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Deed of Covenant

relating to

Norsk Hydro ASA

EUR 5,000,000,000 Euro Medium Term Note Programme

arranged by

Citigroup Global Markets Limited

Dated 7 November 2022

NORSK HYDRO ASA

as Issuer

This Deed of Covenant is made on 7 November 2022 by NORSK HYDRO ASA (the “**Issuer**”) in favour of the Relevant Account Holders and VPS Registered Holders (each as defined below) from time to time.

Whereas:

- (A) The Issuer proposes to issue from time to time euro medium term notes (the “**Notes**”, which expression shall, if the context so admits, include the Global Notes (in temporary or permanent form) to be initially delivered in respect of Notes and any related coupons and talons) (the “**Programme**”).
- (B) The Issuer wishes to make arrangements for the protection of the interests of Relevant Account Holders in the circumstances set out below.
- (C) The Issuer further wishes to make arrangements whereby VPS Notes (as defined below) may be issued and registered in uncertificated and dematerialised book entry form with a Norwegian Central Securities Depository which will be *Verdipapirsentralen* ASA (the “**VPS**”). The Issuer wishes to constitute the VPS Notes by this deed poll.

This Deed witnesses as follows:

1 Interpretation

1.1 Defined Terms: In this Deed, unless the context otherwise requires:

“**Account Holder**” means a holder of a Securities Account, except for an Account Issuer to the extent that any securities, or rights in respect of securities, credited to such Account Issuer’s Securities Account are held by such Account Issuer for the account or benefit of a holder of a Securities Account with that Account Issuer

“**Account Issuer**” means a Clearing System or a Custodian

“**Acquisition Time**” means, in relation to any Original Account Holder’s Entry, its Effective Time (as defined in the definition of Original Account Holder below) and, in relation to any Subsequent Account Holder’s Entry, its Transfer Time

“**Agency Agreement**” means the agency agreement relating to the Programme dated 7 November 2022 (as amended, supplemented and/or replaced from time to time) between the Issuer, Citibank N.A., London Branch as initial fiscal agent and others

“**Bearer Note**” means a Note in bearer form

“**Clearing System**” means Clearstream, Luxembourg, Euroclear or any other person who is specified as, or who falls within, the definition of “**Alternative Clearing System**”, in the Conditions relating to any Global Note or Global Certificate

“**Clearstream, Luxembourg**” means Clearstream Banking, SA

“**Conditions**” means in respect of the Notes of each Series the terms and conditions applicable thereto which shall be substantially in the form set out in the Agency Agreement as completed by the Final Terms applicable to such Series and as modified, with respect to any Notes represented by a Global Certificate or a Global Note only, by the provisions of such Global Certificate or Global Note, including any additional provisions forming part of such terms and conditions relating to the Notes of that Series that are endorsed on or attached to such Global Note or Global Certificate

An Entry **“corresponds”** with another Entry if (i) both Entries relate to the same Global Note or Global Certificate, (ii) one of those Entries has been debited from the Securities Account of an Account Holder in connection with, and substantially at the same time as, the credit of the other Entry to the Securities Account of another Account Holder and (iii) the purpose of debiting the first Entry and crediting the second Entry was to transfer all rights relating to the debited Entry from the Account Holder to whose Securities Account it was debited to the other Account Holder to whose Securities Account the other Entry has been credited; and one Entry **“corresponds”** with another Entry if they both correspond with a third Entry

“Custodian” means a person who acknowledges to a Clearing System (or to a Custodian and therefore indirectly to a Clearing System) that it holds securities, or rights in respect of securities, for the account or benefit of that Clearing System (or Custodian)

“Direct Rights” means the rights referred to and defined in Clause 2.1

“Entry” means an entry relating to an Original Note (and, if applicable, its related Global Note or Global Certificate) in a Securities Account of an Account Holder

“Euroclear” means Euroclear Bank SA/NV

“Final Terms” means, in relation to a Tranche of Notes, the Final Terms issued specifying the relevant issue details of such Tranche and, in the case of VPS Notes, deposited by the Issuer with the VPS and the VPS Paying Agent

“Fiscal Agent” means Citibank N.A., London Branch as initial fiscal agent or, in relation to any Series, such other replacement or successor fiscal agent as may be appointed pursuant to the Agency Agreement

“Global Certificate” means, subject to Clause 6, a registered certificate issued pursuant to the Agency Agreement representing Registered Notes of one or more Tranches of the same Series that are registered in the name of a nominee or a common nominee for one or more Clearing Systems or Custodians

“Global Note” means, subject to Clause 6, a Global Note (whether in temporary or permanent form) issued pursuant to the Agency Agreement

“Original Account Holder” means an Account Holder who has one or more Entries credited to its Securities Account at the time (the **“Effective Time”**) at which a Rights Notice is given in relation to such Entries

“Original Note” means, in relation to any Global Note, a Bearer Note in definitive form for which such Global Note (or any permanent Global Note for which such Global Note may be exchanged) may be exchanged (or, in relation to a part of a Global Note in respect of which Direct Rights have arisen, would have been exchangeable before the acquisition of such Direct Rights) in accordance with its terms and, in relation to a Global Certificate, a Registered Note that is represented by such Global Certificate (or, in relation to any Registered Note that has become void as the result of the acquisition by an Original Account Holder of Direct Rights in respect of such Registered Note, such Registered Note before it became void)

“outstanding” has the meaning given to it in the Agency Agreement

“Registered Note” means a Note in registered form

“Relevant Account Holder” means in respect of Notes other than VPS Notes, an Original Account Holder or a Subsequent Account Holder, as the case may be

“Rights Notice” means a notice given to the Fiscal Agent by the holder of a Global Note or of the Notes represented by a Global Certificate and in respect of which Notes there has been a failure to pay principal when due in accordance with the Conditions that elects for Direct Rights to arise in relation to the whole or a stated part of such Global Note or one or more Notes represented by such Global Certificate and that identifies the Account Holder and Entries to which such notice relates

“Securities Account” means any arrangement between an Account Issuer and any other person (which may include any other Account Issuer, the **“holder of the Securities Account”**) pursuant to which such Account Issuer may acknowledge to the holder of the Securities Account that it holds securities, or rights in respect of securities, for the account or benefit of such holder and, in relation to a specific Entry, means the Securities Account to which such Entry is credited

“Series” means a series of Notes comprising one or more Tranches, whether or not issued on the same date that (except in respect of the first payment of interest and their issue price) have identical terms and are expressed to have the same series number

“Subsequent Account Holder” means an Account Holder who has had an Entry credited to his Securities Account in connection with the debit of a corresponding Entry in respect of which Direct Rights have arisen from the Securities Account of another Account Holder (a **“Previous Account Holder”**)

“Termination Date” means the first date on which no further Global Certificates or Global Notes may be issued under the Agency Agreement and complete performance of the obligations contained in this Deed and in all outstanding Notes initially represented by Global Notes and Global Certificates occurs

“Tranche” means, in relation to a Series, those Notes of that Series that are issued on the same date at the same issue price and in respect of which the first payment of interest is identical

“Transfer Time” means, in relation to any Subsequent Account Holder’s Entry, the time at which such Entry is credited to his Securities Account

“VPS Notes” means Notes issued in uncertificated and dematerialised book-entry form registered in the VPS

“VPS Paying Agent” means DNB Bank ASA as initial VPS paying agent with respect to VPS Notes or, in relation to any Series, such other replacement or successor VPS Paying Agent as may be appointed pursuant to the Agency Agreement and

“VPS Registered Holder” means each person for the time being and from time to time in whose name a VPS Note is registered or on whose book entry securities account with the VPS a VPS Note is held.

1.2 Headings: Headings shall be ignored in construing this Deed.

1.3 Contracts: References in this Deed to this Deed or any other document are to this Deed or these documents as amended, supplemented or replaced from time to time in relation to the Programme and includes any document that amends, supplements or replaces them.

2 Direct Rights

- 2.1 Acquisition of Direct Rights:** Each Relevant Account Holder shall at the Acquisition Time for each of such Relevant Account Holder's Entries acquire against the Issuer all rights ("**Direct Rights**") that it would have had if, immediately before each such Acquisition Time, it had been the holder of the Original Notes to which each of such Entries relates including, without limitation, the right to receive all payments due at any time in respect of such Original Notes other than those corresponding to any already made (i) under the relevant Global Note or the Notes represented by the relevant Global Certificate before the Effective Time relating to such Original Notes or (ii) at or after such Effective Time and in relation to Subsequent Account Holders, to Previous Account Holders who have had corresponding Entries credited to their Securities Accounts and that have been made in respect of such corresponding Entries.
- 2.2 No Further Act Required:** No further action shall be required on the part of any person in order for such Direct Rights to be acquired and for each Relevant Account Holder severally to have the benefit of, and to be able to enforce, such Direct Rights.
- 2.3 Termination of Direct Rights:** The Direct Rights of each Previous Account Holder in relation to any Entry shall terminate when the Subsequent Account Holder to whose Securities Account a corresponding Entry has been credited acquires Direct Rights in relation to such Entry in accordance with Clause 2.1.

3 Evidence

- 3.1 Records Conclusive:** The records of each Account Issuer shall, in the absence of manifest error, be conclusive evidence as to the matters set out in paragraphs 3.1.1 to 3.1.3, inclusive, below. For the purposes of this Clause one or more certificates issued by an Account Issuer stating:
- 3.1.1** whether or not one or more Rights Notices have been given and, if any such notice has been given:
- (i) the Effective Time in relation to such Rights Notice
 - (ii) the Original Notes to which it related
- 3.1.2** in relation to each Relevant Account Holder:
- (i) the name of the Relevant Account Holder
 - (ii) the Entries in respect of which Direct Rights have arisen (and have not terminated in accordance with Clause 2.3) that are credited to the Securities Account of such Relevant Account Holder
- 3.1.3** in relation to each Entry in respect of which Direct Rights have arisen:
- (i) the Original Note to which such Entry relates
 - (ii) its Acquisition Time
 - (iii) whether any payment made under the relevant Global Note or the Notes represented by the relevant Global Certificate before the Effective Date relating to such Entry was made in respect of the Original Note relating to such Entry

- (iv) the amount of any payments made to Previous Account Holders who have had a corresponding Entry credited to their securities account and that have been made in respect of any such corresponding Entry

shall be conclusive evidence of the records of such Account Issuer at the date of such certificate.

- 3.2 Blocked Securities Accounts:** A certificate from an Account Issuer stating the information set out in sub-Clause 3.1.2 that certifies that one or more of the Entries referred to in that certificate may not be debited or transferred from the Securities Account of the Relevant Account Holder until a certain time and date or before the occurrence of any identified condition precedent shall be conclusive evidence that such Entries remain credited to such Securities Account until such time and date or the satisfaction of such condition precedent.
- 3.3 Original Notes and Entries Treated as Fungible:** Where two or more Entries in the books of any Account Issuer relate to Original Notes that have identical terms and have Direct Rights that are identical in all respects, any certificate given pursuant to this Clause need not identify specific Original Notes or Entries, but may certify that an Entry (or the Direct Rights in respect of it) relates to an Original Note or another Entry that forms one of a class of identical Original Notes and/or Entries having identical Direct Rights.

4 Title to Entries

- 4.1 Each Relevant Account Holder Able to Enforce:** Any Relevant Account Holder may protect and enforce its rights arising out of this Deed in respect of any Entry to which it is entitled in its own name without using the name of or obtaining any authority from any predecessor in title.
- 4.2 Payment to Relevant Account Holder Good Discharge:** Each Relevant Account Holder is entitled to receive payment of the amount due in respect of each of its Entries and of all other sums referable to its Direct Rights to the exclusion of any other person and payment in full by the Issuer to such Relevant Account Holder shall discharge the Issuer from all obligations in respect of each such Entry and such Direct Rights. As a condition precedent to making any payment to a Relevant Account Holder in whole or partial discharge of any Direct Rights, the Issuer shall be entitled to require that reasonable arrangements are made (at the Issuer's expense, as the case may be) for confirmation of the receipt of such payment by the Relevant Account Holder to be given to, and for receipt of such confirmation to be acknowledged by, the Account Issuer in whose books the Entry in respect of which such payment is to be made is credited.

5 Counterparts of this Deed

This Deed may be executed in one or more counterparts all of which when taken together shall constitute the same instrument. Executed originals of this Deed have been delivered to each Clearing System, the VPS, to the Fiscal Agent and the VPS Paying Agent and shall be held to the exclusion of the Issuer until the Termination Date. The Issuer covenants with each Relevant Account Holder and VPS Registered Holder on demand to produce or procure that there is produced an executed original hereof to such Relevant Account Holder or VPS Registered Holder, as the case may be, and allow it to take copies thereof on demand at any reasonable time. Any Relevant Account Holder or VPS Registered Holder, as the case may be, may, in any proceedings relating to this Deed, protect and enforce its rights arising out of this Deed in respect of any Entry or VPS Note to which it is entitled (in the case of Relevant

Account Holders only, upon the basis of a statement by an Account Issuer as provided in Clause 3) and a copy of this Deed certified as being a true copy by a duly authorised officer of any Clearing System, the VPS, the Fiscal Agent or the VPS Paying Agent without the need for production in such proceedings or in any court of the actual records or this Deed. Any such certification shall be binding, except in the case of manifest error, upon the Issuer and all Relevant Account Holders and VPS Registered Holders. This Clause shall not limit any right of any Relevant Account Holder or VPS Registered Holder to the production of the originals of such records or documents in evidence.

6 Amendment and Disapplication of this Deed

6.1 Amendment of this Deed: The Issuer may not amend, vary, terminate or suspend this Deed or its obligations under it until after the Termination Date unless such variation, termination or suspension shall have been approved by an Extraordinary Resolution (as defined in the Agency Agreement) to which the special quorum provisions specified in the Notes apply to the holders of each series of Notes outstanding, save that nothing in this Clause shall prevent the Issuer from increasing or extending its obligations under this Deed by way of supplement to it at any time.

6.2 Disapplication of this Deed: This Deed shall not apply to a Global Note or Global Certificate if:

6.2.1 the Conditions applicable to such Global Note or Global Certificate state that this Deed shall not apply or

6.2.2

- (i) the Issuer execute a further agreement, deed, instrument or other document (the “**New Covenant**”) that confers upon the Account Holders who have Entries relating to such Global Note or Global Certificate credited to their Securities Account rights that are substantially similar to the Direct Rights
- (ii) such Global Note or Global Certificate is issued after the date of execution of the New Covenant
- (iii) the provisions of the New Covenant are disclosed to the subscribers of the related Notes.

7 Payments

7.1 Payments Free of Taxes: All payments by the Issuer under this Deed shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by a Relevant Jurisdiction (as defined in the Conditions), unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts as will result in the receipt by the Relevant Account Holders and VPS Registered Holders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable:

7.1.1 to, or to a third party on behalf of, a Relevant Account Holder or a VPS Registered Holder, as the case may be, who is subject to such taxes, duties, assessments or governmental charges by reason of its having some connection with the Relevant Jurisdiction other than merely having the relevant Entry credited to its Securities Account or holding the VPS Note; or

7.1.2 in respect of any demand made more than 30 days after the date upon which demand may first be made hereunder, except to the extent that the Relevant Account Holder or the VPS Registered Holder would have been entitled to such additional amounts on making such demand on the thirtieth such day.

7.2 **Stamp Duties:** The Issuer covenants to and agrees with the Relevant Account Holders and the VPS Registered Holders that it shall pay promptly, and in any event before any penalty becomes payable, any stamp, documentary, registration or similar duty or tax payable in the Relevant Jurisdiction, Belgium or Luxembourg, as the case may be, or in the country of any currency in which Notes may be denominated or amounts may be payable in respect of the Notes or any political subdivision or taxing authority thereof or therein in connection with the entry into, performance, enforcement or admissibility in evidence of this Deed and/or any amendment of, supplement to or waiver in respect of this Deed, and shall indemnify each of the Relevant Account Holders and the VPS Registered Holders, on an after tax basis, against any liability with respect to or resulting from any delay in paying or omission to pay any such tax.

8 The VPS Notes

The Issuer hereby constitutes the VPS Notes, and covenants in favour of each VPS Registered Holder that it will duly perform and comply with the obligations expressed to be undertaken by it in the Conditions (and for this purpose any reference in the Conditions to any obligation or payment under or in respect of the Notes shall be construed to include a reference to any obligation or payment under or pursuant to this provision).

9 The Terms and Conditions

The Conditions of the VPS Notes as set out in Schedule 2 Part C of the Agency Agreement shall be deemed to be incorporated by reference in, and to form part of, this Deed of Covenant and shall have effect as if they had been set out in full herein and references therein to the "applicable Final Terms" shall, in the case of any Tranche of VPS Notes, be deemed to be references to the Final Terms in respect of such Tranche deposited by the Issuer with the VPS and the VPS Paying Agent.

10 Governing Law and Jurisdiction

10.1 **Governing Law:** This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

10.2 **Jurisdiction:** The courts of England are to have jurisdiction to settle any disputes that may arise out of or in connection with this Deed and accordingly any legal action or proceedings arising out of or in connection with this Deed ("**Proceedings**") may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of such courts and waives any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This Clause is for the benefit of each of the Relevant Account Holders and the VPS Registered Holders and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

10.3 **Agent for Service of Process:** The Issuer irrevocably appoints Hydro Aluminium Deeside Limited of Bridge Road, Wrexham Industrial Estate, Wrexham, Clwyd, LL13 9PS, United Kingdom as its agent in England to receive service of process in any Proceedings in England

based on this Deed and notes that all service of process should be marked for the attention of Mr. Daniel Morear, Finance Director with a copy to daniel.morear@hydro.com. If for any reason the Issuer does not have such an agent in England or Wales, it shall promptly appoint a substitute process agent and notify the Noteholders of such appointment in accordance with the Conditions. Nothing herein shall affect the right to serve process in any other manner permitted by law.

In witness whereof the Issuer has caused this Deed to be duly delivered as a deed the day and year first above mentioned.

NORSK HYDRO ASA

By: 

Name: 

By: 

Name: 