Apart from the responsibilities and liabilities, if any, which may be imposed on the Joint Lead Managers by Finnish law or under the regulatory regime of any other jurisdiction where exclusion of liability under Finnish law or the relevant regulatory regime of the other jurisdiction would be illegal, void or unenforceable, the Joint Lead Managers do not accept any responsibility whatsoever for the contents of the Prospectus or for any statement made or purported to be made by them, or on their behalf, in connection with the Issuer or the Notes. Accordingly, the Joint Lead Managers disclaim to the fullest extent permitted by applicable law, any and all liability whether arising in tort, contract, or otherwise (save as referred to above) which they might otherwise be found to have in respect of the Prospectus or any such statement.

The information contained herein is current as of the date of the Prospectus. Neither the delivery of the Prospectus nor any offering or sale made hereunder, shall not, under any circumstances, create any implication that there has been no change in the affairs or no adverse change in the financial position of the Issuer and the Group since the date hereof or that the information herein is correct as of any time subsequent to the date hereof and nothing contained in the Prospectus is, or shall be relied upon as, a promise or representation by the Issuer or the Joint Lead Managers as to the future. However, if a fault, omission or a significant new factor relating to the information included in the Prospectus is discovered before the Listing and such fault, omission or a significant new factor may be of material importance to investors and affect the assessment of the

securities, the Prospectus shall be supplemented in accordance with the Prospectus Regulation. Unless otherwise stated, any estimates with respect to market development relating to the Group or its industry are based upon the reasonable estimates of the Company's management.

In making an investment decision, each investor should rely on their examination, analysis and enquiry of the Issuer and the Terms and Conditions, including the risks and merits involved. Neither the Issuer, nor the Joint Lead Managers, nor any of their respective affiliated parties or representatives, is making any representation to any offeree or subscriber of the Notes regarding the legality of the investment by such person. Investors should make their independent assessment of the legal, tax, business, financial and other consequences of an investment in the Notes.

The Prospectus has been prepared solely in connection with the Listing. It does not constitute an offer of securities for sale, or a solicitation of an offer to buy any securities, anywhere in the world.

The distribution of the Prospectus and the offering and sale of the Notes may, in certain jurisdictions, be restricted by law, and the Prospectus may not be used for the purpose of, or in connection with, any offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such offer or solicitation. No actions have been taken to register or qualify the Notes, or otherwise to permit a public offering of the Notes, in any jurisdiction. The Issuer and the Joint Lead Managers instruct persons into whose possession the Prospectus comes to inform themselves of and observe all such restrictions. Neither the Issuer nor the Joint Lead Managers accept any legal responsibility for any violation by any person, whether or not a prospective purchaser of Notes is aware of such restrictions. In particular, the Prospectus may not be distributed and the Notes may not be offered, sold, resold, transferred or delivered, directly or indirectly, in or into the United States, Australia, Canada, Hong Kong, Japan, New Zealand, Singapore, South Africa or any other jurisdiction or otherwise in such circumstances in which the offering of the Notes would be unlawful or require measures other than those required under the laws of Finland in which it would not be permissible to offer the Notes and the Prospectus may not be sent to any person in the beforementioned jurisdictions.

No offer will be made to persons whose participation in the offering requires any additional prospectus or registration. None of the Issuer, the Joint Lead Managers or any of their respective affiliates or representatives accepts any legal responsibility for any such violations by any person or entity, whether or not a prospective purchaser of Notes, and whether or not the person or entity is aware of such restrictions.

The Prospectus has been prepared in English only. In accordance with an exemption set out in Article 7(1) of the Prospectus Regulation, no summary has been prepared.

The Offering and the Notes are governed by Finnish law and any dispute arising in relation to the Offering and the Notes shall be settled exclusively by Finnish courts in accordance with Finnish law.

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## RISK FACTORS

*Investors considering investment in the Notes should carefully review the information contained in the Prospectus and, in particular, the risk factors described below, the risk factors described in section “Risk Factors” in the Registration Document and in the stock exchange releases published by the Company. Factors possibly affecting an investment decision are also discussed elsewhere in the Prospectus. The following description is a summary of certain risk factors that may affect the Issuer’s ability to fulfil its obligations under the Notes or that are material in order to assess the market risk associated with the Notes. Should one or more of the risk factors described herein materialize, it may have a material adverse effect on the Issuer’s ability to fulfil its obligations under the Notes as well as the market price and value of the Notes. As a result, investors may lose part or all of their investments. This description is based on information known and assessed at the time of preparing the Prospectus, and, therefore, the description of the risk factors is not necessarily exhaustive.*

*The risk factors are presented below in the following three (3) categories:*

- A. Risks Relating to the Notes as Debt Instrument Governing Huhtamaki’s Business Operations;*
- B. Risks Relating to the Terms and Conditions; and*
- C. Risk Relating to the Ranking of the Notes.*

*While the categories are not presented in any order of materiality, within each risk category the most material risks, in the assessment of the Company, taking into account the negative impact on the Company and/or the Notes and the probability of their occurrence, are presented first. However, the order in which the risk factors are presented after the first risk factor in each category is not intended to reflect either the relative probability or the potential impact of their materialization.*

The capitalized words and expressions in this section shall have the meanings defined in “*Terms and Conditions of the Notes*”.

### **A. Risks Relating to the Notes as Debt Instrument Governing Huhtamaki’s Business Operations**

***The Notes do not, as a rule, contain covenants governing the Issuer’s financial standing or operations and do not limit its ability to merge, demerge, effect asset sales or otherwise effect significant transactions that could have a material adverse effect on the Notes and the Noteholders.***

As a rule, the Notes do not, in addition to the rights of creditors in general, contain any covenants concerning the Issuer’s financial standing or operations or other provisions designed to protect Noteholders from a reduction in the creditworthiness of the Issuer. In particular, the Terms and Conditions do not, except for the conditions relating to Change of Control event (see Clause 9 (*Change of Control*) of the Terms and Conditions) which grant the Noteholders the right of prepayment of the Notes in certain limited circumstances, restrict the Issuer’s ability to enter into a merger, asset sale or other significant transaction that could materially alter its existence, legal structure of organization, jurisdiction of incorporation or regulatory regime and/or its composition and business. In the event the Issuer was to enter into such a transaction, Noteholders could be materially and adversely affected. Furthermore, the Change of Control condition does not restrict any of the current shareholders of the Issuer from disposing any or all of their shareholdings.

***The Issuer may incur additional debt and/or grant security without the consent of the Noteholders.***

Except for as set out in Clause 10 (*Negative Pledge*) of the Terms and Conditions, there is no restriction on the amount of debt, whether secured or unsecured, which the Issuer and its Subsidiaries may raise or issue after issuing of the Notes. However, so long as any Note remains outstanding, the Terms and Conditions prohibit the Issuer and its Subsidiaries from creating any mortgage, charge, lien, pledge or other security interest to secure any other notes, bonds or other similar debt securities issued after the issuance of the Notes that are capable of being listed on a stock exchange or subject to trading in a regulated market (or create any such security interest to secure any guarantee or indemnity over such notes, bonds or other similar debt securities), unless the granting of such security interest is required under Finnish law or other law governing such notes, bonds or other debt securities, or unless prior to or simultaneously therewith the Issuer’s obligations under the Notes either (a) are secured equally and rateable therewith or (b) have the benefit of such other security interest or other arrangement (whether or not it includes the granting of a security interest) as shall be approved by a resolution of the Noteholders.

Any further indebtedness, whether secured or unsecured, may reduce the amount recoverable by the Noteholders upon winding-up or insolvency of the Issuer, or may worsen the position and priority of the Noteholders in such winding-up or insolvency procedure.

## **B. Risks Relating to the Terms and Conditions**

### ***The Issuer has a right to redeem and purchase the Notes prior to maturity.***

The Issuer is entitled to redeem the Notes at any time prior to maturity in whole but not in part (see Clause 6.2 (*Voluntary Total Redemption*)). In case the date of the voluntary total redemption is on or after the date falling three (3) months prior to the Redemption Date, the redemption price is 100 per cent. of the outstanding principal amount of the Notes plus accrued but unpaid interest. In case the date of the voluntary total redemption is before the date falling three (3) months prior to the Redemption Date, the redemption price is the Make-Whole Redemption Amount calculated in accordance with the Clause 6.2 (*Voluntary Total Redemption*) plus accrued but unpaid interest. Although the Make-Whole Redemption Amount payable in case the date of the voluntary total redemption is before the date falling three (3) months prior to the Redemption Date is designated to avoid the incurrence of losses by the Noteholders, any such early redemption initiated by the Issuer may incur financial losses or damage, among other things, to such Noteholders who had prepared themselves to have the amount of the Notes invested until the contractual final maturity of the Notes and may be incapable of reinvesting the redemption amount at a yield comparable to that offered by the Notes.

In addition, the Issuer is entitled to redeem the Notes at any time prior to maturity in whole but not in part at a redemption price equal to 100 per cent. of the principal amount of the Notes redeemed, plus accrued and unpaid interest to the date of redemption, if on or after the Issue Date: (a) on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay Additional Amounts, as a result of any change in, or amendment to, the laws or regulations of Finland or any political subdivision thereof 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 Issue Date; and (b) such obligations cannot be avoided by the Issuer taking reasonable measures available to it (see Clause 6.3 (*Early Redemption due to Withholding Tax Event*)). Furthermore, if at any time the nominal principal amount of the outstanding Notes is twenty-five (25) per cent. or less of the initial aggregate nominal amount of the Notes issued at any time, the Issuer may, at its option, at any time, redeem all of the outstanding Notes, in whole but not in part, at their nominal principal amount together with any accrued but unpaid interest to, but excluding, the date of redemption, and in each case without any premium or penalty (see Clause 6.4 (*Residual Call Option*)). Such early repayment initiated by the Issuer pursuant to Clause 6.3 (*Early Redemption due to Withholding Tax Event*) or Clause 6.4 (*Residual Call Option*) may incur financial losses or damage, among other things, to such Noteholders who had prepared themselves to have the amount of the Notes invested until the contractual final maturity of the Notes and may be incapable of reinvesting the redemption amount at a yield comparable to that offered by the Note.

Furthermore, as specified in the Terms and Conditions (see Clause 17 (*Listing and Secondary Market*)), the Issuer may at any time purchase Notes from the secondary market in any manner and at any price prior to maturity. Only if such purchases are made through a tender offer, the possibility to tender must be available to all Noteholders alike subject to restrictions arising from mandatory securities laws. The Issuer is entitled to hold, dispose or nullify the purchased Notes at its discretion. Consequently, a Noteholder offering Notes to the Issuer in connection with such purchase may not receive the full invested amount. Furthermore, a Noteholder may not have the possibility to participate in such purchases. The purchases, whether by tender offer or otherwise, may have a material adverse effect on such Noteholders who do not participate in the purchased as well as the market price, liquidity and value of such Notes.

### ***Following an Event of Default or a Change of Control event, the Issuer may have an obligation to redeem and purchase the Notes prior to maturity and the Issuer may not be able to finance such repurchase of the Notes.***

As specified in the Terms and Conditions, the Noteholders are entitled to demand premature repayment of the Notes in the case of an Event of Default (see Clause 11 (*Events of Default*)) or a Change of Control event (see Clause 9 (*Change of Control*)) at a price per Note equal to its nominal amount plus accrued interest to the date of such repurchase. The source for the funds required for any repurchase required as a result of any such event will be available cash or cash generated from operating activities or other sources, including borrowings, sales of assets, sales of equity or funds provided by Subsidiaries of the Issuer. If an Event of Default or a Change of Control event occur, there can be no assurance that the Issuer will have or will be able to generate sufficient funds to repurchase the Notes that have been requested to be repurchased. Furthermore, such premature repayment may have a material

adverse effect on Huhtamaki's business, financial condition, results of operations and future prospects and, thereby, on the Issuer's ability to fulfil its obligations under the Notes to such Noteholders who elect not to exercise their right to get their Notes prematurely repaid as well as the market price and value of such Notes.

***Notes may not be a suitable investment for all investors seeking exposure to assets with sustainability characteristics.***

Although the interest rate relating to the Notes is subject to upward adjustment in certain circumstances specified in the Terms and Conditions, the Notes may not satisfy an investor's requirements or any future legal or quasi legal standards for investment in assets with sustainability characteristics and no representation is made by the Issuer or the Joint Lead Managers as to the suitability of the Notes to fulfil environmental or sustainability criteria required by prospective investors. The Notes will not be marketed as green bonds since the Issuer expects to use the relevant net proceeds for refinancing the Bridge Loan (as defined below in section "*Arrangements with the Joint Lead Managers*") and general corporate purposes and therefore the Issuer does not intend to allocate the net proceeds specifically to projects or business activities meeting environmental or sustainability criteria, or be subject to any other limitations associated with green bonds.

In addition, the interest rate adjustment in respect of the Notes depends on definitions of Scope 1 and 2 Emissions Amount that may be inconsistent with investor requirements or expectations or other definitions relevant to these factors.

Although the Issuer targets that the Issuer will reduce the Scope 1 and Scope 2 Emissions Amount, there can be no assurance of the extent to which it will be successful in doing so or that any future investments it makes in furtherance of these targets will meet investor expectations or any binding or non-binding legal standards regarding sustainability performance, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules, in particular with regard to any direct or indirect environmental, sustainability or social impact. Adverse environmental or social impacts may occur during the design, construction and operation of any investments the Issuer makes in furtherance of these targets or such investments may become controversial or criticized by activist groups or other stakeholders. Lastly, no Event of Default shall occur under the Notes, nor will the Issuer be required to repurchase or redeem the Notes, if the Issuer fails to satisfy the Scope 1 and 2 Emissions Amount.

No assurance or representation is given by the Issuer or any Joint Lead Managers as to the suitability or reliability for any purpose whatsoever of any opinion (including the opinion provided by ISS ESG confirming the alignment of the Issuer's Sustainability-Linked Bond Framework (the "**Framework**") with the ICMA's Sustainability-Linked Bond Principles 2020 (the "**ICMA SLBP**") (the "**Second Party Opinion**")), report, certification or validation of any third party in connection with the offering of the Notes or the sustainability performance targets set to fulfil any green, social, sustainability, sustainability linked and/or other criteria.

The Second Party Opinion providers and providers of similar opinions, certifications and validations are not currently subject to any specific regulatory or other regime or oversight. Any such opinion or certification is not,

nor should be deemed to be, a recommendation by the Issuer, the Joint Lead Managers, any Second Party Opinion providers, the External Verifier or any other person to buy, sell or hold the Notes. Noteholders have no recourse against the Issuer, any of the Joint Lead Managers or the provider of any such opinion or certification for the contents of any such opinion or certification, which is only current as at the date it was initially issued. Prospective investors must determine for themselves the relevance of any such opinion, certification or validation and/or the information contained therein and/or the provider of such opinion, certification or validation for the purpose of any investment in the Notes. Any withdrawal of any such opinion or certification or any such opinion, certification or validation attesting that the Issuer is not complying in whole or in part with any matters for which such opinion, certification or validation is opining on or certifying on may have a material adverse effect on the value of the Notes and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose. Any such opinion, report or certification is not, nor shall it be deemed to be, incorporated in and/or form part of the Prospectus.

***The Notes include certain triggers linked to sustainability key performance indicators.***

The Notes include certain triggers linked to sustainability key performance indicators (see "*—Notes may not be a suitable investment for all investors seeking exposure to assets with sustainability characteristics*").

The failure to meet such sustainability performance targets on the Testing Date will result in increased interest amounts under the Notes, which would increase the Issuer's total cost of funding and may result in a significant negative impact on the reputation of the Issuer, either of which could have a material adverse effect on the Issuer, its business prospects, its financial condition or its results of operations.

***The Issuer has the ability and autonomy to calculate and/or recalculate its key performance indicators.***

The calculation of the key performance indicators in respect of the Step Up Event is carried out internally, i.e. by Huhtamaki itself, and verified by the External Verifier. The Framework has been reviewed by ISS ESG who has provided the Second Party Opinion, confirming the alignment with the ICMA SLBP. The standards and guidelines mentioned above may change over time and investors should be aware that the way in which Huhtamaki calculates its key performance indicators may also change over time. In addition, if a Sustainability Readjustment Event occurs, the Issuer shall recalculate the Base Scope 1 and 2 Emissions Amount and the absolute greenhouse gas emissions for the Scope 1 and 2 Emissions Threshold (see Clause 5.2 (*Step Up Margin*)) which may also affect, among other things, the reliability, comparability and/or credibility of the key performance indicators.

***Credit rating assigned to the Notes may not reflect all the risks associated with an investment in the Notes.***

The Notes are BB+ rated by S&P. There are no guarantees that such rating will be maintained. The credit ratings assigned to the Notes 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.

S&P is established in the EEA and registered under the CRA Regulation and is, as of the date of this Securities Note, included in the list of credit rating agencies published by ESMA on its website in accordance with the CRA Regulation. The list of registered and certified rating agencies published by ESMA on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list. Noteholders may therefore not at all times have access to up-to-date information on the relevant rating agency.

***The Terms and Conditions may be subject to amendments.***

Pursuant to Clause 13 (*Noteholders' Meeting and Procedure in Writing*) of the Terms and Conditions, the Terms and Conditions may be amended in certain circumstances with the required consent of a defined majority of the Noteholders. The Terms and Conditions contain provisions for the Issuer to convene meetings or procedure in writing of the Noteholders to consider and vote upon matters affecting the interests of the Noteholders generally. Resolutions passed at such Noteholders' meetings and in such procedures in writing will bind all Noteholders, including Noteholders who did not attend and vote at the relevant Noteholders' meeting or participate in the relevant procedure in writing and Noteholders who voted in a manner contrary to the requisite majority. This may incur financial losses, among other things, to all Noteholders, including such Noteholders who did not attend and vote at the relevant Noteholders' meeting or participate in the relevant procedure in writing and Noteholders who voted in a manner contrary to the requisite majority.

***Rights to payments that have not been claimed within three (3) years are prescribed.***

Under the Terms and Conditions, if any payment under the Notes has not been claimed by the respective Noteholder within three (3) years from the original due date thereof, the right to such payment shall become permanently forfeited (see Clause 16 (*Prescription*) of the Terms and Conditions). Such forfeiture to receive payment causes financial losses to such Noteholders who have not claimed payment under the Notes within the time limit of three (3) years.

***Investors are subject to exchange rate risks if investors' financial activities are denominated principally in a currency or currency unit other than the euro. Government and monetary authorities may impose exchange controls that could adversely affect an applicable exchange rate.***

The Issuer will pay principal and interest on the Notes in euro. 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 euro. These include the risk that exchange rates may significantly change (including changes due to devaluation of the euro 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 euro 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 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 at all.

***The fixed interest rate of the Notes exposes the investors in the Notes to the risk that the price of such securities could fall as a result of changes in the market interest rate.***

The Notes bear interest on their outstanding principal at a fixed interest rate. A holder of a security with a fixed interest rate is exposed to the risk that the price of such security could fall as a result of changes in the market interest rate. Market interest rates follow the changes in general economic conditions, and are affected by, among many other things, demand and supply for money, liquidity, inflation rate, economic growth, central banks' benchmark rates, implied future rates, and changes and expectations related thereto.

While the nominal compensation rate of a security with a fixed interest rate is fixed during the life of such security or during a certain period of time, current interest rates on capital markets (market interest rates) typically change continuously. In case market interest rates increase, the market price of such a security typically falls until the yield of such security is approximately equal to the market interest rates. If market interest rates fall, the price of a security with a fixed interest rate typically increases, until the yield of such a security is approximately equal to market interest rates.

Consequently, the Noteholders should be aware that movements of market interest rates may result in a material decline in the market price of the Notes and can lead to losses for the Noteholders if they sell the Notes. Further, the past performance of the Notes is not an indication of their future performance.

### **C. Risk Relating to the Ranking of the Notes**

***The Notes are not guaranteed or covered by any security and therefore will effectively be subordinated to any secured debt.***

The Notes will not be obligations of anyone other than the Issuer and they will not be guaranteed by any other person or entity. No one other than the Issuer will accept any liability whatsoever in respect of any failure by the Issuer to pay any amount due under the Notes. Should the Issuer become financially distressed, insolvent or bankrupt during the maturity of the Notes, a Noteholder may forfeit interest payable on, and the principal amount of, the Notes in whole or in part.

The Notes are unsecured debt instruments. The Terms and Conditions permit the Issuer to incur additional secured indebtedness in the future subject to certain limitations (see Clause 10 (*Negative Pledge*) of the Terms and Conditions). and in the event of any liquidation of assets of the Issuer in any bankruptcy, liquidation, dissolution or reorganization proceedings, Noteholders would be unsecured creditors and claims under the Notes would rank junior to claims under the Issuer's secured indebtedness and holders of such secured indebtedness will have a prior claim to those assets that constitute their collateral. Accordingly, in addition to that any adverse change in the financial condition or prospects of the Issuer may have a material adverse effect on the liquidity of the Notes, and may result in a material decline in their market price (if a market for the Notes develops and is maintained), such adverse change may endanger the probability that the Noteholders will receive the prompt and full payment, when due, for principal, interest and/or any other amounts and items payable to the Noteholders pursuant to the Notes from time to time as it cannot be assured that there will be sufficient assets to pay amounts due on the Notes. See also Clause 7 (*Status and Security*) of the Terms and Conditions.

## RESPONSIBILITY REGARDING THE SECURITIES NOTE

This Securities Note has been prepared by Huhtamäki Oyj and Huhtamäki Oyj accepts responsibility regarding the information contained in this Securities Note. Huhtamäki Oyj declares that, to the best of its knowledge, the information contained in this Securities Note is in accordance with the facts and this Securities Note makes no omission likely to affect its import.

Huhtamäki Oyj

Espoo, Finland

## NO INCORPORATION OF WEBSITE INFORMATION

The Prospectus together with the documents incorporated by reference to the Prospectus are available on the Issuer's website at [www.huhtamaki.com](http://www.huhtamaki.com). However, any other information presented on the Issuer's website or any other website does not form a part of the Prospectus (except for any supplement to the Prospectus and information which has been incorporated by reference into the Prospectus or any supplement thereto), and the information on such websites has not been scrutinized or approved by the FIN-FSA. Prospective investors should not rely on such information in making their decision to invest in the Issuer's securities.

## ARRANGEMENTS WITH THE JOINT LEAD MANAGERS

BNP Paribas, Citigroup Global Markets Limited, Nordea Bank Abp and Skandinaviska Enskilda Banken AB (publ) are acting as Joint Lead Managers of the Offering. The Company has entered into agreements with the Joint Lead Managers with respect to certain services to be provided by the Joint Lead Managers in connection with the Offering.

The Issuer has entered, during third quarter of 2021, into a USD 500 million bridge loan facility with the Joint Lead Managers and/or their affiliates for the acquisition of Elif Holding A.Ş (the "**Bridge Loan**") and as specified in the Terms and Conditions, a part of the proceeds from the issue of the Notes shall be used for refinancing the Bridge Loan.

The Issuer has further entered, during second quarter of 2022, into a EUR 250 million term loan facility agreement with a maturity of two years with Nordea Bank Abp and Skandinaviska Enskilda Banken AB (publ) (the "**Term Loan Facility Agreement**"). The facility has a one-year extension option in accordance with the extension option of the term loan facility agreement. The facility will be used for refinancing and general corporate purposes of the Group.

The Joint Lead Managers and other entities within the same group and/or their affiliates may have performed and may in the future perform investment or other banking services for the Group (in addition to the Bridge Loan and Term Loan Facility Agreement) in the ordinary course of business for which they may have received and may continue to receive customary fees and commissions.

## LEGAL MATTERS

Certain legal matters in connection with the Offering have been passed upon for the Issuer by Castrén & Snellman Attorneys Ltd. Certain legal matters in connection with the Offering have been passed upon for the Joint Lead Managers by White & Case LLP.

## FINNISH TAXATION

*The following summary is based on the tax laws of Finland as in effect on the date of this Securities Note, and is subject to changes in Finnish law, including changes that could have a retroactive effect. The following summary is not exhaustive and does not take into account or discuss the tax laws of any country other than Finland. Prospective investors are advised to consult their own professional tax advisors as to the tax consequences relating to investment in the Notes. Listed Notes are not subject to Finnish transfer tax.*

### **Individuals**

If the recipient of interest paid on the Notes is an individual (natural person) residing in Finland or an undistributed estate of a deceased Finnish resident, such interest is, when paid by the Issuer or securities dealer (i.e., a Finnish financial institution making the payment), subject to an advance withholding tax in accordance with the Finnish Withholding Tax Act (1118/1996, as amended, Fi: *ennakkoperintälaki*) and final taxation as capital income in accordance with the Finnish Income Tax Act (1535/1992, as amended, Fi: *tuloverolaki*). The current withholding tax and capital income tax rate is 30 per cent. Should the amount of capital income received by a resident natural person exceed EUR 30,000 in a calendar year, the capital income tax rate is 34 per cent. on the amount that exceeds the EUR 30,000 threshold. However, advance tax withholdings will still be made at the rate of 30 per cent.

If Notes are disposed of during the loan period, any capital gain as well as accrued interest received (secondary market compensation) is taxed as capital income. The Issuer or a securities dealer (i.e., a Finnish financial institution making the payment) must deduct an advance withholding tax from the secondary market compensation paid to an individual (natural person) residing in Finland or an undistributed estate of a deceased Finnish resident.

Capital losses are primarily deductible from capital gains arising in the same year. Any capital losses that cannot be used to offset capital gains in the same year can then be applied against other capital income in the same year. Any remaining unused capital losses can finally be carried forward for five years and used in the same manner as described above.

If Notes are acquired in the secondary market, any accrued interest paid (secondary market compensation) is deductible from the capital income or, to the extent exceeding capital income, from earned income subject to the limitations of the Finnish Income Tax Act.

### **Corporate Entity or Partnership**

Interest paid to Finnish corporate entities (other than non-profit associations) and to Finnish partnerships is deemed to be taxable income of the recipient of interest. Any gain or loss realised following a disposal of the Notes will be taxable income or a tax deductible loss for the relevant Noteholder. The current tax rate for corporate entities is 20 per cent. Interest paid to such Noteholders is not subject to any withholding tax.

### **Non-Finnish Resident Noteholders**

Noteholders who are not resident in Finland for tax purposes and who do not engage in trade or business through a permanent establishment or a fixed place of business in Finland should not be subject to Finnish taxes on interest or gains realised on the sale or redemption of the Notes. Interest payments made by the Issuer or a securities dealer (i.e., a Finnish financial institution making the payment) to Noteholders who are not resident in Finland for tax purposes may, however, be subject to Finnish withholding tax, unless the identity of the Noteholders can be appropriately established. Investors who are in any doubt as to their position should consult their professional advisers.

## TERMS AND CONDITIONS OF THE NOTES

### HUHTAMÄKI OYJ

#### EUR 500 MILLION 4.250 PER CENT. SUSTAINABILITY-LINKED NOTES DUE 2027

#### ISIN CODE FI4000523550

#### **Prohibition of Sales to EEA and UK Retail Investors**

The Notes (as defined below) are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (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 Directive 2014/65/EU (as amended, “**MiFID II**”); or (ii) a customer within the meaning of Directive 2016/97/EU (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. Consequently, no key information document required by Regulation (EU) No 1286/2014 (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.

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (“**UK**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**EUWA**”); or (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 which were relied on immediately before exit day 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 Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA European Union (Withdrawal) Act 2018. 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 and UK MiFIR Product Governance / Professional Investors and Eligible Counterparties Only Target Market**

Solely for the purposes of 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 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 manufacturers’ 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 manufacturers’ target market assessment) and determining appropriate distribution channels.

Solely for the purposes of each manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (“**COBS**”), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**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 should take into consideration the manufacturer’s target market assessment; however, a distributor subject to UK MiFIR is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer’s target market assessment) and determining appropriate distribution channels.

The Board of Directors of Huhtamäki Oyj (the “**Issuer**”) has in its meeting on 9 February 2022 authorized the issuance of notes referred to in Paragraph 1 of Section 34 of the Act on Promissory Notes (622/1947, as amended, Fi: *velkakirjalaki*) (the “**Notes**”). Based on the authorization, the Issuer issues the Notes on the terms and conditions set out below.

In these terms and conditions, “**Subsidiary**” and “**Group**” mean a subsidiary and a group within the meaning of Chapter 1, Section 6 of the Finnish Accounting Act (1336/1997, as amended, Fi: *kirjanpitolaki*, the “**Finnish Accounting Act**”).

BNP Paribas, Citigroup Global Markets Limited, Nordea Bank Abp and Skandinaviska Enskilda Banken AB (publ) will act as joint lead managers in connection with the offer and issue of the Notes (the “**Joint Lead Managers**”).

## 1. **Principal Amount and Issuance of the Notes**

The aggregate principal amount of the Notes is 500 million euros (EUR 500,000,000) or a higher amount, as may be determined by the Issuer. The Issuer may later create and issue further notes having the same terms and conditions as the Notes, as further set out below under Clause 18 (*Further Issues*).

The Notes will be issued in dematerialized form in the Infinity book-entry securities system of Euroclear Finland Oy (“**Euroclear Finland**”), address Urho Kekkosen katu 5 C, FI-00100 Helsinki, Finland (or any system replacing or substituting the Infinity book-entry securities system in accordance with the rules and decisions of Euroclear Finland) in accordance with the Finnish legislation governing book-entry system and book-entry accounts as well as the rules and decisions of Euroclear Finland. The Notes cannot be physically delivered.

The issuer agent (Fi: *liikkeeseenlaskijan asiamies*) of the Notes referred to in the rules of Euroclear Finland (the “**Issuer Agent**”) and the paying agent of the Notes (the “**Paying Agent**”) is Skandinaviska Enskilda Banken AB (publ) Helsinki Branch.

The issue date of the Notes is 9 June 2022 (the “**Issue Date**”).

The Notes will be offered for subscription in a minimum amount of one hundred thousand euro (EUR 100,000). The principal amount of each book-entry unit relating to the Notes (Fi: *arvo-osuuden yksikkökoko*) is one hundred thousand euro (EUR 100,000). The aggregate number of the Notes is five thousand (5,000) or a higher number if the Issuer decides to increase the aggregate principal amount of the Notes. Each Note will be freely transferable after it has been registered into the respective book-entry account.

## 2. **Subscription of the Notes**

The Notes shall be offered for subscription to eligible counterparties and professional clients, subject to relevant selling restrictions, through a book-building procedure (*private placement*). The subscription period shall commence and end on 1 June 2022 (the “**Subscription Period**”).

Bids for subscription shall be submitted to (i) BNP Paribas 16, boulevard des Italiens 75009 Paris, France tel. +44 20 7595 8222; (ii) Citigroup Global Markets Limited Citigroup Centre, Canada Square, Canary Wharf E14 5LB London, United Kingdom tel. +44 20 7986 9000; (iii) Nordea Bank Abp, Satamaradankatu 5, 00020 Helsinki, Finland tel. +358 9 369 50880; and (iv) Skandinaviska Enskilda Banken AB (publ) c/o Skandinaviska Enskilda Banken AB (publ) Helsinki Branch, Eteläesplanadi 18, 00130 Helsinki, Finland, tel. +358 9 616 28000 during the Subscription Period and within regular business hours.

Subscriptions made are irrevocable. All subscriptions remain subject to the final acceptance by the Issuer. The Issuer may, in its sole discretion, reject a subscription in part or in whole. The Issuer shall decide on the procedure in the event of over-subscription. After the final allocation and acceptance (or rejection) of the subscriptions by the Issuer each investor that has submitted a subscription shall be notified by the Joint Lead Managers whether and, where applicable, to what extent such subscription is accepted.

Subscriptions shall be paid for as instructed in connection with the subscription. Notes subscribed and paid for shall be entered by the Issuer Agent to the respective book-entry accounts of the subscribers on a date advised in connection with the issuance of the Notes in accordance with the Finnish legislation governing book-entry system and book-entry accounts as well as the rules and decisions of Euroclear Finland.

### 3. Use of Proceeds

The Issuer shall use the proceeds from the issue of the Notes, less costs and expenses incurred by the Issuer in connection with the issue of the Notes, for refinancing the USD 500 million bridge loan facility with the Joint Lead Managers and/or their affiliates, and for general corporate purposes of the Group (including, without limitation, financing of working capital and bolt-on acquisitions).

### 4. Issue Price

The issue price of the Notes is 99.449 per cent of the principal amount of the Notes.

### 5. Interest

#### 5.1 Rate of Interest

The Notes bear interest at the rate of 4.250 per cent. per annum (the “**Initial Rate of Interest**”). The Initial Rate of Interest payable on the Notes will be subject to adjustment in the event of a Step Up Event in accordance with Clause 5.2 (*Step Up Margin*).

Interest on the Notes will be payable annually in arrears commencing on 9 June 2023 and thereafter annually on each 9 June (each an “**Interest Payment Date**”) until the Notes have been repaid in full. Interest shall accrue for each interest period from (and including) the first day of the interest period to (but excluding) the last day of the interest period on the principal amount of Notes outstanding from time to time. The first interest period commences on the Issue Date and ends on the first Interest Payment Date and each consecutive interest period begins on the previous Interest Payment Date and ends on the following Interest Payment Date (each an “**Interest Period**”). The last Interest Period ends on the earlier of the date when the Notes have been repaid in full and the Redemption Date.

Interest in respect of the Notes will be calculated on the basis of the actual number of days elapsed in the relevant interest period divided by 365 or, in the case of a leap year, 366 (Actual / Actual ICMA).

#### 5.2 Step Up Margin

The Notes bear interest on their outstanding principal amount at the Initial Rate of Interest, provided that if a Step Up Event has occurred, then for any Interest Period commencing on or after the Interest Payment Date immediately following the Notification Deadline, the Initial Rate of Interest shall be increased by the Step Up Margin.

For the avoidance of doubt, a Step Up Event may only occur once during the term of the Notes.

The Issuer shall publish on its website, and in accordance with applicable laws, its Annual Report, together with or including (at the sole discretion of the Issuer) the Verification Assurance Report for the relevant Sustainability Reporting Period no later than on the Notification Deadline.

The Issuer shall inform the Paying Agent by way of an SPT Certificate whether the Emissions Condition has been satisfied and whether a Step Up Event has occurred and provide a notice thereof to the Noteholders in accordance with Clause 14 (*Notices and Right to Information*) in connection with, or as soon as reasonably practicable after, publishing the Annual Report together with or including (at the sole discretion of the Issuer) the Verification Assurance Report, for the Sustainability Reporting Period ending on the Testing Date, and in no event later than on the date of the Notification Deadline.

The Paying Agent (i) shall be entitled to conclusively rely on the SPT Certificate from the Issuer as sufficient evidence as to information stated therein, and (ii) shall have no duty to inquire as to or investigate the accuracy of the information included in the SPT Certificate, verify the attainment of the Emissions Condition, or make calculations, investigations or determinations with respect to the attainment of the Emissions Condition or monitor the delivery of the SPT Certificate or the occurrence of a Step Up Event. The Paying Agent shall have no liability to the Issuer, any Noteholder or any other person in acting in reliance on the SPT Certificate. For the avoidance of doubt, the Paying Agent will not be required to make any onward notifications to any Noteholder relating to the Step Up Event, Step Up Margin or whether the Issuer has met the Emissions Condition.

If for the Sustainability Reporting Period ending on the Testing Date (i) the Issuer fails to publish the Annual Report, together with or including (at the sole discretion of the Issuer) the Verification Assurance Report, (ii) the Issuer fails to deliver to the Paying Agent the SPT Certificate by no later than on the date of the Notification Deadline and notify the Noteholders as required pursuant to these terms and conditions, (iii) for any reason, the Scope 1 and 2 Emissions Amount cannot be calculated or observed, and consequently the Issuer is unable to deliver the SPT Certificate to the Paying Agent by no later than on the date of the Notification Deadline and notify the Noteholders as required pursuant to these terms and conditions, or (iv) the External Verifier is unable to provide a verification, confirmation or includes a reservation in the Verification Assurance Report, then, in each case, the Issuer and the Group will be deemed to have not satisfied the Emissions Condition.

If a Sustainability Readjustment Event occurs on or before the Testing Date, the Issuer shall in good faith recalculate the Base Scope 1 and 2 Emissions Amount and the absolute greenhouse gas emissions for the Scope 1 and 2 Emissions Threshold.

For the avoidance of doubt, a failure to satisfy the Emissions Condition does not constitute a default or an Event of Default.

In these terms and conditions:

“**Annual Report**” means the annual report for each Sustainability Reporting Period prepared pursuant to the Applicable Accounting Regulations containing information about the sustainability performance of the Group and which shall include, in respect of each Sustainability Reporting Period, details of the Scope 1 and 2 Emissions Amount and the relevant calculation methodology;

“**Applicable Accounting Regulations**” means at any time the laws and regulations relating to accounting, auditing and/or disclosure requirements then in effect in Finland and applicable to the Issuer including, without limitation to the generality of the foregoing, the Finnish Accounting Act, the Finnish Auditing Act (1141/2015, as amended, Fi: *tilintarkastuslaki*) and the Finnish Securities Markets Act (746/2012, as amended, Fi: *arvopaperimarkkinalaki*);

“**Base Scope 1 and 2 Emissions Amount**” means the amount of scope 1 and 2 absolute greenhouse gas emissions of the Group expressed as a total amount in MtCO<sub>2e</sub> for the calendar year 2019 calculated using the market-based method, calculated by the Issuer being 764,000 MtCO<sub>2e</sub> (rounded to the nearest thousand), which have been verified by the External Verifier in the Verification Assurance Report in respect of the Sustainability Reporting Period ending on 31 December 2021, and, if applicable, recalculated in good faith by the Issuer upon the occurrence of a Sustainability Readjustment Event and verified by the External Verifier;

“**Emissions Condition**” means the condition that the Scope 1 and 2 Emissions Amount will be equal to or less than the Scope 1 and 2 Emissions Threshold for the Sustainability Reporting Period ending on the Testing Date as verified by the External Verifier in the relevant Verification Assurance Report without any reservations;

“**External Verifier**” means one or more internationally-recognized assurance firms or auditors appointed from time to time by the Issuer;

“**MtCO<sub>2e</sub>**” means metric tonnes of carbon dioxide equivalent;

“**Notification Deadline**” means the date falling 120 days following the end of each Sustainability Reporting Period;

“**Scope 1 and 2 Emissions Amount**” means the amount of scope 1 and 2 absolute greenhouse gas emissions of the Group expressed as a total amount in MtCO<sub>2e</sub> (calculated using the market-based method) for the relevant Sustainability Reporting Period;

“**Scope 1 and 2 Emissions Threshold**” means 669,000 MtCO<sub>2e</sub> (rounded to the nearest thousand) (representing a 12.4 per cent. reduction of absolute greenhouse gas emissions of the Group compared to the Base Scope 1 and 2 Emissions Amount) subject to, if applicable, the absolute greenhouse gas

emissions being recalculated in good faith by the Issuer upon the occurrence of a Sustainability Readjustment Event and verified by the External Verifier;

“**SPT Certificate**” means a certificate signed by two authorized signatories of the Issuer confirming (i) the Scope 1 and 2 Emissions Amount for the Sustainability Reporting Period ending on the Testing Date, (ii) whether the Emissions Condition has been satisfied with no reservations and (iii) whether a Step Up Event has occurred;

“**Step Up Event**” means a failure to satisfy the Emissions Condition;

“**Step Up Margin**” means 0.375 per cent. per annum;

“**Sustainability Readjustment Event**” means any significant or structural changes to the Group and/or company structure, methodology for calculating the Group’s absolute greenhouse gas emissions, material acquisitions or disposals or any discovery of significant errors, which results in an increase or decrease to the value of the Scope 1 and 2 Emissions Amount by at least 5 per cent., which warrants a recalculation of the Base Scope 1 and 2 Emissions Amount and absolute greenhouse gas emissions for the Scope 1 and 2 Emissions Threshold;

“**Sustainability Reporting Period**” means each period of 12 months ending on 31 December of each calendar year, commencing with the calendar year in which the Notes are issued, up to and including the calendar year prior to the calendar year in which the Notes are redeemed pursuant to these terms and conditions;

“**Testing Date**” means 31 December 2024; and

“**Verification Assurance Report**” means (A) a verification assurance report issued by the External Verifier on a limited assurance basis and included in the Annual Report in respect of the Scope 1 and 2 Emissions Amount for the relevant Sustainability Reporting Period and, in the event of a Sustainability Readjustment Event, also in respect of (i) the recalculated Base Scope 1 and 2 Emissions Amount, (ii) the recalculated absolute greenhouse gas emissions for the Scope 1 and 2 Emissions Threshold and (iii) the occurrence of the Sustainability Readjustment Event or (B) if the Issuer in its sole discretion publishes a verification assurance report separately from the Annual Report, a verification assurance report issued by the External Verifier on a limited assurance basis and (separately from the Annual Report) published on the Issuer’s website, and in accordance with applicable laws in respect of the Scope 1 and 2 Emissions Amount for the relevant Sustainability Reporting Period and, in the event of a Sustainability Readjustment Event, also in respect of (i) the recalculated Base Scope 1 and 2 Emissions Amount, (ii) the recalculated absolute greenhouse gas emissions for the Scope 1 and 2 Emissions Threshold and (iii) the occurrence of the Sustainability Readjustment Event.

## **6. Redemption**

### **6.1 *Redemption at Maturity***

The Notes shall be repaid in full at their principal amount on 9 June 2027 (the “**Redemption Date**”), unless the Issuer has prepaid the Notes in accordance with Clause 6.2 (*Voluntary Total Redemption*), 6.3 (*Early Redemption due to Withholding Tax Event*), 6.4 (*Residual Call Option*), Clause 9 (*Change of Control*) or Clause 11 (*Events of Default*) below.

### **6.2 *Voluntary Total Redemption***

The Issuer may, at any time, having given not less than ten (10) nor more than sixty (60) calendar days’ notice (an “**Optional Redemption Notice**”) to the Issuer Agent and to the holders of the Notes (the “**Noteholders**”) in accordance with Clause 14 (*Notices and Right to Information*) (which notice shall be irrevocable (other than in the circumstances set out below) and specify the date fixed for redemption) redeem, in whole but not in part, the aggregate principal amount of the Notes on the relevant date (the “**Optional Redemption Date**”) specified for redemption in the relevant Optional Redemption Notice at a redemption price equal to:



- (a) in the case of an Optional Redemption Date occurring before the date falling three (3) months prior to the Redemption Date, the Make-Whole Redemption Amount; or
- (b) in the case of an Optional Redemption Date occurring on or after the date falling three (3) months prior to the Redemption Date, 100 per cent. of the outstanding principal amount of the Notes,

in each case together with accrued but unpaid interest up to (but excluding) the relevant Optional Redemption Date.

Any such notice of redemption may, at the Issuer's discretion, be subject to one or more conditions precedent, in which case such notice shall state that, in the Issuer's discretion, the Optional Redemption Date may be delayed until such time as any or all such conditions shall be satisfied (or waived by the Issuer in its sole discretion), or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied (or waived by the Issuer in its sole discretion) by the Optional Redemption Date, or by the Optional Redemption Date so delayed.

For the purposes of this Clause 6.2:

- (i) **"Make-Whole Redemption Amount"** shall be calculated by the Issuer or on behalf of the Issuer by such a person as the Issuer shall designate and will be the greater of:
  - (a) 100 per cent. of the principal amount of the Notes to be redeemed; and
  - (b) the sum of the then present values of the principal amount outstanding of the Notes and the Remaining Term Interest (for the avoidance of doubt, not including any interest accrued on the Notes to, but excluding, the relevant Optional Redemption Date) discounted to the relevant Optional Redemption Date on an annual basis at the Make-Whole Redemption Rate plus the Make-Whole Redemption Margin;
- (ii) **"Make-Whole Redemption Margin"** means 0.5 per cent.;
- (iii) **"Make-Whole Redemption Rate"** means, with respect to the relevant Optional Redemption Date, the rate *per annum* equal to the annual yield to maturity or interpolated yield to maturity (on the relevant day count basis) of the Reference Bond, assuming a price for the Reference Bond (expressed as a percentage of its nominal amount) equal to the Reference Bond Price for the Reference Date;
- (iv) **"Reference Bond"** means OBL 0 04/27 #185 / ISIN: DE0001141851;
- (v) **"Reference Bond Dealer"** means each of the banks selected by the Issuer, or their affiliates, which are (a) primary government securities dealers, and their respective successors, or (b) market makers in pricing corporate bond issues;
- (vi) **"Reference Bond Dealer Quotations"** mean, with respect to each Reference Bond Dealer and the relevant Optional Redemption Date, the arithmetic average, as determined by the Issuer or on behalf of the Issuer by such person as the Issuer shall designate, of the bid and offered prices for the Reference Bond (expressed in each case as a percentage of its nominal amount) at 11.00 a.m. (Brussels time) on the Reference Date quoted by such Reference Bond Dealer;
- (vii) **"Reference Bond Price"** means (a) the average of five (5) Reference Bond Dealer Quotations, after excluding the highest and lowest of such Reference Bond Dealer Quotations; or (b) if the Issuer obtains fewer than five (5) such Reference Bond Dealer Quotations, the average of all such Reference Bond Dealer Quotations;
- (viii) **"Reference Date"** means the third (3rd) Business Day (as defined in Clause 8 (*Payments*)) prior to the Optional Redemption Date; and

- (ix) “**Remaining Term Interest**” means with respect to the Notes, the aggregate amount of scheduled payment(s) of interest on the Notes from and including the Optional Redemption Date to the date falling three (3) months prior to the Redemption Date, determined on the basis of the rate of interest applicable to the Notes from and including the date on which the redemption in respect of which the Remaining Term Interest is being calculated is to occur and assessed by reference to the Initial Rate of Interest plus, in the event that a Step Up Event has occurred on or prior to the Optional Redemption Date and in respect of the Interest Periods in relation to which any Step Up Margin would otherwise have applied, each applicable Step Up Margin.

The calculations and determinations related to the Make-Whole Redemption Amount made by the Issuer or any party on behalf of the Issuer shall (save for manifest error) be final and binding upon all Noteholders.

### **6.3 Early Redemption due to Withholding Tax Event**

At any time the Issuer may redeem the Notes, in whole but not in part, at a redemption price equal to 100 per cent. of the principal amount of the Notes redeemed, plus accrued and unpaid interest to the date of redemption, if on or after the Issue Date:

- (a) on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay Additional Amounts, as a result of any change in, or amendment to, the laws or regulations of Finland or any political subdivision thereof 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 Issue Date; and
- (b) such obligations 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 in relation to a payment in respect of the Notes then due.

Notice of the redemption shall be given to the Noteholders in accordance with Clause 14 (*Notices and Right to Information*) no later than fifteen (15) Business Days prior to the early redemption date.

### **6.4 Residual Call Option**

If at any time the nominal principal amount of the outstanding Notes is twenty-five (25) per cent. or less of the aggregate nominal amount of the Notes issued at any time (as adjusted by the principal amount of any further issues of Notes under Clause 18 (*Further Issues*)), the Issuer may, at its option, at any time, by giving not less than fifteen (15) nor more than forty-five (45) calendar days’ irrevocable notice, which shall specify the date fixed for redemption, to the Issuer Agent and the Noteholders in accordance with Clause 14 (*Notices and Right to Information*), elect to redeem all of the outstanding Notes, in whole but not in part, at their nominal principal amount together with any accrued but unpaid interest to, but excluding, the date of redemption.

## **7. Status and Security**

The Notes constitute direct, unsubordinated, unsecured and unguaranteed obligations of the Issuer ranking *pari passu* among each other and with all other unsubordinated, unsecured and unguaranteed indebtedness of the Issuer, save for such obligations as may be preferred by mandatory provisions of law.

## **8. Payments**

Interest on and principal of the Notes shall be paid in accordance with the Finnish legislation governing book-entry system and book-entry accounts as well as the rules and decisions of Euroclear Finland.

Should the payment date of interest or principal fall on a date which is not a Business Day (as defined below), the payment of the amount due will be postponed to the next following Business Day. The postponement of the payment date shall not have an impact on the amount payable.

In these terms and conditions, “**Business Day**” means a day on which banks in Helsinki are open for general business and on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open.

## 9. **Change of Control**

If, after the Issue Date, either of the following events shall occur (each, as applicable, a “**Change of Control Put Event**”):

- (i) a Change of Control occurs and, if at the start of the Change of Control Period, the Issuer is rated by any Rating Agency, a Rating Downgrade in respect of that Change of Control occurs within such Change of Control Period; or
- (ii) a Change of Control occurs and, on the occurrence of the Change of Control, the Issuer is not rated by any Rating Agency,

then the Noteholders will have the option (the “**Change of Control Put Option**”) (unless, prior to, or simultaneously with, the giving of the Change of Control Put Event Notice (as defined below), the Issuer gives notice of its intention to redeem the Notes under Clause 6.2 (*Voluntary Total Redemption*) without such notice of redemption stating that the redemption is subject to any conditions precedent or, if the notice states conditions precedent, such conditions precedent having been satisfied or waived, under Clause 6.3 (*Early Redemption due to Withholding Tax Event*) or under Clause 6.4 (*Residual Call Option*)) to require the Issuer to redeem or, at the Issuer’s option, to purchase or procure the purchase of the Notes held by the Noteholders who have required the redemption of the Notes (Change of Control Put), at its principal amount, together with (or, where purchased, together with an amount equal to) accrued interest up to but excluding the applicable redemption date or purchase date, as applicable.

Promptly upon the Issuer becoming aware that a Change of Control Put Event has occurred, the Issuer shall give notice (a “**Change of Control Put Event Notice**”) to the Noteholders in accordance with Clause 14 (*Notices and Right to Information*) 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 Clause.

The Change of Control Put Event Notice shall specify the redemption date or purchase date, as applicable that is a Business Day and include instructions about the actions that a Noteholder needs to take if it wants Notes held by it to be redeemed, or at the Issuer’s option, purchased. If a Noteholder has so requested, and acted in accordance with the instructions in the Change of Control Put Event Notice, the Issuer shall, or shall procure that the relevant Notes shall be redeemed or purchased, as applicable, by the Issuer or a person designated by the Issuer and the amount payable to a Noteholder shall fall due on the redemption date or purchase date, as applicable, specified in the Change of Control Put Event Notice. The redemption date or purchase date, as applicable, must fall no earlier than fifteen (15) Business Days and no later than forty-five (45) Business Days after the date of the Change of Control Put Event Notice.

For the purposes of this Clause 9:

“**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), at any time directly or indirectly come(s) to own or acquire(s) (A) such number of the shares in the capital of the Issuer as carries more than 50 per cent. of the total voting rights normally exercisable at a general meeting of the Issuer or (B) the power to appoint or remove the majority of the members of the Board of Directors 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), if any, and (ii) ending on the date which is the 120th day after the date of the first public announcement of the relevant Change of Control (such

120th 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 its rating of the Issuer, if a Rating Agency publicly announces, at any time during the period commencing on the date which is 60 days prior to the Initial Longstop Date and ending on the Initial Longstop Date, that it has placed its rating of the Issuer under consideration for rating review either entirely or partially 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 90 days after the date of such public announcement by such Rating Agency;

“**Rating Agency**” means Moody’s Investors Service Limited or S&P Global Ratings Europe Limited or any other rating agency of equivalent international standing specified from time to time by the Issuer, and, in each case, their respective successors or affiliates;

a “**Rating Downgrade**” shall be deemed to have occurred in respect of a Change of Control if, within the Change of Control Period, the rating previously assigned to the Issuer by any Rating Agency is (i) withdrawn or (ii) changed from an investment grade rating (Baa3 or BBB-, or its equivalent for the time being, or better) to a non-investment grade rating (Ba1 or BB+, or its equivalent for the time being, or worse) or (iii) if such rating previously assigned to the Issuer by any Rating Agency was below an investment grade rating (as described above), lowered by at least one full rating notch (for example, from Ba1 to Ba2 or BB+ to BB or their respective equivalents); and

“**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 (where “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 120 days of the date of such announcement or statement).

## 10. Negative Pledge

So long as any Note remains outstanding, the Issuer shall not, and the Issuer shall procure that none of its Material Subsidiaries (as defined below in Clause 11 (*Events of Default*)) will, create any mortgage, charge, lien, pledge or other security interest to secure any other notes, bonds or other similar debt securities issued after the issuance of the Notes that are capable of being listed on a stock exchange or subject to trading in a regulated market or multilateral trading facility (or create any such security interest to secure any guarantee or indemnity over such notes, bonds or other similar debt securities), unless the granting of such security interest is required under Finnish law or other law governing such notes, bonds or other debt securities, or unless prior to or simultaneously therewith the Issuer’s obligations under the Notes either (a) are secured equally and rateable therewith or (b) have the benefit of such other security interest or other arrangement (whether or not it includes the granting of a security interest) as shall be approved by a resolution of the Noteholders (as referred to in Clause 13 (*Noteholders’ Meeting and Procedure in Writing*)).

## 11. Events of Default

If an Event of Default (as defined below) occurs, any Noteholder may by a written notice to the Issuer declare the outstanding principal amount of such Note together with the interest then accrued on such Note to be prematurely due and payable at the earliest on the tenth (10th) Business Day from the date such notice was received by the Issuer *provided* that an Event of Default is continuing on the date of receipt of the notice by the Issuer and on the specified early repayment date. Interest on such Note accrues until the early repayment date (excluding the early repayment date). The Issuer shall notify the Noteholders of any existing Event of Default (and the steps, if any, taken to remedy it) in accordance with Clause 14 (*Notices and Right to Information*) promptly upon becoming aware of its occurrence.

Each of the following events shall constitute an event of default (each an “**Event of Default**”):

- (a) **Non-Payment:** Any amount of interest on or principal of the Notes has not been paid within five (5) Business Days from the relevant due date, unless the failure to pay is caused by a reason referred to in Clause 15 (*Force Majeure*).

- (b) **Cross Default:** (i) Any outstanding Indebtedness (as defined below) (other than Indebtedness between members of the Group) is declared due and repayable prematurely by reason of an event of default (howsoever described); (ii) the Issuer or any of its Material Subsidiaries (as defined below) fails to make any payment in respect of outstanding Indebtedness (other than Indebtedness between members of the Group) on the relevant due date as extended by applicable grace period, if any; (iii) any security given by the Issuer or any of its Material Subsidiaries in respect of such outstanding Indebtedness (other than Indebtedness between members of the Group) becomes enforceable by reason of an event of default which is continuing; (iv) the Issuer or any of its Material Subsidiaries defaults in making any payment when due and payable (as extended by applicable grace period, if any) under any guarantee in relation to such outstanding Indebtedness (other than Indebtedness between members of the Group); however, no Event of Default will occur under (i)–(iv) above if the aggregate amount of such payment or outstanding Indebtedness is less than EUR 20 million or its equivalent in foreign currency.

“**Indebtedness**” means, for the purposes of these terms and conditions, indebtedness (whether principal, premium, interest or other amounts) in respect of any notes, bonds, debentures, debenture stock, loan stock or other securities or any borrowed money or any liability under or in respect of any acceptance or acceptance credit of the Issuer or any of its Material Subsidiaries.

Notwithstanding anything above in this Clause 11, a Noteholder shall not be entitled to demand repayment under this sub-clause (b) and the Issuer shall have no obligation to repay if an Event of Default under this sub-clause (b) is not continuing or if the Issuer or its Material Subsidiary has *bona fide* disputed the existence of the occurrence of an Event of Default under this sub-clause (b) in the relevant court or in arbitration within forty-five (45) days of the date when the Issuer or its Material Subsidiary became aware of such alleged Event of Default and that such alleged Event of Default is continuing as long as such dispute has not been finally and adversely adjudicated against the Issuer or its Material Subsidiary.

- (c) **Negative Pledge:** The Issuer does not comply with its obligations under Clause 10 (*Negative Pledge*).
- (d) **Cessation of Business:** The Issuer ceases to carry on its current business in its entirety.
- (e) **Winding-up:** An order is made or an effective resolution is passed for the winding-up (Fi: *selvitystila*), liquidation or dissolution of the Issuer or any of its Material Subsidiaries except for (i) actions which are frivolous (Fi: *perusteeton*) or vexatious (Fi: *oikeuden väärinkäyttö*), or (ii) in the case of a Material Subsidiary, on a voluntary solvent basis.
- (f) **Insolvency:** (i) The Issuer or any of its Material Subsidiaries becomes insolvent or is unable to pay its debts as they fall due; (ii) the Issuer or any of its Material Subsidiaries makes a general assignment or an arrangement or composition with or for the benefit of its creditors (other than the Noteholders); or (iii) an application is filed for it being subject to bankruptcy (Fi: *konkurssi*) or re-organization proceedings (Fi: *yrittysaneeraus*), or for the appointment of an administrator or liquidator of any of the Issuer’s or its Material Subsidiaries’ assets, save for any such applications that are contested in good faith and discharged, stayed or dismissed within forty-five (45) days.

“**Material Subsidiary**” means for the purposes of these terms and conditions, at any time, any Subsidiary of the Issuer:

- (a) whose net sales or total assets (in each case consolidated, in the case of a Subsidiary (as defined below) which itself has Subsidiaries) represent not less than ten (10) per cent. of the consolidated net sales or the consolidated total assets of the Issuer’s Group (as defined below) taken as a whole, all as calculated by reference to the then most recent audited financial statements (consolidated or, as the case may be, unconsolidated) of such Subsidiary and the then most recent audited consolidated financial statements of the Issuer’s Group; or
- (b) to which is transferred the whole or substantially the whole of the sales or assets and undertakings of a Subsidiary which, immediately prior to such transfer, is a Material Subsidiary.

## 12. Taxation

All payments in respect of the Notes by or on behalf of the Issuer shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature (“**Taxes**”) imposed or levied by or on behalf of Finland or any political subdivision or authority of Finland having power to tax, unless the withholding or deduction of the Taxes is required by law. In such case, the Issuer shall pay such additional amounts as shall be necessary in order that the net amount received by the Noteholders after the withholding or deduction shall equal the respective amounts which would have been receivable in respect of the Notes in the absence of the withholding or deduction (such amounts being “**Additional Amounts**”) except that no Additional Amounts shall be payable in relation to any payment in respect of any Note:

- (a) to, or to a third party on behalf of, a Noteholder who is liable to the Taxes in respect of the Note by reason of his having some connection with Finland other than the mere holding of the Note; or
- (b) to, or to a third party on behalf of, a Noteholder who would not be liable or subject to the withholding or deduction by making a declaration of non-residence or other similar claim for exemption to the relevant tax authority.

## 13. Noteholders’ Meeting and Procedure in Writing

- (a) The Issuer may convene a meeting of Noteholders (a “**Noteholders’ Meeting**”) or request a procedure in writing among the Noteholders (a “**Procedure in Writing**”) to decide on amendments of these terms and conditions or other matters as specified below. Euroclear Finland and the Issuer Agent must be notified of a Noteholders’ Meeting or a Procedure in Writing in accordance with the rules of Euroclear Finland.
- (b) Notice of a Noteholders’ Meeting and the initiation of a Procedure in Writing shall be published in accordance with Clause 14 (*Notices and Right to Information*) no later than ten (10) calendar days prior to the Noteholders’ Meeting or the last day for replies in the Procedure in Writing. Furthermore, the notice or the initiation shall specify the time, place and agenda of the Noteholders’ Meeting or the last day and address for replies in the Procedure in Writing (or if the voting is to be made electronically, instructions for such voting) as well as any action required on the part of a Noteholder to attend the Noteholders’ Meeting or to participate in the Procedure in Writing. No matters other than those referred to in the notice of Noteholders’ Meeting or initiation of the Procedure in Writing may be resolved upon at the Noteholders’ Meeting or the Procedure in Writing.
- (c) Only those who, according to the register kept by Euroclear Finland in respect of the Notes, were registered as Noteholders on the fifth (5th) Business Day prior to the Noteholders’ Meeting or on the last day for replies in the Procedure in Writing on the list of Noteholders to be provided by Euroclear Finland in accordance with Clause 14 (*Notices and Right to Information*), or proxies authorized by such Noteholders, shall, if holding any of the principal amount of the Notes at the time of the Noteholders’ Meeting or the last day for replies in the Procedure in Writing, be entitled to vote at the Noteholders’ Meeting or in the Procedure in Writing and shall be recorded in the list of the Noteholders present in the Noteholders’ Meeting or participating in the Procedure in Writing.
- (d) A Noteholders’ Meeting shall be held in Helsinki, Finland, and its chairman shall be appointed by the Issuer. At the Issuer’s discretion, a Noteholder’s Meeting may also be held (or participation to a physical meeting enabled) by telecommunications or other electronic or technical means.
- (e) A Noteholders’ Meeting or a Procedure in Writing shall constitute a quorum only if one (1) or more Noteholders holding in aggregate at least fifty (50) per cent. of the principal amount of the Notes outstanding are/is present (in person or by proxy) in the Noteholders’ Meeting or provide/provides replies in the Procedure in Writing. Any holdings of the Notes by the Issuer and any companies belonging to Issuer’s Group are not included in the assessment whether or not a Noteholders’ Meeting or a Procedure in Writing shall constitute a quorum.

- (f) If, within thirty (30) minutes after the time specified for the start of the Noteholders' Meeting, a quorum is not present, any consideration of the matters to be dealt with at the Noteholders' Meeting may, at the request of and as determined by the Issuer, be adjourned for consideration at a Noteholders' Meeting to be convened on a date no earlier than ten (10) calendar days and no later than forty-five (45) calendar days after the original Noteholders' Meeting at a place to be determined by the Issuer. Correspondingly, if by the last day to reply in the Procedure in Writing no quorum is reached, the time for replies may be extended as determined by the Issuer. The adjourned Noteholders' Meeting or the extended Procedure in Writing shall constitute a quorum if one (1) or more Noteholders holding in aggregate at least ten (10) per cent. of the principal amount of the Notes are/is present in the adjourned Noteholders' Meeting or provide/provides replies in the extended Procedure in Writing.
- (g) Notice of an adjourned Noteholders' Meeting or the extension of the time for replies in the Procedure in Writing, shall be given in the same manner as notice of the original Noteholders' Meeting or the Procedure in Writing. The notice shall also state the conditions for the constitution of a quorum.
- (h) Voting rights of the Noteholders shall be determined according to the principal amount of the Notes held on the date referred to in Clause 13(c) above. The Issuer and any companies belonging to its Group shall not hold voting rights at the Noteholders' Meeting or in the Procedure in Writing.
- (i) Subject to Clause 13(j) below, resolutions shall be carried by a majority of more than fifty (50) per cent. of the votes cast. In the event of a tied vote, the chairman of the meeting shall have the casting vote at a Noteholders' Meeting and the Issuer shall decide on the matter in a Procedure in Writing.
- (j) A Noteholders' Meeting or a Procedure in Writing is entitled to make the following decisions that are binding on all the Noteholders:
  - (i) to amend these terms and conditions of the Notes; and
  - (ii) to grant a temporary waiver on these terms and conditions of the Notes.

However, consent of at least seventy-five (75) per cent. of the aggregate principal amount of the outstanding Notes is required to:

- (i) decrease the principal amount of or interest on the Notes;
- (ii) extend the maturity of the Notes;
- (iii) amend the requirements for the constitution of a quorum at a Noteholders' Meeting or Procedure in Writing; or
- (iv) amend the majority requirements of the Noteholders' Meeting or Procedure in Writing.

The consents can be given at a Noteholders' Meeting, in the Procedure in Writing or by other verifiable means.

The Noteholders' Meeting and the Procedure in Writing can authorize a named person to take necessary action to enforce the decisions of the Noteholders' Meeting or of the Procedure in Writing.

- (k) When consent from the Noteholders representing the requisite majority, pursuant to Clause 13(i) or Clause 13(j), as applicable, has been received in the Procedure in Writing, the relevant decision shall be deemed to be adopted even if the time period for replies in the Procedure in Writing has not yet expired, provided that the Noteholders representing such requisite majority are registered as Noteholders on the list of Noteholders provided by Euroclear Finland in

accordance with Clause 14 (*Notices and Right to Information*) on the date when such requisite majority is reached.

- (l) A representative of the Issuer and a person authorized to act for the Issuer may attend and speak at a Noteholders' Meeting.
- (m) Resolutions passed at a Noteholders' Meeting or in the Procedure in Writing shall be binding on all Noteholders irrespective of whether they have been present at the Noteholders' Meeting or participated in the Procedure in Writing, and irrespective of how and if they have voted.
- (n) Resolutions passed at a Noteholders' Meeting or in the Procedure in Writing shall be notified to the Noteholders in accordance with Clause 14 (*Notices and Right to Information*). In addition, Noteholders are obliged to notify subsequent transferees of the Notes of the resolutions of the Noteholders' Meeting or the Procedure in Writing.

The Issuer shall have the right to amend the technical procedures relating to the Notes in respect of payments or other similar matters without the consent of the Noteholders, a Noteholders' Meeting or a Procedure in Writing. For the sake of clarity, any resolution at a Noteholders' Meeting or in a Procedure in Writing, which extends or increases the obligations of the Issuer, or limits, reduces or extinguishes the rights or benefits of the Issuer, shall be subject to the consent of the Issuer.

#### **14. Notices and Right to Information**

Noteholders shall be advised of matters relating to the Notes by a stock exchange or a press release. Any such notice shall be deemed to have been received by the Noteholders when published in the manner specified in this paragraph.

The Issuer may also deliver notices relating to the Notes in writing directly to the Noteholders at the address appearing on the list of the Noteholders provided by Euroclear Finland in accordance with the below paragraph. Any such notice shall be deemed to have been received by the Noteholders on the third (3<sup>rd</sup>) Business Day following dispatch.

The Noteholders consent to the Issuer being entitled to obtain information on the Noteholders, their contact details and their holdings of the Notes registered in the relevant book-entry securities system from Euroclear Finland and Euroclear Finland shall be entitled to provide such information to the Issuer notwithstanding any secrecy obligation applicable to the same. If requested by the Issuer Agent, the Issuer shall promptly obtain such information from Euroclear Finland and provide it to the Issuer Agent. The Issuer may also on a case by case basis authorize the Issuer Agent or any third party to receive the information referred to above from Euroclear Finland.

Address for notices to the Issuer is as follows:

Huhtamäki Oyj  
Group Treasury  
Revontulenkujä 1  
FI-02100 Espoo, Finland

#### **15. Force Majeure**

The Issuer, the Issuer Agent or the Paying Agent shall not be responsible for any losses of the Noteholders resulting from:

- (a) action of any authorities, war or threat of war, rebellion or civil unrest;
- (b) disturbances in postal, telephone or electronic communications or the supply of electricity which are due to circumstances beyond the reasonable control of the Issuer, the Issuer Agent or the Paying Agent and that materially affect operations of any of them;
- (c) any interruption of or delay in any functions or measures of the Issuer, the Issuer Agent or the Paying Agent as a result of fire or other similar disaster;



- (d) any industrial action, such as strike, lockout, boycott or blockade affecting materially the activities of the Issuer, the Issuer Agent or the Paying Agent even if it only affects part of the employees of any of them and whether any of them is involved therein or not; or
- (e) any other similar force majeure or hindrance which makes it unreasonably difficult to carry on the activities of the Issuer, the Issuer Agent or the Paying Agent.

**16. Prescription**

In case any payment under the Notes has not been claimed by the respective Noteholder entitled to this payment within three (3) years from the original due date thereof, the right to such payment shall be forfeited by the Noteholder and the Issuer shall be permanently free from such payment.

**17. Listing and Secondary Market**

Following the issuance of the Notes, an application will be made to have the Notes listed on the Helsinki Stock Exchange maintained by Nasdaq Helsinki Ltd.

Offers to purchase and sell Notes may be submitted to the Joint Lead Managers, but the Joint Lead Managers are under no obligation to maintain a secondary market for the Notes.

The Issuer shall be entitled to repurchase Notes from the secondary market in any manner and at any price. If purchases are made through a tender offer, the possibility to tender must be available to all Noteholders alike subject to restrictions arising from mandatory securities laws. The repurchased Notes may be held, resold or nullified.

**18. Further Issues**

The Issuer may from time to time, without the consent of and notice to the Noteholders, create and issue further notes having the same terms and conditions as the Notes in all respects (except for the first payment of interest on them, the issue price and/or the minimum subscription amount thereof) by increasing the issued and, if needed, also the aggregate principal amount of the Notes or otherwise. For avoidance of doubt, this Clause 18 shall not limit the Issuer's right to issue any other notes.

**19. Information**

Copies of the documents relating to the Notes shall be available for inspection during office hours at the office of the Issuer at Revontulenkujä 1, FI-02100 Espoo, Finland.

**20. Applicable Law and Jurisdiction**

The Notes are governed by Finnish law.

Any disputes relating to the Notes shall be settled in the first instance at the District Court of Helsinki (Fi: *Helsingin käräjäoikeus*).

## OVERVIEW OF THE OFFERING AND THE NOTES

*This overview is an overview of certain key features of the Offering and the Notes. Any decision by an investor to invest in any Notes should be based on a consideration of the Prospectus as a whole, including the information incorporated by reference herein.*

*Words and expressions in this section shall have the meanings defined in the Terms and Conditions.*

Issuer:	Huhtamäki Oyj, a public limited company incorporated in Finland.
Issuer's LEI code:	5493007050SJVMXN6L29.
Risk Factors:	Investing in the Notes involves risks. The principal risk factors relating to the Issuer and the Notes are discussed in section "Risk Factors" of this Securities Note and in section "Risk Factors" of the Registration Document.
Joint Lead Managers:	BNP Paribas, Citigroup Global Markets Limited, Nordea Bank Abp and Skandinaviska Enskilda Banken AB (publ).
Type and class of the Notes:	Senior unsecured sustainability-linked notes with and aggregate principal amount of EUR 500,000,000.
Ranking of the Notes:	The Notes constitute direct, unsecured, unguaranteed and unsubordinated obligations of the Issuer ranking <i>pari passu</i> among each other and with all other unsecured, unguaranteed and unsubordinated indebtedness of the Issuer, save for such obligations as may be preferred by mandatory provisions of law.
Form of the Notes:	Securities in dematerialized, book-entry form issued in the Infinity-book-entry securities system maintained by Euroclear Finland Oy.
ISIN Code of the Notes:	FI4000523550.
Depository and settlement system:	Euroclear Finland Oy, Urho Kekkosen katu 5 C, FI-00100, Helsinki, Infinity book-entry securities system of Euroclear Finland Oy.
Issue Price of the Notes:	Issue price of 99.449 per cent.
Minimum subscription amount:	EUR 100,000.
Denomination of a book-entry unit:	EUR 100,000.
Issue Date:	9 June 2022.
Redemption Date:	9 June 2027.
Interest on the Notes:	4.250 per cent. per annum.
Step Up Event	Failure to satisfy the Emissions Condition, in which case, upon occurrence of a Step Up Event, then for any Interest Period commencing on or after the Interest Payment Date immediately following the Notification Deadline, the Initial Rate of Interest shall be increased by the Step Up Margin (each term as defined in Clause 5.2 ( <i>Step Up Margin</i> ) of the Terms and Conditions.
Redemption:	At par, bullet, on the Redemption Date, or earlier upon an Event of Default, a Withholding Tax Event or a Change of Control event.

In addition, the Issuer may at any time voluntarily redeem the Notes in whole but not in part. In case the date of the voluntary total redemption is on or after the date falling three (3) months prior to the Redemption Date, the redemption price is 100 per cent. of the outstanding principal amount of the Notes plus accrued but unpaid interest. In case the date of the voluntary total redemption is before the date falling three (3) months prior to the Redemption Date, the redemption price is the Make-Whole Redemption Amount calculated in accordance with the Clause 6.2 (*Voluntary Total Redemption*) plus accrued but unpaid interest.

In addition, the Issuer is entitled to redeem the Notes in full if the outstanding aggregate nominal principal amount of the Notes is twenty-five (25) per cent. or less of the aggregate nominal amount of the Notes.

Covenants, mandatory repurchase and Events of Default:	Change of Control, non-payment, cross default, negative pledge, cessation of business, winding-up and insolvency.
Issuer Agent and Paying Agent:	Skandinaviska Enskilda Banken AB (publ), Helsinki Branch.
Publication date and investors:	The result of the Offering was announced on 1 June 2022 and the Notes were allocated to certain eligible counterparties and professional clients.
Applicable law:	Finnish law.
Description of restrictions on free transferability of the Notes:	Each Note will be freely transferable after it has been registered into the respective book-entry account.
Listing:	Application has been made to have the Notes listed on the Helsinki Stock Exchange. The Notes are expected to be listed on the Helsinki Stock Exchange on or about 13 June 2022.
Interests of the participants of the Offering:	Interests of the Joint Lead Managers: Business interest normal in the financial markets.  The Joint Lead Managers and other entities within the same group and/or their affiliates may have performed and may in the future perform investment or other banking services for the Group in the ordinary course of business for which they may have received and may continue to receive customary fees and commissions.
Estimated net amount of the proceeds:	The aggregate net proceeds to the Issuer from the Offering, after deduction of the fees and expenses payable by the Issuer, will be approximately EUR 495,845,000.
Use of proceeds:	The Issuer shall use the proceeds from the issue of the Notes, less costs and expenses incurred by the Issuer in connection with the issue of the Notes, for refinancing the USD 500 million bridge loan facility with the Joint Lead Managers and/or their affiliates, and for general corporate purposes of the Group (including, without limitation, financing of working capital and bolt-on acquisitions).
Credit rating:	The Notes are BB+ rated by S&P.
Estimated total expenses related to the Offering and Listing:	The total estimated fees and expenses incurred in connection with the Offering and Listing and payable by the Issuer amount in aggregate to approximately EUR 1,600,000.
Date of the entry of the Notes to the book-entry system:	Notes subscribed and paid for have been entered by the Issuer Agent to the respective book-entry accounts of the subscribers on 9 June 2022 in

accordance with the Finnish legislation governing book-entry system and book-entry accounts as well as regulations and decisions of Euroclear Finland Oy.

**THE COMPANY**

**Huhtamäki Oyj**  
Revontulenkujä 1  
FI-02100 Espoo  
Finland

**THE JOINT LEAD MANAGERS**

**BNP Paribas**  
16, boulevard des Italiens  
75009 Paris  
France

**Citigroup Global Markets Limited**  
Citigroup Centre  
Canada Square  
Canary Wharf  
E14 5LB London  
United Kingdom

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