

BASE PROSPECTUS

ATLAS COPCO AB

(incorporated with limited liability in the Kingdom of Sweden)

U.S.\$3,000,000,000

Euro Medium Term Note Programme

This Base Prospectus has been approved by the United Kingdom Financial Services Authority (the “FSA”), in its capacity as United Kingdom competent authority for the purposes of Directive 2003/71/EC and relevant implementing measures in the United Kingdom, as a base prospectus issued in accordance with Article 5.4 of the Prospectus Directive and relevant implementing measures in the United Kingdom for the purpose of giving information with regard to the issue of notes (“Notes”) under the Euro Medium Term Note Programme (the “Programme”) described in this Base Prospectus during the period of twelve months after the date hereof. Applications have been made for such Notes to be admitted during the period of twelve months after the date hereof to listing on the Official List of the FSA and to trading on the Regulated Market of the London Stock Exchange plc (the “London Stock Exchange”). The Regulated Market of the London Stock Exchange is a regulated market for the purposes of Directive 2004/39/EC on markets in financial instruments. The Programme also permits Notes to be issued on the basis that they will not be admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system or to be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed with Atlas Copco AB (the “Issuer”).

Notes may only be issued under the Programme that have a denomination of at least EUR 100,000 (or its equivalent in any other currency).

Investing in Notes issued under the Programme involves certain risks. The principal risk factors that may affect the abilities of the Issuer to fulfil its obligations under the Notes are discussed under “Risk Factors” beginning on page 6.

Standard and Poor’s Credit Market Services Europe Limited (“S&P”) and Moody’s Deutschland GmbH (“Moody’s”) have each issued credit ratings of the Issuer and the programme. S&P and Moody’s are established in the European Union and registered under the CRA Regulation (as defined below). Tranches of Notes may be rated or unrated. Where a Tranche of Notes is rated, such rating will not necessarily be the same as the ratings assigned to the Programme and the applicable rating(s) will be specified in the relevant Final Terms. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under regulation (EC) no 1060/2009 of the European Parliament and of the Council of 16 September 2009 on Credit Rating Agencies (the “CRA Regulation”) unless the rating is provided by a credit rating agency operating in the European Union before 7 June 2010 which has submitted an application for registration in accordance with the CRA Regulation and such registration has not been refused. A rating is not a recommendation to buy, sell or hold Notes and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation.

Arranger

Deutsche Bank

Dealers

BNP PARIBAS

Crédit Agricole

Deutsche Bank

HSBC

Citigroup

Danske Bank

Handelsbanken Capital Markets

Nordea

SEB

7 March 2012

IMPORTANT NOTICES

The Issuer accepts responsibility for the information contained in this Base Prospectus and declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Base Prospectus is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

Each Tranche (as defined herein) of Notes will be issued on the terms set out herein under “Terms and Conditions of the Notes” (the “**Conditions**”) as supplemented by a document specific to such Tranche called final terms (the “**Final Terms**”) or in a separate prospectus specific to such Tranche (the “**Drawdown Prospectus**”) as described under “Final Terms and Drawdown Prospectuses” below. In the case of a Tranche of Notes which is the subject of a Drawdown Prospectus, each reference in this Base Prospectus to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus unless the context requires otherwise. This Base Prospectus must be read and construed together with any amendments or supplements hereto and with any information incorporated by reference herein and, in relation to any Tranche of Notes which is the subject of Final Terms, must be read and construed together with the relevant Final Terms.

The Issuer has confirmed to the Dealers named under “Subscription and Sale” below that this Base Prospectus contains all information which is (in the context of the Programme, the issue and offering of the Notes) material; that such information is true and accurate in all material respects and is not misleading in any material respect; that any opinions, predictions or intentions expressed herein are honestly held or made and are not misleading in any material respect; that this Base Prospectus does not omit to state any material fact necessary to make such information, opinions, predictions or intentions (in the context of the Programme, the issue and offering of the Notes) not misleading in any material respect; and that all proper enquiries have been made to verify the foregoing.

No person has been authorised to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other document entered into in relation to the Programme or any information supplied by the Issuer or such other information as is in the public domain and, if given or made, such information or representation should not be relied upon as having been authorised by the Issuer or any Dealer.

Neither the Arranger nor the Dealers nor any of their respective affiliates have authorised the whole or any part of this Base Prospectus and none of them makes any representation or warranty or to the fullest extent permitted by law accepts any responsibility as to the content, accuracy or completeness of the information contained in this Base Prospectus or any other statement, made or purported to be made by the Arranger or the Dealers or on its behalf in connection with the Issuer or the issue and offering of the Notes. The Arranger and each Dealer accordingly disclaims all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of this Base Prospectus or any such statement. Neither the delivery of this Base Prospectus or any Final Terms nor the offering, sale or delivery of any Note shall, in any circumstances, create any implication that the information contained in this Base Prospectus is true subsequent to the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the prospects or financial or trading position of the Issuer since the date thereof or, if later, the date upon which this Base Prospectus has been most recently amended or supplemented or that any other information supplied in connection with

the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Base Prospectus and any Final Terms and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus or any Final Terms comes are required by the Issuer and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of this Base Prospectus or any Final Terms and other offering material relating to the Notes, see “*Subscription and Sale*”. In particular, Notes have not been and will not be registered under the United States Securities Act of 1933 (as amended) (the “**Securities Act**”) or with any securities regulatory authority of any State or other jurisdiction of the United States. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons as defined in Regulation S. Notes in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to United States persons (as defined in the U.S. Inland Revenue code of 1986, as amended (the “**Code**”) and the U.S. Treasury regulations thereunder.

NEITHER THE PROGRAMME NOR THE NOTES HAVE BEEN APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE “SEC”). ANY STATE SECURITIES COMMISSION IN THE UNITED STATES OR ANY OTHER U.S. REGULATORY AUTHORITY, NOR HAS ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF ANY OFFERING OF NOTES OR THE ACCURACY OR ADEQUACY OF THIS BASE PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.

Neither this Base Prospectus nor any Final Terms constitutes an offer or an invitation to subscribe for or purchase any Notes and should not be considered as a recommendation by the Issuer, the Dealers or any of them that any recipient of this Base Prospectus or any Final Terms should subscribe for or purchase any Notes. Each recipient of this Base Prospectus or any Final Terms shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer.

The maximum aggregate principal amount of Notes outstanding at any one time under the Programme will not exceed U.S.\$3,000,000,000 (and for this purpose, any Notes denominated in another currency shall be converted into U.S. dollars at the date of the agreement to issue such Notes (calculated in accordance with the provisions of the Dealer Agreement). The maximum aggregate principal amount of Notes which may be outstanding at any one time under the Programme may be increased from time to time, subject to compliance with the relevant provisions of the Dealer Agreement as defined under “*Subscription and Sale*”.

In this Base Prospectus, unless otherwise specified, references to a “**Member State**” are references to a Member State of the European Economic Area (“**EEA**”), references to a “**Relevant Member State**” are references to a Member State which has implemented the Prospectus Directive, references to “**U.S.\$**”, “**U.S. dollars**” or “**dollars**” are to United States dollars, references to “**EUR**” or “**euro**” or “**€**” are to the single currency introduced at the start of the third stage of European Economic and Monetary Union, and as defined in Article 2 of Council Regulation (EC) No 974/98 of 3 May 1998 on the introduction of the euro, as amended, references to “**SEK**” or “**Kronor**” are to Swedish Kronor, the expression “**Prospectus Directive**” means Directive 2003/71/EC (and amendments thereto, including

the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression “**2010 PD Amending Directive**” means Directive 2010/73/EU.

For purposes of reference only, the exchange rate, as quoted by the Riksbank (the Swedish Central Bank), for conversion of Swedish Krona into U.S. dollars was SEK 6.6884 = U.S.\$1 on 7 March 2012. This exchange rate is for indicative purposes only; it should not be construed as a representation that amounts of Kronor could be converted into or settled in U.S. dollars at such rate or any other.

Following the change to the organisational structure from three business areas to four business areas in 2011, financial information for prior years has been presented in this document in accordance with the present structure.

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

This Base Prospectus has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a Relevant Member State) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Notes. Accordingly any person making or intending to make an offer in that Relevant Member State of Notes which are the subject of an offering contemplated in this Prospectus as completed by Final Terms in relation to the offer of those Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the Issuer nor any Dealer have authorised, nor do they authorise, the making of any offer of Notes in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of a Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment shall be conducted by the relevant Stabilising Manager(s) (or persons acting on behalf of the Stabilising Manager(s)) in accordance with all applicable laws and rules.

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the relevant Notes and the

information contained or incorporated by reference in this Base Prospectus or any applicable supplement;

- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its own particular financial situation, an investment in the relevant Notes and the impact such investment will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the currency in which such investor's financial activities are principally denominated;
- (iv) thoroughly understand the terms of the relevant Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

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

FORWARD LOOKING STATEMENTS

This Base Prospectus contains certain forward-looking statements. The words "anticipate", "believe", "expect", "plan", "intend", "aims", "estimate", "will", "would", "may", "could" and similar expressions are intended to identify forward-looking statements. All statements other than statements of historical fact included in this Base Prospectus, including, without limitation, those regarding the financial position, business strategy, management plans and objectives for future operations of the Issuer are forward looking statements. These forward-looking statements involve known and unknown risks, uncertainties and other factors, which may cause our actual results, performance or achievements, or industry results, to be materially different from those expressed or implied by these forward-looking statements. These forward looking statements are based on numerous assumptions regarding the Issuer's present and future business strategies and the environment in which it expects to operate in the future. Any forward-looking statements made by or on behalf of the Issuer speak only as at the date they are made. The Issuer does not undertake to update forward-looking statements to reflect any changes in its expectations with regard thereto or any changes in events, conditions or circumstances on which any such statement is based.

TABLE OF CONTENTS

OVERVIEW	1
RISK FACTORS	6
INFORMATION INCORPORATED BY REFERENCE	19
USE OF PROCEEDS	20
FINAL TERMS AND DRAWDOWN PROSPECTUSES	21
FORMS OF THE NOTES	22
TERMS AND CONDITIONS OF THE NOTES	25
FORM OF FINAL TERMS	54
SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM	71
DESCRIPTION OF THE ISSUER	75
TAXATION	95
SUBSCRIPTION AND SALE	97
GENERAL INFORMATION	99

OVERVIEW

This overview must be read as an introduction to this Base Prospectus and any decision to invest in the Notes should be based on a consideration of the Base Prospectus as a whole, including any information incorporated by reference.

Words and expressions defined in the “Conditions” below or elsewhere in this Base Prospectus have the same meanings in this overview.

- Issuer:** Atlas Copco AB
- Arranger:** Deutsche Bank AG, London Branch
- Dealers:** BNP PARIBAS, Citigroup Global Markets Limited, Credit Agricole Corporate and Investment Bank, Danske Bank A/S, Deutsche Bank AG, London Branch, HSBC Bank plc, Nordea Bank Danmark A/S, Skandinaviska Enskilda Banken AB (publ) and Svenska Handelsbanken AB (publ) and any other Dealer appointed from time to time by the Issuer either generally in respect of the Programme or in relation to a particular Tranche of Notes.
- Fiscal Agent:** Deutsche Bank AG, London Branch.
- Final Terms or Drawdown Prospectus:** Notes issued under the Programme may be issued either (1) pursuant to this Base Prospectus and associated Final Terms or (2) pursuant to a Drawdown Prospectus. The terms and conditions applicable to any particular Tranche of Notes will be the Terms and Conditions of the Notes as supplemented by the relevant Final Terms or, as the case may be, set out in the relevant Drawdown Prospectus.
- Listing and Trading:** Applications have been made for Notes to be admitted during the period of twelve months after the date hereof to listing on the Official List of the FSA and to trading on the Regulated Market of the London Stock Exchange. The Programme also permits Notes to be issued on the basis that they will not be admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system or to be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed with the Issuer.
- Clearing Systems:** Euroclear and/or Clearstream, Luxembourg and/or, in relation to any Tranche of Notes, any other clearing system as may be specified in the relevant Final Terms.
- Initial Programme Amount:** Up to U.S.\$3,000,000,000 (or its equivalent in other currencies) aggregate principal amount of Notes outstanding at any one time.

Issuance in Series: Notes will be issued in Series. Each Series may comprise one or more Tranches issued on different issue dates. The Notes of each Series will all be subject to identical terms, except that the issue date and the amount of the first payment of interest may be different in respect of different Tranches. The Notes of each Tranche will all be subject to identical terms in all respects save that a Tranche may comprise Notes of different denominations.

Forms of Notes: Notes may only be issued in bearer form. Each Tranche of Notes will initially be in the form of either a Temporary Global Note or a Permanent Global Note, in each case as specified in the relevant Final Terms. Each Global Bearer Note which is not intended to be issued in a new global note form (a “**Classic Global Note**” or “**CGN**”), as specified in the relevant Final Terms, will be deposited on or around the relevant issue date with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and each Global Bearer Note which is intended to be issued in new global note form (a “**New Global Note**” or “**NGN**”), as specified in the relevant Final Terms, will be deposited on or around the relevant issue date with a common safekeeper for Euroclear and/or Clearstream, Luxembourg. Each Temporary Global Note will be exchangeable for a Permanent Global Note or, if so specified in the relevant Final Terms, for Definitive Notes. If the TEFRA D Rules are specified in the relevant Final Terms as applicable, certification as to non-U.S. beneficial ownership will be a condition precedent to any exchange of an interest in a Temporary Global Note or receipt of any payment of interest in respect of a Temporary Global Note. Each Permanent Global Note will be exchangeable for Definitive Notes in accordance with its terms. Definitive Notes will, if interest-bearing, have Coupons attached and, if appropriate, a Talon for further Coupons.

Currencies: Notes may be denominated in U.S. dollars, euro or Kronor or in any other currency or currencies, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements. Payments in respect of Notes may, subject to such compliance, be made in and/or linked to, any currency or currencies other than the currency in which such Notes are denominated.

Status of the Notes: Notes will be issued on an unsubordinated basis.

Substitution: The terms of the Notes permit the substitution of the Issuer, without the consent of Noteholders, for a subsidiary of the Issuer as principal debtor in respect of any Series of Notes

issued under the Programme, subject to satisfaction of the conditions as described in “*Terms and Conditions of the Notes - Substitution*”.

Issue Price: Notes may be issued at any price and either on a fully or partly paid basis, as specified in the relevant Final Terms. The price and amount of Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions.

Maturities: Any maturity subject, in relation to specific currencies, to compliance with all applicable legal and/or regulatory and/or central bank requirements.

Where Notes have a maturity of less than one year and either (a) the issue proceeds are received by the Issuer in the United Kingdom or (b) the activity of issuing the Notes is carried on from an establishment maintained by the Issuer in the United Kingdom, such Notes must: (i) have a minimum redemption value of £100,000 (or its equivalent in other currencies) and be issued only to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses; or (ii) be issued in other circumstances which do not constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (“**FSMA**”) by the Issuer.

Redemption: Notes may be redeemable at par or at such other Redemption Amount (detailed in a formula, index or otherwise) as may be specified in the relevant Final Terms. Notes may also be redeemable in two or more instalments on such dates and in such manner as may be specified in the relevant Final Terms.

Optional Redemption: Notes may be redeemed before their stated maturity at the option of the Issuer (either in whole or in part) and/or the Noteholders to the extent (if at all) specified in the relevant Final Terms.

Tax Redemption: Except as described in “Optional Redemption” above, early redemption will only be permitted for tax reasons as described in Condition 10(b) (*Redemption and Purchase -Redemption for tax reasons*).

Interest: Notes may be interest-bearing or non-interest bearing. Interest (if any) may accrue at a fixed rate or a floating rate

or other variable rate or be index-linked and the method of calculating interest may vary between the issue date and the maturity date of the relevant Series.

Denominations: No Notes may be issued under the Programme which (a) have a minimum denomination of less than EUR 100,000 (or its equivalent in another currency), (b) carry the right to acquire shares (or transferable securities equivalent to shares) issued by the Issuer or by any entity to whose group the Issuer belongs. Subject thereto, Notes will be issued in such denominations as may be specified in the relevant Final Terms, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements.

Notes may only be issued under the Programme that have a denomination of at least EUR 100,000 (or its equivalent in any other currency). Notes may be issued under the Programme in minimum Specified Denominations and one or more higher integral multiples of another smaller amount.

Negative Pledge: The Notes will have the benefit of a negative pledge as described in Condition 5(a) (*Negative Pledge*).

Cross Default: The Notes will have the benefit of a cross default as described in Condition 13 (*Events of Default*).

Taxation: All payments in respect of Notes will be made free and clear of withholding taxes of the Kingdom of Sweden unless the withholding is required by law. In that event, the Issuer will (subject as provided in Condition 12 (*Taxation*)) pay such additional amounts as will result in the Noteholders receiving such amounts as they would have received in respect of such Notes had no such withholding been required.

Governing Law: English law.

Ratings: S&P has assigned the Issuer a corporate credit rating of “A/Stable/A-1”, a senior unsecured credit rating of “A” and a commercial paper rating of “A-1”. Moody’s has assigned the Issuer a senior unsecured (domestic and foreign currency) rating of “A3”, a senior unsecured MTN (foreign currency) rating of “(P)A3” and a commercial paper rating of “P-2”.

S&P has assigned a long-term issue credit rating of “A” to the Programme. Moody’s has assigned a senior unsecured credit rating of “(P)A3” and a short-term credit rating of “(P)P-2” to the Programme.

S&P and Moody’s are established in the European Union

and registered under the CRA Regulation. Tranches of Notes may be rated or unrated. Where a Tranche of Notes is rated, such rating will not necessarily be the same as the ratings assigned to the Programme and, the applicable rating(s) will be specified in the relevant Final Terms. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under the CRA Regulation unless the rating is provided by a credit rating agency operating in the European Union before 7 June 2010 which has submitted an application for registration in accordance with the CRA Regulation and such registration has not been refused.

A rating is not a recommendation to buy, sell or hold Notes and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation.

Enforcement of Notes in Global Form:

In the case of Global Notes, individual investors' rights against the Issuer will be governed by a Deed of Covenant dated 7 March 2012 a copy of which will be available for inspection at the specified office of the Fiscal Agent.

Selling Restrictions:

For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of offering material in the United States of America, the United Kingdom and the Kingdom of Sweden, see “*Subscription and Sale*” below.

RISK FACTORS

The management of the Issuer believes that the following factors may affect its ability to fulfil its obligations under Notes issued under the Programme. Most of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring. In addition, factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below. The management of the Issuer believes that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons and the Issuer does not represent that the statements below regarding the risks of holding any Notes are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus (including any documents incorporated by reference herein) and reach their own views prior to making any investment decision.

By investing in any Notes issued under the Programme, investors risk losing part or all of their investment.

Factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme

The Group's products are used in industries which are either cyclical or affected by general economic conditions.

The demand for the Group's products and services is affected by changes in customers' investment plans and production levels. Customers' investment plans could change materially in the case of a widespread financial crisis and economic downturn, such as the one experienced in 2008-2009, or in the case of an economic downturn in a particular industry, country or region. Financial crises may also have an impact on customers' ability to finance their investments. In addition, changes in the political situation in a region or country or political decisions affecting an industry or country could also materially impact on investments in equipment. Also, the replacement needs of existing production capacity, new competing technologies, competitive pressures and other economic factors in its customer industries could also have a material adverse effect on the Group's business, financial condition and results of operations. Although the Issuer believes that the Group's sales are well diversified with customers in more than 170 countries, it is likely that the Group would be affected by an economic downturn in the markets in which it operates.

If the Group fails to develop, launch and market new products, respond to technological development or compete effectively, its business and revenues may suffer.

The Group's long-term growth and profitability is dependent on its ability to develop and successfully launch and market new products. The Group's revenues and market share may suffer if it is unable to successfully introduce new products in a timely fashion or if any new or enhanced products or services are introduced by its competitors that its customers find more advanced and/or better suited to their needs. While the Group continuously invests in research and development to develop products in line with customer demand and expectations, if it is not able to keep pace with product development and technological advances, including also shifts in technology in the markets in which it operates, or to meet customer demands, this could have a material adverse effect on the Group's business, results of operations and financial condition.

The markets for the Group's products are highly competitive in terms of pricing, product design and service quality, the timing of development and introduction of new products, customer service and terms of financing. The Group faces intense competition from significant competitors and to a lesser extent small regional companies. If it does not compete successfully in all its business areas and does not anticipate and respond to changes in evolving market demands, including for new products, it will not be able to compete successfully in its markets, which could have a material adverse effect on the Group's business, results of operations and financial condition.

One of the challenges in this respect will be to continuously develop innovative, sustainable products that consume less resources, such as energy, water, steel, and human effort, over the entire life cycle of the product. Product development efforts also reflect national and regional legislation in the United States and the European Union on issues such as emissions, noise, vibrations and recycling. This may increase the risk of competition in emerging markets where low-cost products are not affected by such rules.

The planning and implementation of the Group's business operations seeks to take into account market opportunities and opportunities to acquire new businesses. The Group's long-term development is affected by business development risks that are related to unanticipated changes in market situations and the introduction of new products. Any failure in the Group's business development could have a material adverse effect on the Group's business, results of operations and financial condition.

If the Group's manufacturing and production facilities are damaged, destroyed or closed for any reason, its ability to distribute its products will be significantly affected.

The Group has a global manufacturing strategy based on manufacturing core components complemented with sourcing of other components from sub-suppliers. The core component manufacturing is concentrated into few locations and if these facilities are destroyed or closed for any reason, or the equipment in the facilities is significantly damaged, or there are severe interruptions in its productions, the Group is likely to face setbacks in its ability to manufacture and distribute its products. Such circumstances, to the extent it is unable to find an alternative manufacturing and production facility or repair the damaged facilities or damaged equipment in a timely and cost-efficient manner, could have a material adverse effect on the Group's business, results of operations and financial condition. In addition, the availability of non-core components is dependent on the sub-suppliers and if they have interruptions or if they do not have enough capacity, this could have an adverse effect on the Group's business and results of operations. The Group is also directly and indirectly exposed to raw material prices, which often coincide with strong end-customer demand. While the Group holds property and business interruption insurances in amounts the Issuer believes to be appropriate, there can be no assurances that the Group will be able to fully recover such amounts or that recovered amounts will be sufficient to cover the Group's losses.

The Group is dependent on the efficiency of its distribution centres and its customer centres' sales and service organisation.

The Group distributes its products and services directly to the end customers, but also through distributors and rental companies. The bulk of the physical distribution of products passes through a number of distribution centres. Should the distribution centres be subject to disruptions it could have a material adverse effect on the Group's revenues and results of operations.

The customer centres in each market are typically responsible for contacts with the end customers as well as the delivery of service to them. Should the customer centres' sales and

service organisation not be able to successfully sell products and perform service, or be subject to disruptions, it could have an adverse effect on the Group's revenues and results of operations.

Any difficulties the Group encounters relating to the integration of recent or future acquisitions could have a material adverse effect on the Group's business, results of operations and financial condition.

In addition to organically growing the Group's business, the Group continuously evaluates potential value added acquisitions in the core areas of its business to complement its existing product portfolio, to gain access to new markets and to create synergies. Consequently, it has acquired several new businesses every year and it intends to continue to acquire businesses that it believes fit its long-term strategy. The process of coordinating and integrating acquired businesses with the Group's own business, and making them operate as one business, has and will continue to require managerial and financial resources. In addition, the integration process could also cause the interruption to, or a loss of momentum in, the activities of its business, which could have a material adverse effect on the Group's operations.

The management of integration of the businesses, systems and culture of any acquired business requires, among other things, the continued development of its financial and management controls, including the integration of information systems and structure, the integration of product offerings and customer base and the training of new personnel, all of which could disrupt and place a strain on the Group's management resources as well as require significant expenditure. Any significant diversion of the Issuer's executive management's attention and other resources or any major difficulties encountered in the integration of an acquired business could have a material adverse effect on the Group's business, financial condition and results of operations.

In agreeing to acquire new businesses, the Issuer makes certain assumptions and determinations on, among other things, future sales and need for capital expenditures, based on its investigation of the respective businesses and other information then available. While the Issuer believes it is well positioned to assess the opportunities and risks associated with these acquisitions, the Issuer cannot provide assurance that its assumptions and determinations will prove to be correct and liabilities, contingencies or losses, if realised, could have a material adverse effect on the Group's business, results of operations and financial condition.

Should the current credit market conditions deteriorate, the Group could encounter difficulty in repaying its debts and financing its operations.

The Group's ability to finance its operations depends on a number of factors, such as the availability of cash flows from operations and access to additional debt and equity financing, and there can be no assurance that such funds will be available. In addition, the adverse developments in the credit markets, as well as other future adverse developments, such as the further deterioration of the overall financial markets and a worsening of general economic conditions, may negatively impact the Group's ability to borrow additional funds as well as the cost and other terms of funding. The failure to obtain sufficient funding for operations or the increased costs or unfavourable terms of financing could have a material adverse effect on the Group's business, financial condition and results of operations. Further, difficulties the Group may encounter in financing its capital investments may prevent the realisation of its strategic plans and could result in the Group having to forego opportunities that may arise in the future. This could, in turn, have a negative impact on the Group's competitive position.

The Group is exposed to risk of currency fluctuation.

The Group sells its products in over 170 countries, and, consequently, it records both cost and revenues in a variety of foreign currencies. The Group incurs foreign currency transaction risk because its operating costs are primarily in Swedish krona and euro, while a significant portion of its sales are denominated in currencies other than the Swedish krona and euro, principally the U.S. dollar. The value of the U.S. dollar has, during the past three years, declined significantly against the Swedish krona and euro. The Group's business areas have to respond to exchange rate movements that affect their operating environments. The Group decides from time to time if parts of any transaction exposure should be hedged. However, there can be no assurance that any hedging measures will shield the Group from significant foreign risk exposure and consequent risks. Accordingly, there is a risk that significant movements in currency exchange rates will have a material adverse effect on the Group's business, financial condition and results of operations.

The Issuer also incurs foreign currency translation risk to the extent that its subsidiaries' assets, liabilities, revenues and expenses are recorded in currencies other than the Swedish krona. The main currency, besides the Swedish krona, where the Group has assets, is the euro. The Group's practice is to reduce foreign currency translation risks through loans in currencies where it has assets. In order to prepare its consolidated financial statements, the Issuer must translate those assets, liabilities, revenues and expenses into Swedish krona at then-applicable exchange rates. Consequently, increases and decreases in the value of the Swedish krona versus other currencies will affect the amount of these items in its consolidated financial statements, even if their value has not changed in their original currency. These translations could significantly impact the Group's Other Comprehensive Income and book value of Equity.

The challenging financial market situation may increase payment problems for the Group's customers to whom sales are made on credit.

During periods of economic uncertainty such as the one the global markets are currently experiencing, the Group's customers may have difficulties in making payments towards the Group's products, many of which are financed through an in-house customer finance operation, Atlas Copco Customer Finance, as a means of broadening the offering to customers. Although stringent credit policies are applied, approximately 33 per cent. of the credit risk of the loan portfolio is assumed by Sweden's official export credit agency, The Export Credits Guarantee Board, and security is almost always retained in the equipment until full payment is received, the Group is exposed to the risk that its customers may not be able to fulfil their payment obligations and payment of trade receivables may be delayed or may never occur.

The Group's operating results depend on its good reputation.

The Group's reputation is a valuable asset which can be affected in part through the operation or actions of the Group and in part through the actions of external stakeholders. Although the Group avoids actions that could pose a risk to the Group's good reputation, and takes numerous measures to ensure its reputation is maintained, the Group's reputation may be affected by a number of factors outside the Group's control, such as changes in customer preferences and customer perception.

In addition, the Group's customers may be involved in questionable practices or exposed to problems concerning environmental and human rights issues, which may taint the good reputation of the Group. Risks to the Group's reputation may also arise from the relationship with suppliers not complying with internationally accepted ethical, social, and environmental

standards. Although supplier evaluations are regularly conducted in accordance with a checklist based on the United Nations Global Compact, there is no guarantee that the Group's customers will abide by internationally accepted standards and practices in all cases.

The Group's governance, internal controls and compliance processes could fail to prevent regulatory penalties, reputational harm and fraud, both at operating subsidiaries and joint ventures.

The Group operates in a global environment, and its activities straddle multiple jurisdictions and complex regulatory frameworks at a time of increased enforcement activity and enforcement initiatives worldwide in areas such as competition law and anti-corruption. The Group's governance and compliance processes may not prevent breaches of law or governance standards at the Issuer or its subsidiaries. The Group also faces the risk of fraud or other illegal acts by its employees as well as violations at subsidiaries and other companies in which the Group has an interest, particularly if the Group has only a minority stake and does not control accounting and conduct or other rules and protocols for the conduct of business. The Group's failure to comply with applicable laws and other standards could subject it to fines, loss of operating licenses and reputational harm. Effective internal controls are necessary for the Group to provide reliable financial reports and effectively prevent and detect fraud. If the Group cannot provide reliable financial reports or prevent fraud, it could have a material adverse effect on the Issuer's and the Group's financial results. Additionally, at the operational level, individual employees may not comply with the Group's policies and guidelines and as a result may cause the Group to incur compliance costs and incur reputational damage. Inadequate internal controls could also cause investors and other third parties to lose confidence in the Group's reported financial information, which could have a material adverse effect on the Group's business, financial condition and results of operations. Notwithstanding anything in this risk factor, this risk factor should not be taken as implying that either the Issuer or the Group will be unable to comply with its obligations as a company with securities admitted to the Official List.

Environmental compliance

Like most industrial companies, the Group affects the environment in its production processes, through the use of natural resources, and the generation of emissions and wastes, in the distribution of, as well as in the use and final disposal of its products. Compliance with environmental requirements is a significant factor in its operations, and substantial resources are required to maintain compliance with applicable environmental laws and regulations and to manage environmental risks. The Group is subject to a variety of environmental laws and regulations, in particular in relation to air emissions, waste management and the protection of natural resources. These laws and regulations, the violations of which can lead to substantial fines, injunctions or criminal penalties, have generally become more strict in recent years and may in the future become more stringent and the cost of complying with future changes may be substantial. In addition, the Group could also become subject to liabilities and claims relating to personal injury (including exposure to substances used in its production), property damage or damage to natural resources.

Although the Issuer believes that the Group is in material compliance with applicable environmental laws, substantial environmental costs and liabilities are inherent in industrial operations and there can be no assurances that substantial costs and liabilities will not be incurred in the future or that the adoption of increasingly strict environmental laws, regulations and enforcement policies will not result in increased costs and liabilities in the future. Any such costs and/or liabilities could have a material adverse effect on the Group's business, results of operations and financial condition.

If the Group is unable to protect its intellectual property, the value of its technology and products could be adversely affected.

The Group's intellectual property is important to its business. In particular, the Group's portfolio of brand names, which are an integral part of its strategy and its vision First in Mind—First in Choice™. While the Group has sought to protect its trademarks by registration in each of the countries in which it has deemed it to be commercially reasonable, there can be no assurances that the Group's actions are or will be sufficient to protect its intellectual property. The Issuer can not give any assurance that its competitors do not seek to utilise its trademarks and logos when they market their products thereby infringing or challenging its intellectual property rights. In addition, existing laws of some countries in which it conducts business may offer only limited protection of its intellectual property rights, if at all. If the Group's intellectual property and in particular its registered trademarks cannot be protected, for whatever reason, the Group's business could be materially and adversely affected.

The Group may be exposed to product liability and warranty claims.

The manufacture and sale of products to be used in the various industries in which the Group operates poses the potential for warranty claims and product liability. The Group typically designs its products to satisfy the needs and requirements of its customers. While the Group tests its products and raw materials to ensure that they meet the relevant specifications and regulations, operating in such an environment may increase the risk of product and warranty liability. While the Issuer believes that testing of the Group's products is adequate and that the Group's products comply with all relevant safety regulations, the Issuer cannot provide assurance that product liability or warranty liability will not arise despite the measures the Group takes to ensure that its products are safe and meet current safety regulations.

In addition, the Group also relies on its customers and other third parties to use its products according to the products' design. Although it is unlikely that the Group would be held liable for damages resulting from improper use by a third party, its brand name and image could be harmed from such occurrence.

While the Issuer believes that the Group's insurance coverage for product liability is adequate, there can be no assurance that the amount of such insurance will be sufficient to satisfy claims made against the Group in the future. Product liability or warranty claims could result in significant litigation costs and damages awards, and a successful claim brought against the Group in excess of available insurance coverage, or any claim that results in significantly adverse publicity, could have a material adverse effect on the Group's business, results of operations and financial condition.

The Group may not be able to attract and retain key personnel or skilled employees.

The success of the Group's business and its growth strategy depend in large part on the ability to attract and retain key management and operating personnel. The Group's future growth and ultimately its success depends on its ability to hire and retain qualified personnel with the level of expertise, knowledge of its products or industry necessary to conduct its operations. Given that the Group constantly needs to introduce new or enhanced products, it is important that it is able to attract people with sufficient expertise in its product areas, particularly its research and development divisions. The Group continuously monitors its need to employ people or outsource certain parts of its non-core manufacturing in order to make sure it can fulfil its customers' orders. If the Group fails to monitor its need for additional employees or if it fails to continue to attract and retain highly qualified

management and other skilled employees on acceptable terms it may not be able to sustain or further develop parts of its business.

Work stoppages or strikes could adversely affect the Group's business.

Many of the Group's employees are covered by collective bargaining agreements. The Issuer cannot provide any assurance that it will not encounter strikes or other disturbances occasioned by its unionised labour force, or that, upon the expiration of existing agreements, it will be able to reach new collective bargaining agreements on satisfactory terms or without work stoppages, strikes or similar industrial actions. Unsatisfactory terms on any bargaining agreements could cause the Group's labour costs to increase, which would affect its profit margins negatively. In addition, it is required to consult and seek the advice of its employee works' council in respect of a broad range of matters, which could delay or prevent the completion of certain corporate transactions. While the Group has not experienced any major work stoppages in the past few years and expects its current process to proceed amicably, the Issuer cannot provide any assurance that it will not experience lengthier consultations or even strikes, work stoppages or other industrial actions in the future. Any industrial action could disrupt its operations, possibly for a significant period of time, and result in increased wages and benefits or otherwise have a material adverse effect on the Group's business, results of operations and financial condition.

The Group is subject to regulatory and additional risks associated with international operations.

The Group sells its products in over 170 countries, with manufacturing facilities in 21 countries and customer centres in 86 countries, with the majority of its products originating from countries in Western Europe. Changes in regulatory requirements, tariffs and other trade barriers, price or exchange controls or other governmental policies in the countries in which it conducts business may result in risks, such as (i) effective legal redress in the courts of such jurisdictions, whether in respect of a breach of law or regulation or in an ownership dispute, being more difficult to obtain, (ii) a higher degree of discretion on the part of governmental authorities, (iii) the lack of judicial or administrative guidance on interpreting applicable rules and regulations, (iv) inconsistencies or conflicts between and within various laws, regulations and decrees, or (v) relative inexperience of the judiciary and courts in such matters. Also, the protection of intellectual property rights may be less developed and less strictly enforced in these countries. There can be no assurance that the Group's licenses, license applications or other legal arrangements or the effectiveness of the enforcement thereof will not be adversely affected by the actions of government authorities or others. In addition, the uncertainty of the legal environment in certain regions could limit the Group's ability to enforce its rights under contracts or otherwise.

The Group also has extensive operations in emerging markets such as China, India, South America, the Middle East, Africa, Russia and other CIS countries. Its business operations in these countries may be subject to various political, economic and social conditions which include nationalisation of assets, social, political or economical instability, volatility in currency exchange rates and in gross domestic product or restrictions on repatriation of profits and transfers of cash any of which could have a material adverse effect on the Group's business, results of operations and financial condition. Operations in emerging markets may present risks that are not encountered in countries with well-established economic and political systems, including economic instability, which could make it difficult for the Group to anticipate future business conditions in these markets.

The Issuer will partially depend on payments from its subsidiaries to make payments under the Notes

The Issuer's cash flow and its ability to service debt depends not only on its own business operations, but also on cash flow from its operating Group members and receipt of funds from its Group by way of dividends, payments or otherwise. Applicable laws and regulations and the terms of other agreements to which the Issuer or its operating Group members may be or may become subject to, could restrict the ability of the Group to provide the Issuer with adequate funds.

Credit Rating

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended).

A credit rating is not a recommendation to buy, sell or hold securities. Credit ratings are subject to revision or withdrawal at any time by the assigning rating agency. The Issuer cannot be certain that a credit rating will remain for any given period of time or that a credit rating will not be downgraded or withdrawn entirely by the relevant rating agency if, in its judgment, circumstances in the future so warrant. The Issuer has no obligation to inform Noteholders of any such revision, downgrade or withdrawal. A suspension, downgrade or withdrawal at any time of the credit rating assigned to the Issuer may adversely affect the Issuer's ability to finance its liquidity needs at competitive market rates, which could adversely affect the Issuer's operations and, in turn, the trading prices of the Notes.

Factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme

Risks related to the structure of a particular issue of Notes

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of certain of those features:

Notes subject to optional redemption by the Issuer

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

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

Index Linked Notes and Dual Currency Notes

The Issuer may issue Notes with principal or interest determined by reference to an index or formula, to changes in the prices of securities or commodities, to movements in currency exchange rates or other factors (each, a “**Relevant Factor**”). In addition, the Issuer may issue Notes with principal or interest payable in one or more currencies which may be different from the currency in which the Notes are denominated. Potential investors should be aware that:

- (i) the market price of such Notes may be volatile;
- (ii) they may receive no interest;
- (iii) payment of principal or interest may occur at a different time or in a different currency than expected;
- (iv) the amount of principal payable at redemption may be less than the nominal amount of such Notes or even zero;
- (v) a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;
- (vi) a Relevant Factor is applied to Notes in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the Relevant Factor on principal or interest payable likely will be magnified; and
- (vii) the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on the yield.

The historical experience of an index should not be viewed as an indication of the future performance of such index during the term of any Index Linked Notes. Accordingly, any potential investor and advisor to any potential investor should consult their own financial and legal advisers about the risk entailed by an investment in any Index Linked Notes and the suitability of such Notes in light of their particular circumstances.

Partly-paid Notes

The Issuer may issue Notes where the issue price is payable in more than one instalment. Failure to pay any subsequent instalment could result in an investor losing all of its investment.

Variable rate Notes with a multiplier or other leverage factor

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

Inverse Floating Rate Notes

Inverse Floating Rate Notes have an interest rate equal to a fixed rate minus a rate based upon a reference rate such as LIBOR. The market values of such Notes typically are more volatile than market values of other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Notes are more volatile because an increase in the reference rate not only decreases the interest rate of the Notes, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Notes.

Fixed/Floating Rate Notes

Fixed/Floating Rate Notes may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Where the Issuer has the right to effect such a conversion, this will affect the secondary market and the market value of such Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate in such circumstances, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes.

If the Issuer converts from a floating rate to a fixed rate in such circumstances, the fixed rate may be lower than then prevailing rates on its Notes.

Notes issued at a substantial discount or premium

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

Zero Coupon Notes

Zero Coupon Notes do not pay current interest but are issued at a discount from their nominal value. Instead of periodic interest payments, the difference between the redemption price and the issue price constitutes interest income until maturity and reflects the market interest rate. A holder of zero coupon notes is exposed to the risk that the price of such notes falls as a result of changes in the market interest rate. Prices of zero coupon notes are more volatile than prices of Fixed Rate Notes and are likely to respond to a greater degree to market interest rate changes than interest bearing notes with a similar maturity.

Risks related to Notes generally

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

Modification, waivers and substitution

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

The Terms and Conditions of the Notes also provide that the Notes and the Conditions may be amended without the consent of Noteholders in order to correct a manifest error and that the parties to the Agency Agreement may agree to modify any provision thereof, provided that the Issuer shall not agree, without the consent of the Noteholders, to any such modification unless it is of a formal, minor or technical nature, it is made to correct a manifest error or is, in the opinion of such parties, not materially prejudicial to the interests of the Noteholders.

EU Savings Directive

Under EC Council Directive 2003/48/EC (the “**Directive**”) on the taxation of savings income, Member States are required to provide to the tax authorities of another Member State, details of payments of interest or similar income (similar income for this purpose includes any discount element on the issue of the Notes or any premium payable on

redemption) paid by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain other types of entity established in a Member State. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

The Issuer will be required to maintain a Paying Agent in a Member State that will not be obliged to withhold or deduct tax pursuant to the Directive.

The European Commission has proposed certain amendments to the Directive, which may, if implemented, amend or broaden the scope of the requirements described above.

Change of law

The Conditions of the Notes are based on English law in effect as at the date of issue of the relevant Notes. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice or Swedish law or administrative practice, as the case may be, after the date of issue of the relevant Notes.

Because the Global Notes are held by or on behalf of Euroclear and Clearstream, Luxembourg, investors will have to rely on their procedures for transfers, payments and communications with the Issuer

Notes issued under the Programme may be represented by one or more Global Notes. Such Global Notes will be deposited with a common depositary or, as the case may be, common safekeeper for Euroclear and Clearstream, Luxembourg. Except in the circumstances described in the relevant Global Note, investors will not be entitled to receive Definitive Notes. Euroclear and Clearstream, Luxembourg will maintain records of the beneficial interests in the Global Notes. While the Notes are represented by one or more Global Notes, investors will be able to trade their beneficial interests only through Euroclear and Clearstream, Luxembourg.

While the Notes are represented by one or more Global Notes the Issuer will discharge its payment obligations under the Notes by making payments to the common depositary or common safekeeper, if applicable, for Euroclear and Clearstream, Luxembourg for distribution to their account holders. A holder of a beneficial interest in a Global Note must rely on the procedures of Euroclear and Clearstream, Luxembourg to receive payments under the relevant Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interest in the Global Notes.

Holders of beneficial interests in the Global Notes will not have a direct right to vote in respect of the relevant Notes. Instead, such holders will be permitted to act only to the extent that they are enabled by Euroclear and Clearstream, Luxembourg to appoint appropriate proxies.

Notes where denominations involve integral multiples

In relation to any issue of Notes which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive a definitive

Note in respect of such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes such that its holding amounts to a Specified Denomination.

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

Risks related to the market generally

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

The secondary market generally

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Notes.

Exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Notes in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's

Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease: (1) the Investor's Currency equivalent yield on the Notes; (2) the Investor's Currency equivalent value of the principal payable on the Notes; and (3) the Investor's Currency equivalent market value of the Notes.

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

Interest rate risks

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

Credit ratings may not reflect all risks

One or more independent credit rating agencies may assign credit ratings to the Notes. In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation. See "*Factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme - Credit Rating*". The ratings may not reflect the potential impact of all risks related to the structure,

the market, other additional risk 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.

Legal investment considerations may restrict certain investments

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

INFORMATION INCORPORATED BY REFERENCE

The following information shall be deemed to be incorporated in, and to form part of, this Base Prospectus:

1. the audited consolidated financial statements of the Issuer, which have been prepared in accordance with International Financial Reporting Standards (“IFRS”) (including the auditors’ reports thereon) in respect of:
 - (a) the year ended 31 December 2009 set out on pages 12 to 98 of the 2009 annual report of the Issuer, excluding the boxes titled “Near-term demand outlook” on page 12 and “More financial information” on page 17; and
 - (b) the year ended 31 December 2010 set out on pages 12 to 98 of the 2010 annual report of the Issuer, excluding the boxes titled “Near-term demand outlook” on page 12 and “More financial information” on page 17;
2. unaudited interim report of the Issuer for the twelve months ended 31 December 2011;
3. the terms and conditions set out on pages 24 to 45 of the Base Prospectus of the Issuer relating to the Programme dated 9 May 2007 (the “**2007 Conditions**”);
4. the terms and conditions set out on pages 3 to 26 of the Drawdown Prospectus of the Issuer relating to the Programme dated 25 May 2007 in relation to the SEK 3,000,000,000 4.60 per cent. notes due 2012 (the “**Series 303 Conditions**”); and
5. the terms and conditions set out on pages 3 to 26 of the Drawdown Prospectus of the Issuer relating to the Programme dated 4 June 2007 in relation to the Eur 600,000,000 4.75 per cent. notes due 2014 (the “**Series 304 Conditions**”).

Should any of the documents incorporated by reference in this Base Prospectus themselves incorporate by reference further information, such information does not form a part of this Base Prospectus.

Copies of the documents specified above as containing information incorporated by reference in this Base Prospectus have been filed with the FSA and are available on the National Storage Mechanism (<http://www.hemscott.com/nsm.do>) and may be inspected, free of charge, at the registered office of the Issuer. Any information contained in any of the documents specified above which is not incorporated by reference in this Base Prospectus is either not relevant to investors or is covered elsewhere in this Base Prospectus.

USE OF PROCEEDS

The net proceeds of each issue of Notes will be used by the Issuer for general corporate purposes, including repayment of debt.

FINAL TERMS AND DRAWDOWN PROSPECTUSES

In this section the expression “necessary information” means, in relation to any Tranche of Notes, the information necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and of the rights attaching to the Notes. In relation to the different types of Notes which may be issued under the Programme, the Issuer has endeavoured to include in this Base Prospectus all of the necessary information except for information relating to the Notes which is not known at the date of this Base Prospectus and which can only be determined at the time of an individual issue of a Tranche of Notes.

Any information relating to the Notes which is not included in this Base Prospectus and which is required in order to complete the necessary information in relation to a Tranche of Notes will be contained either in the relevant Final Terms or in a Drawdown Prospectus. Such information will be contained in the relevant Final Terms unless any of such information constitutes a significant new factor relating to the information contained in this Base Prospectus in which case such information, together with all of the other necessary information in relation to the relevant series of Notes, may be contained in a Drawdown Prospectus.

For a Tranche of Notes which is the subject of Final Terms, those Final Terms will, for the purposes of that Tranche only, supplement this Base Prospectus and must be read in conjunction with this Base Prospectus. The terms and conditions applicable to any particular Tranche of Notes which is the subject of Final Terms are the Conditions as supplemented by the relevant Final Terms.

The terms and conditions applicable to any particular Tranche of Notes which is the subject of a Drawdown Prospectus will be the Conditions as supplemented, amended and/or replaced to the extent described in the relevant Drawdown Prospectus. In the case of a Tranche of Notes which is the subject of a Drawdown Prospectus, each reference in this Base Prospectus to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus unless the context requires otherwise.

Each Drawdown Prospectus will be constituted by either (1) a single document containing the necessary information relating to the Issuer and the relevant Notes; or (2) by a registration document (the “**Registration Document**”) containing the necessary information relating to the Issuer, a securities note (the “**Securities Note**”) containing the necessary information relating to the relevant Notes and, if necessary, a summary note. In addition, if the Drawdown Prospectus is constituted by a Registration Document and a Securities Note, any significant new factor, material mistake or inaccuracy relating to the information included in the Registration Document which arises or is noted between the date of the Registration Document and the date of the Securities Note which is capable of affecting the assessment of the relevant Notes will be included in the Securities Note.

FORMS OF THE NOTES

Each Tranche of Notes will initially be in the form of either a temporary global note (the “**Temporary Global Note**”), without interest coupons, or a permanent global note (the “**Permanent Global Note**”), without interest coupons, in each case as specified in the relevant Final Terms. Each Temporary Global Note or, as the case may be, Permanent Global Note (each a “**Global Note**”) which is not intended to be issued in new global note (“**NGN**”) form, as specified in the relevant Final Terms, will be deposited on or around the issue date of the relevant Tranche of the Notes with a depositary or a common depositary for Euroclear Bank S.A./N.V. as operator of the Euroclear System (“**Euroclear**”) and/or Clearstream Banking, société anonyme, Luxembourg (“**Clearstream, Luxembourg**”) and/or any other relevant clearing system and each Global Note which is intended to be issued in NGN form, as specified in the relevant Final Terms, will be deposited on or around the issue date of the relevant Tranche of the Notes with a common safekeeper for Euroclear and/or Clearstream, Luxembourg. Any reference in this section “Form of Notes” to Clearstream, Luxembourg and/or Euroclear shall, whenever the context permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer and the Fiscal Agent.

On 13 June 2006 the European Central Bank (the “**ECB**”) announced that Notes in NGN form are in compliance with the “Standards for the use of EU securities settlement systems in ESCB credit operations” of the central banking system for the euro (the “**Eurosystem**”), provided that certain other criteria are fulfilled. At the same time the ECB also announced that arrangements for Notes in NGN form will be offered by Euroclear and Clearstream, Luxembourg as of 30 June 2006 and that debt securities in global bearer form issued through Euroclear and Clearstream, Luxembourg after 31 December 2006 will only be eligible as collateral for Eurosystem operations if the NGN form is used.

The relevant Final Terms will also specify whether United States Treasury Regulation §1.163-5(c)(2)(i)(C) (the “**TEFRA C Rules**”) or United States Treasury Regulation §1.163 5(c)(2)(i)(D) (the “**TEFRA D Rules**”) are applicable in relation to the Notes or, if the Notes do not have a maturity of more than 365 days (including unilateral rights to rollover or extend), that neither the TEFRA C Rules nor the TEFRA D Rules are applicable.

Temporary Global Note exchangeable for Permanent Global Note

If the relevant Final Terms specifies that TEFRA D rules are applicable and the form of Notes as being “Temporary Global Note exchangeable for a Permanent Global Note”, then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for interests in a Permanent Global Note, without interest coupons, not earlier than 40 days after the issue date of the relevant Tranche of the Notes upon certification as to non-U.S. beneficial ownership. Notes will only be delivered outside the United States. No payments will be made under the Temporary Global Note unless exchange for interests in the Permanent Global Note is improperly withheld or refused. In addition, interest payments in respect of the Notes cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever any interest in the Temporary Global Note is to be exchanged for an interest in a Permanent Global Note, the Issuer shall procure (in the case of first exchange) the prompt delivery (free of charge to the bearer) of such Permanent Global Note to the bearer of the Temporary Global Note or (in the case of any subsequent exchange) an increase in the principal amount of the Permanent Global Note in accordance with its terms against:

- (i) presentation and (in the case of final exchange) surrender of the Temporary Global Note to or to the order of the Fiscal Agent; and
- (ii) receipt by the Fiscal Agent of a certificate or certificates of non-U.S. beneficial ownership,

within seven days of the bearer requesting such exchange.

The principal amount of the Permanent Global Note shall be equal to the aggregate of the principal amounts specified in the certificates of non-U.S. beneficial ownership; *provided, however, that* in no circumstances shall the principal amount of the Permanent Global Note exceed the initial principal amount of the Temporary Global Note.

The Permanent Global Note will be exchangeable in whole, but not in part, for Notes in definitive form (“**Definitive Notes**”) if the relevant Final Terms specifies “in the limited circumstances described in the Permanent Global Note”, then if Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business or (b) any of the circumstances described in Condition 13 (*Events of Default*) occurs.

Whenever the Permanent Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

Temporary Global Note exchangeable for Definitive Notes

If the relevant Final Terms specifies the form of Notes as being “Temporary Global Note exchangeable for Definitive Notes” and also specifies that the TEFRA C Rules are applicable or that neither the TEFRA C Rules or the TEFRA D Rules are applicable, then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole but not in part, for Definitive Notes not earlier than 40 days after the issue date of the relevant Tranche of the Notes.

If the relevant Final Terms specifies the form of Notes as being “Temporary Global Note exchangeable for Definitive Notes” and also specifies that the TEFRA D Rules are applicable, then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for Definitive Notes not earlier than 40 days after the issue date of the relevant Tranche of the Notes upon certification as to non-U.S. beneficial ownership. Interest payments in respect of the Notes cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever the Temporary Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Temporary

Global Note to the bearer of the Temporary Global Note against the surrender of the Temporary Global Note to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

Permanent Global Note exchangeable for Definitive Notes

If the relevant Final Terms specifies the form of Notes as being “Permanent Global Note exchangeable for Definitive Notes”, then the Notes will initially be in the form of a Permanent Global Note which will be exchangeable in whole, but not in part, for Definitive Note if the relevant Final Terms specifies “in the limited circumstances described in the Permanent Global Note”, then if Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business or (b) any of the circumstances described in Condition 13 (*Events of Default*) occurs.

Whenever the Permanent Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

Terms and Conditions applicable to the Notes

The terms and conditions applicable to any Definitive Note will be endorsed on that Note and will consist of the terms and conditions set out under “Terms and Conditions of the Notes” below and the provisions of the relevant Final Terms which supplement those terms and conditions.

The terms and conditions applicable to any Note in global form will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under “Summary of Provisions Relating to the Notes while in Global Form” below.

Legend concerning United States persons

In the case of any Tranche of Notes having a maturity of more than 364 days (including unilateral rights to rollover or extend), the Notes in global form, the Notes in definitive form and any Coupons and Talons appertaining thereto will bear a legend to the following effect:

“Any United States person (as defined in the Internal Revenue Code of the United States) who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code.”

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions which, as supplemented by the relevant Final Terms, will be endorsed on each Note in definitive form issued under the Programme. The terms and conditions applicable to any Note in global form will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under “Summary of Provisions Relating to the Notes while in Global Form” below.

1. INTRODUCTION

- (a) *Programme:* Atlas Copco AB (the “**Issuer**”) has established a Euro Medium Term Note Programme (the “**Programme**”) for the issuance of up to U.S.\$3,000,000,000 in aggregate principal amount of notes (the “**Notes**”).
- (b) *Final Terms:* Notes issued under the Programme are issued in series (each a “**Series**”) and each Series may comprise one or more tranches (each a “**Tranche**”) of Notes. Each Tranche is the subject of a final terms (the “**Final Terms**”) which supplements these terms and conditions (the “**Conditions**”). The terms and conditions applicable to any particular Tranche of Notes are these Conditions as supplemented by the relevant Final Terms. In the event of any inconsistency between these Conditions and the relevant Final Terms, the relevant Final Terms shall prevail.
- (c) *Agency Agreement:* The Notes are the subject of an issue and paying agency agreement dated 7 March 2012 (the “**Agency Agreement**”) between the Issuer, Deutsche Bank AG, London Branch as fiscal agent (the “**Fiscal Agent**”, which expression includes any successor fiscal agent appointed from time to time in connection with the Notes) and the paying agents named therein (together with the Fiscal Agent, the “**Paying Agents**”, which expression includes any successor or additional paying agents appointed from time to time in connection with the Notes).
- (d) *The Notes:* All subsequent references in these Conditions to “Notes” are to the Notes which are the subject of the relevant Final Terms. Copies of the relevant Final Terms are available for viewing www.londonstockexchange.com and copies may be obtained from Atlas Copco AB, Sickla Industriväg 3, SE-105 23 Stockholm, Sweden.
- (e) *Summaries:* Certain provisions of these Conditions are summaries of the Agency Agreement are subject to their detailed provisions. The holders of the Notes (the “**Noteholders**”) and the holders of the related interest coupons, if any, (the “**Couponholders**” and the “**Coupons**”, respectively) are bound by, and are deemed to have notice of, all the provisions of the Agency Agreement applicable to them. Copies of the Agency Agreement are available for inspection by Noteholders during normal business hours at the Specified Offices of each of the Paying Agents, the initial Specified Offices of which are set out below.

2. INTERPRETATION

- (a) *Definitions:* In these Conditions the following expressions have the following meanings:
 - “**Accrual Yield**” has the meaning given in the relevant Final Terms;
 - “**Additional Business Centre(s)**” means the city or cities specified as such in the relevant Final Terms;
 - “**Additional Financial Centre(s)**” means the city or cities specified as such in the relevant Final Terms;

“**Attributable Debt**” means, with respect to any Sale/Leaseback Transaction, the lesser of (a) the fair market value of the property or other assets subject to such transaction and (b) the present value (discounted at a rate per annum equal to the discount rate of a capital lease obligation with a like term in accordance with IFRS) of the obligations of the lessee for net rental payments (excluding amounts on account of maintenance and repairs, insurance, taxes, assessments, water rates and similar charges and contingent rent(s) during the term of the lease;

“**Business Day**” means:

- (i) in relation to any sum payable in euro, a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Centre; and
- (ii) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments generally in London, in the Principal Financial Centre of the relevant currency and in each (if any) Additional Business Centre;

“**Business Day Convention**”, in relation to any particular date, has the meaning given in the relevant Final Terms and, if so specified in the relevant Final Terms, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

- (i) “**Following Business Day Convention**” means that the relevant date shall be postponed to the first following day that is a Business Day;
- (ii) “**Modified Following Business Day Convention**” or “**Modified Business Day Convention**” means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;
- (iii) “**Preceding Business Day Convention**” means that the relevant date shall be brought forward to the first preceding day that is a Business Day;
- (iv) “**FRN Convention**”, “**Floating Rate Convention**” or “**Eurodollar Convention**” means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Final Terms as the Specified Period after the calendar month in which the preceding such date occurred provided, however, that:
 - (A) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;
 - (B) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and
 - (C) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the

specified number of months after the calendar month in which the preceding such date occurred; and

- (v) “**No Adjustment**” means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

“**Calculation Agent**” means the Fiscal Agent or such other Person specified in the relevant Final Terms as the party responsible for calculating the Rate(s) of Interest and Interest Amount(s) and/or such other amount(s) as may be specified in the relevant Final Terms;

“**Calculation Amount**” has the meaning given in the relevant Final Terms;

“**Commodity Agreement**” means any commodity future, commodity option or other similar agreement or arrangement designed to protect the Issuer or any of its Subsidiaries against fluctuations in the price of commodities;

“**Consolidated Net Tangible Assets**” shall mean the aggregate amount of the Issuer's consolidated total assets, after deducting therefrom: (a) all liabilities due within one year and (b) all formation expenses, intangible rights, goodwill on consolidation, trade names, trademarks, patents, and other like intangible assets, as shown on the Issuer's audited consolidated balance sheet contained in its latest annual report to its shareholders;

“**Coupon Sheet**” means, in respect of a Note, a coupon sheet relating to the Note;

“**Currency Agreement**” means any foreign exchange contract, currency swap agreement or other similar agreement or arrangement designed to protect the Issuer or any of its Subsidiaries against fluctuations in currency values;

“**Day Count Fraction**” means, in respect of the calculation of an amount for any period of time (the “**Calculation Period**”), such day count fraction as may be specified in these Conditions or the relevant Final Terms and:

- (i) if “**Actual/Actual (ICMA)**” is so specified, means:
- (a) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (b) where the Calculation Period is longer than one Regular Period, the sum of:
 - (A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;
- (ii) if “**Actual/365**” or “**Actual/Actual (ISDA)**” is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of

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

- (iii) if “**Actual/365 (Fixed)**” is so specified, means the actual number of days in the Calculation Period divided by 365;
- (iv) if “**Actual/360**” is so specified, means the actual number of days in the Calculation Period divided by 360;
- (v) if “**30/360**” is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows

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

Where:

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

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

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

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

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

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

- (vi) if “**30E/360**” or “**Eurobond Basis**” is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

Where:

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

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

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

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

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

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

- (vii) if “**30E/360 (ISDA)**” is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

Where:

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

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

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

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

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

“**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D₂ will be 30,

provided, however, that in each such case the number of days in the Calculation Period is calculated from and including the first day of the Calculation Period to but excluding the last day of the Calculation Period;

“**Debt**” means any indebtedness of any Person for money borrowed, whether incurred, assumed or guaranteed, other than trade credit in the ordinary course of business;

“**Early Redemption Amount (Tax)**” means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

“**Early Termination Amount**” means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, these Conditions or the relevant Final Terms;

“**Exempted Debt**” means the sums, without duplication, of the following items to the extent such items are outstanding as of the date Exempted Debt is being determined; (i) Debt of the Issuer and its Subsidiaries incurred after the date of initial issuance of the Notes and secured by Liens created, incurred, assumed or suffered to exist (other than any Permitted Security Interests) and (ii) Attributable Debt of the Issuer and its Subsidiaries in respect of Sale/Leaseback Transactions entered into after the initial issuance of the Notes (other than permitted Sale/Leaseback Transactions);

“**Extraordinary Resolution**” has the meaning given in the Agency Agreement;

“**Final Redemption Amount**” means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

“**First Interest Payment Date**” has the meaning given in the relevant Final Terms;

“**Fixed Coupon Amount**” has the meaning given in the relevant Final Terms;

“**Guarantee**” means, in relation to any Indebtedness of any Person, any obligation of another Person to pay such Indebtedness including (without limitation):

- (i) any obligation to purchase such Indebtedness;
- (ii) any obligation to lend money, to purchase or subscribe shares or other securities or to purchase assets or services in order to provide funds for the payment of such Indebtedness;
- (iii) any indemnity against the consequences of a default in the payment of such Indebtedness; and
- (iv) any other agreement to be responsible for such Indebtedness;

“**Indebtedness**” means any indebtedness of any Person for money borrowed or raised including (without limitation) any indebtedness for or in respect of:

- (i) amounts raised by acceptance under any acceptance credit facility;
- (ii) amounts raised under any note purchase facility;
- (iii) the amount of any liability in respect of leases or hire purchase contracts which would, in accordance with applicable law and generally accepted accounting principles, be treated as finance or capital leases;
- (iv) the amount of any liability in respect of any purchase price for assets or services the payment of which is deferred for a period in excess of 60 days; and
- (v) amounts raised under any other transaction (including, without limitation, any forward sale or purchase agreement) having the commercial effect of a borrowing;

“**Interest Amount**” means, in relation to a Note and an Interest Period, the amount of interest payable in respect of that Note for that Interest Period;

“**Interest Commencement Date**” means the Issue Date of the Notes or such other date as may be specified as the Interest Commencement Date in the relevant Final Terms;

“**Interest Determination Date**” has the meaning given in the relevant Final Terms;

“**Interest Payment Date**” means the First Interest Payment Date and any other date or dates specified as such in, or determined in accordance with the provisions of, the relevant Final Terms and, if a Business Day Convention is specified in the relevant Final Terms:

- (i) as the same may be adjusted in accordance with the relevant Business Day Convention; or
- (ii) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Final Terms as being the Specified Period,

each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case);

“**Interest Period**” means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date;

“**Interest Rate Agreement**” means any interest rate protection agreement, interest rate future, interest rate option, interest rate swap, interest rate cap or other interest rate hedge arrangement, to or under which the Issuer or any of its Subsidiaries is a party or a beneficiary on date of the Notes or becomes a party or a beneficiary thereafter;

“**ISDA Definitions**” means the 2006 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of the Notes of the relevant Series (as specified in the relevant Final Terms) as published by the International Swaps and Derivatives Association, Inc.);

“**Issue Date**” has the meaning given in the relevant Final Terms;

“**Joint Venture**” means a business venture jointly conducted by more than one party, whether in the form of partnership, corporation, joint venture or unincorporated organisation;

“**Lien**” means, with respect to any Property, any mortgage, lien, pledge, charge, assignment by way of security or subject to a proviso for redemption, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security in respect of such Property. For the purposes of the Notes, the Issuer and its Subsidiaries shall be deemed to own, subject to a lien, any Property which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such Property;

“**Margin**” has the meaning given in the relevant Final Terms;

“**Material Subsidiary**” means at any relevant time a Subsidiary of the Issuer:

- (A) whose total assets or gross revenues (or, where the Subsidiary in question prepares consolidated financial statements, whose total consolidated assets or gross consolidated revenues, as the case may be) represents not less than 10 per cent. of the total consolidated assets or the gross consolidated revenues of the Issuer and its Subsidiaries, all as calculated by reference to the then latest audited financial statements (or consolidated accounts, as the case may be) of such Subsidiary and the then latest audited consolidated financial statements of the Issuer; or
- (B) to which is transferred all or substantially all of the assets and undertakings of a Subsidiary which immediately prior to such transfer is a Material Subsidiary; and

“**Maturity Date**” has the meaning given in the relevant Final Terms;

“**Maximum Redemption Amount**” has the meaning given in the relevant Final Terms;

“**Minimum Redemption Amount**” has the meaning given in the relevant Final Terms;

“**Optional Redemption Amount (Call)**” means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

“**Optional Redemption Amount (Put)**” means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

“**Optional Redemption Date (Call)**” has the meaning given in the relevant Final Terms;

“**Optional Redemption Date (Put)**” has the meaning given in the relevant Final Terms;

“**Participating Member State**” means a Member State of the European Union which adopts the euro as its lawful currency in accordance with the Treaty;

“**Payment Business Day**” means:

- (i) if the currency of payment is euro, any day which is:
 - (A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and
 - (B) in the case of payment by transfer to an account, a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or
- (ii) if the currency of payment is not euro, any day which is:
 - (A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and
 - (B) in the case of payment by transfer to an account, a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre;

“**Permitted Security Interests**” means:

- (i) Liens on the Property of an entity existing at the time such Property was acquired by the Issuer or a Subsidiary (whether by merger, consolidation, purchase of assets or otherwise) or existing at the time the entity became a Subsidiary; provided, however; that that such Liens (i) are not created, incurred or assumed in connection with, or contemplation of, such Property being acquired by the Issuer or such Subsidiary and (ii) do not extend to any other Property of the Issuer or any Subsidiary;
- (ii) Liens arising in relation to any Project Finance Debt;
- (iii) Liens to secure the purchase of, or created in connection with the financing of, all or any part of the purchase price or cost of the acquisition, purchase, construction, development, extension or improvement by the Issuer or any of its Subsidiaries (in each case, whether alone or in association with others) of,

or of any right or interest in or in respect of, any Property, or to secure any Debt incurred prior to, at the time of or within 12 months after the completion of such acquisition, purchase, construction, development, extension or improvement for the purpose of financing or refinancing all or any part of such purchase price or cost; provided that (i) the Lien relates only to (a) that Property (including without limitation any Property forming part of or connected with the same project or development), or products from that Property, or revenue or profit from that Property or such products or (b) any right or interest in or in respect of that Property, or products from that Property, or revenue or profit from that Property or such products and (ii) the Lien secures no more than the purchase price or other consideration (including, without limitation, royalties) paid for, or cost of acquisition, purchase, construction, development, extension or improvement, of that Property or any right or interest in or in respect of that Property, including any financing or refinancing costs associated with such purchase price or cost;

- (iv) Liens imposed or required by statute or operation of law (but not through any act or omission to act on the part of the Issuer or any of its Subsidiaries); and
- (v) any extension, renewal, refunding or replacement (or successive extensions, renewals, refundings or replacements), as a whole or in part, of any Lien referred to in clauses (i) to (iv), inclusive, for amounts not exceeding the principal amount of indebtedness secured by such Lien so extended, renewed or replaced (plus improvements thereon or additions or accessions thereto as permitted in the foregoing clauses (i) through (iv));

“**Person**” means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

“**Principal Financial Centre**” means, in relation to any currency, the principal financial centre for that currency *provided, however, that:*

- (i) in relation to euro, it means the principal financial centre of such Member State of the European Union as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent; and
- (ii) in relation to Australian dollars, it means either Sydney or Melbourne and, in relation to New Zealand dollars, it means either Wellington or Auckland; in each case as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent;

“**Project Finance Debt**” means any indebtedness incurred in relation to any asset solely for purposes of financing the whole or any part of the acquisition, creation, construction, improvement or development of such asset where the financial institutions to which such indebtedness is owed have recourse solely to the applicable project borrower (where such project borrower is formed solely or principally for the purpose of the relevant project) and/or to such asset (or any derivative asset thereof) or any other similar non-recourse indebtedness which is properly regarded as project finance debt.

“**Property**” of any Person means all types of real, personal, tangible, intangible or mixed property (including any related contractual rights) owned by such Person whether or not included in the most recent consolidated balance sheet of such Person under IFRS.

“**Put Option Notice**” means a notice which must be delivered to a Paying Agent by any Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder;

“**Put Option Receipt**” means a receipt issued by a Paying Agent to a depositing Noteholder upon deposit of a Note with such Paying Agent by any Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder;

“**Rate of Interest**” means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Notes specified in the relevant Final Terms or calculated or determined in accordance with the provisions of these Conditions and/or the relevant Final Terms;

“**Redemption Amount**” means, as appropriate, the Final Redemption Amount, the Early Redemption Amount (Tax), the Optional Redemption Amount (Call), the Optional Redemption Amount (Put), the Early Termination Amount or such other amount in the nature of a redemption amount as may be specified in, or determined in accordance with the provisions of, the relevant Final Terms;

“**Reference Banks**” has the meaning given in the relevant Final Terms or, if none, four major banks selected by the Calculation Agent in the market that is most closely connected with the Reference Rate;

“**Reference Price**” has the meaning given in the relevant Final Terms;

“**Reference Rate**” has the meaning given in the relevant Final Terms;

“**Regular Period**” means:

- (i) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;
- (ii) in the case of Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where “**Regular Date**” means the day and month (but not the year) on which any Interest Payment Date falls; and
- (iii) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where “**Regular Date**” means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;

“**Relevant Date**” means, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received in the Principal Financial Centre of the currency of payment by the Fiscal Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders;

“**Relevant Financial Centre**” has the meaning given in the relevant Final Terms;

“**Relevant Indebtedness**” means any Indebtedness which is in the form of or represented by any bond, note, debenture, debenture stock, loan stock, certificate or other instrument which is, or is capable of being, listed, quoted or traded on any stock exchange or in any securities market (including, without limitation, any over-the-counter market);

“**Relevant Screen Page**” means the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the relevant Final Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

“**Relevant Time**” has the meaning given in the relevant Final Terms;

“**Reserved Matter**” means any proposal to change any date fixed for payment of principal or interest in respect of the Notes, to reduce the amount of principal or interest payable on any date in respect of the Notes, to alter the method of calculating the amount of any payment in respect of the Notes or the date for any such payment, to change the currency of any payment under the Notes or to change the quorum requirements relating to meetings or the majority required to pass an Extraordinary Resolution;

“**Sale/Leaseback Transaction**” means any arrangement with any Person that provides for the leasing by the Issuer or a Subsidiary, for an initial term of three years or more, of any Property or other asset, whether now owned or hereafter acquired, which is to be sold or transferred by the Issuer after the date of the initial issuance of the Notes to such Person for a sale price of U.S.\$40,000,000 (or the equivalent thereof or more);

“**Security Interest**” means any mortgage, charge, pledge, lien or other security interest including, without limitation, anything analogous to any of the foregoing under the laws of any jurisdiction;

“**Specified Currency**” has the meaning given in the relevant Final Terms;

“**Specified Denomination(s)**” has the meaning given in the relevant Final Terms;

“**Specified Office**” has the meaning given in the Agency Agreement;

“**Specified Period**” has the meaning given in the relevant Final Terms;

“**Subsidiary**” means, in relation to any Person (the “**first Person**”) at any particular time, any other Person (the “**second Person**”):

- (i) whose affairs and policies the first Person controls or has the power to control, whether by ownership of share capital, contract, the power to appoint or remove members of the governing body of the second Person or otherwise; or
- (ii) whose financial statements are, in accordance with applicable law and generally accepted accounting principles, consolidated with those of the first Person;

“**Talon**” means a talon for further Coupons;

“**TARGET 2**” means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007;

“**TARGET Settlement Day**” means any day on which TARGET 2 is open for the settlement of payments in euro;

“**Treaty**” means the Treaty on the Functioning of the European Union, as amended; and

“**Zero Coupon Note**” means a Note specified as such in the relevant Final Terms.

(b) *Interpretation:* In these Conditions:

- (i) if the Notes are Zero Coupon Notes, references to Coupons and Couponholders are not applicable;
- (ii) if Talons are specified in the relevant Final Terms as being attached to the Notes at the time of issue, references to Coupons shall be deemed to include references to Talons;
- (iii) if Talons are not specified in the relevant Final Terms as being attached to the Notes at the time of issue, references to Talons are not applicable;
- (iv) any reference to principal shall be deemed to include the Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 12 (*Taxation*), any premium payable in respect of a Note and any other amount in the nature of principal payable pursuant to these Conditions;
- (v) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 12 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions;
- (vi) references to Notes being “outstanding” shall be construed in accordance with the Agency Agreement;
- (vii) if an expression is stated in Condition 2(a) to have the meaning given in the relevant Final Terms, but the relevant Final Terms gives no such meaning or specifies that such expression is “not applicable” then such expression is not applicable to the Notes; and
- (viii) any reference to the Agency Agreement shall be construed as a reference to the Agency Agreement, as the case may be, as amended and/or supplemented up to and including the Issue Date of the Notes.

3. FORM, DENOMINATION AND TITLE

The Notes are in bearer form in the Specified Denomination(s) with Coupons and, if specified in the relevant Final Terms, Talons attached at the time of issue. In the case of a Series of Notes with more than one Specified Denomination, Notes of one Specified Denomination will not be exchangeable for Notes of another Specified Denomination. Notes are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Zero Coupon Notes in which case references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in those conditions are not applicable. Instalment Notes are issued with one or more receipts attached. Title to the Notes and the Receipts,

Coupons and Talons will pass by delivery. The “**holder**” means the holder of such Note and “**Noteholder**” and “**Couponholder**” shall be construed accordingly. The holder of any Note, Receipt, Coupon or Talon shall (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing thereon or any notice of any previous loss or theft thereof) and no Person shall be liable for so treating such holder. No person shall have any right to enforce any term or condition of any Note under the Contracts (Rights of Third Parties) Act 1999.

4. STATUS

Status of the Notes: The Notes and the Receipts and Coupons constitute direct, general and unconditional obligations of the Issuer which will at all times rank *pari passu* among themselves and at least *pari passu* with all other present and future unsecured obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.

5. CERTAIN COVENANTS

- (a) *Negative Pledge:* So long as any Note remains outstanding, the Issuer shall not, and the Issuer shall procure that none of its respective Subsidiaries will, create or permit to subsist any Security Interest, except for any Permitted Security Interests, upon the whole or any part of its present or future undertaking, assets or revenues (including uncalled capital) to secure any Relevant Indebtedness or Guarantee of Relevant Indebtedness without (a) at the same time or prior thereto securing the Notes equally and rateably therewith or (b) providing such other security for the Notes as may be approved by an Extraordinary Resolution of Noteholders.
- (b) *Limitation Upon Sale/Leaseback Transactions:* So long as any of the Notes are outstanding, neither the Issuer nor any of its Subsidiaries may enter into any Sale/Leaseback Transaction without equally and rateably securing the Notes, unless either (a) the Exempted Debt of the Issuer and its Subsidiaries, after giving effect to such transaction, would not exceed 15 per cent. of the Consolidated Net Tangible Assets, or (b) the Issuer, within 12 months after such Sale/Leaseback Transaction, applies to the retirement of Debt of the Issuer or its Subsidiaries which is not subordinate to the Notes, an amount equal to the greater of (i) the net proceeds of the sale or transfer of the property or other assets which are the subject of such Sale/Leaseback Transaction and (ii) the fair market value of the property or other assets so leased (in each case as determined by the Issuer). The foregoing restriction shall not apply to any transaction between the Issuer and a Subsidiary of the Issuer pursuant to which such Subsidiary sells or transfer assets to the Issuer.

6. FIXED RATE NOTE PROVISIONS

- (a) *Application:* This Condition 6 (*Fixed Rate Note Provisions*) is applicable to the Notes only if the Fixed Rate Note Provisions are specified in the relevant Final Terms as being applicable.
- (b) *Accrual of interest:* The Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 11 (*Payments*). Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in

which case it will continue to bear interest in accordance with this Condition 6 (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

- (c) *Fixed Coupon Amount:* The amount of interest payable in respect of each Note for any Interest Period shall be the relevant Fixed Coupon Amount and, if the Notes are in more than one Specified Denomination, shall be the relevant Fixed Coupon Amount in respect of the relevant Specified Denomination.
- (d) *Calculation of interest amount:* The amount of interest payable in respect of each Note for any period for which a Fixed Coupon Amount is not specified shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of such Note divided by the Calculation Amount. For this purpose a “**sub-unit**” means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

7. FLOATING RATE NOTE AND INDEX-LINKED INTEREST NOTE PROVISIONS

- (a) *Application:* This Condition 7 (*Floating Rate Note and Index-Linked Interest Note Provisions*) is applicable to the Notes only if the Floating Rate Note Provisions or the Index-Linked Interest Note Provisions are specified in the relevant Final Terms as being applicable.
- (b) *Accrual of interest:* The Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 11 (*Payments*). Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).
- (c) *Screen Rate Determination:* If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be determined by the Calculation Agent on the following basis:
 - (i) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;

- (ii) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
- (iii) if, in the case of (i) above, such rate does not appear on that page or, in the case of (ii) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, the Calculation Agent will:
 - (A) request the principal Relevant Financial Centre office of each of the Reference Banks to provide a quotation of the Reference Rate at approximately the Relevant Time on the Interest Determination Date to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time; and
 - (B) determine the arithmetic mean of such quotations; and
- (iv) if fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Calculation Agent) quoted by major banks in the Principal Financial Centre of the Specified Currency, selected by the Calculation Agent, at approximately 11.00 a.m. (local time in the Principal Financial Centre of the Specified Currency) on the first day of the relevant Interest Period for loans in the Specified Currency to leading European banks for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time,

and the Rate of Interest for such Interest Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined; *provided, however, that* if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Notes during such Interest Period will be the sum of the Margin and the rate or (as the case may be) the arithmetic mean last determined in relation to the Notes in respect of a preceding Interest Period.

- (d) *ISDA Determination:* If ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be the sum of the Margin and the relevant ISDA Rate where “**ISDA Rate**” in relation to any Interest Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:
 - (i) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the relevant Final Terms;
 - (ii) the Designated Maturity (as defined in the ISDA Definitions) is a period specified in the relevant Final Terms; and

- (iii) the relevant Reset Date (as defined in the ISDA Definitions) is either (A) if the relevant Floating Rate Option is based on the London inter-bank offered rate (LIBOR) for a currency, the first day of that Interest Period or (B) in any other case, as specified in the relevant Final Terms.
- (e) *Index-Linked Interest:* If the Index-Linked Interest Note Provisions are specified in the relevant Final Terms as being applicable, the Rate(s) of Interest applicable to the Notes for each Interest Period will be determined in the manner specified in the relevant Final Terms.
- (f) *Maximum or Minimum Rate of Interest:* If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified.
- (g) *Calculation of Interest Amount:* The Calculation Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of each Note for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Note divided by the Calculation Amount. For this purpose “**sub-unit**” means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.
- (h) *Calculation of other amounts:* If the relevant Final Terms specifies that any other amount is to be calculated by the Calculation Agent, the Calculation Agent will, as soon as practicable after the time or times at which any such amount is to be determined, calculate the relevant amount. The relevant amount will be calculated by the Calculation Agent in the manner specified in the relevant Final Terms.
- (i) *Publication:* The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the Paying Agents and each competent authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation as soon as practicable after such determination but (in the case of each Rate of Interest, Interest Amount and Interest Payment Date) in any event not later than the first day of the relevant Interest Period. Notice thereof shall also promptly be given to the Noteholders. The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period. If the Calculation Amount is less than the minimum Specified Denomination the Calculation Agent shall not be obliged to publish each Interest Amount but instead may publish only the Calculation Amount and the

Interest Amount in respect of a Note having the minimum Specified Denomination.

- (j) *Notifications etc:* All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition by the Calculation Agent will (in the absence of manifest error) be binding on the Issuer, the Paying Agents, the Noteholders and the Couponholders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

8. ZERO COUPON NOTE PROVISIONS

- (a) *Application:* This Condition 8 (*Zero Coupon Note Provisions*) is applicable to the Notes only if the Zero Coupon Note Provisions are specified in the relevant Final Terms as being applicable.
- (b) *Late payment on Zero Coupon Notes:* If the Redemption Amount payable in respect of any Zero Coupon Note is improperly withheld or refused, the Redemption Amount shall thereafter be an amount equal to the sum of:
 - (i) the Reference Price; and
 - (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price on the basis of the relevant Day Count Fraction from (and including) the Issue Date to (but excluding) whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

9. DUAL CURRENCY NOTE PROVISIONS

- (a) *Application:* This Condition 9 (*Dual Currency Note Provisions*) is applicable to the Notes only if the Dual Currency Note Provisions are specified in the relevant Final Terms as being applicable.
- (b) *Rate of Interest:* If the rate or amount of interest falls to be determined by reference to an exchange rate, the rate or amount of interest payable shall be determined in the manner specified in the relevant Final Terms.

10. REDEMPTION AND PURCHASE

- (a) *Scheduled redemption:* Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed at their Final Redemption Amount on the Maturity Date, subject as provided in Condition 11 (*Payments*).
- (b) *Redemption for tax reasons:* The Notes may be redeemed at the option of the Issuer in whole, but not in part:
 - (i) at any time (if neither the Floating Rate Note Provisions or the Index-Linked Interest Note Provisions are specified in the relevant Final Terms as being applicable); or

- (ii) on any Interest Payment Date (if the Floating Rate Note Provisions or the Index-Linked Interest Note Provisions are specified in the relevant Final Terms as being applicable),

on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable), at their Early Redemption Amount (Tax), together with interest accrued (if any) to the date fixed for redemption, if:

- (A) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 12 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of the Kingdom of Sweden or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the date of issue of the first Tranche of the Notes; and
- (B) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

provided, however, that no such notice of redemption shall be given earlier than:

- (1) where the Notes may be redeemed at any time, 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts if a payment in respect of the Notes were then due; or
- (2) where the Notes may be redeemed only on an Interest Payment Date, 60 days prior to the Interest Payment Date occurring immediately before the earliest date on which the Issuer would be obliged to pay such additional amounts if a payment in respect of the Notes were then due.

Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver or procure that there is delivered to the Fiscal Agent (A) a certificate signed by two directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and (B) an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment. Upon the expiry of any such notice as is referred to in this Condition 10(b), the Issuer shall be bound to redeem the Notes in accordance with this Condition 10(b).

- (c) *Redemption at the option of the Issuer:* If the Call Option is specified in the relevant Final Terms as being applicable, the Notes may be redeemed at the option of the Issuer in whole or, if so specified in the relevant Final Terms, in part on any Optional Redemption Date (Call) at the relevant Optional Redemption Amount (Call) on the Issuer's giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable and shall oblige the Issuer to redeem the Notes or, as the case may be, the Notes

specified in such notice on the relevant Optional Redemption Date (Call) at the Optional Redemption Amount (Call) plus accrued interest (if any) to such date).

- (d) *Partial redemption:* If the Notes are to be redeemed in part only on any date in accordance with Condition 10(c) (*Redemption at the option of the Issuer*), the Notes to be redeemed shall be selected by the drawing of lots in such place as the Fiscal Agent approves and in such manner as the Fiscal Agent considers appropriate, subject to compliance with applicable law, the rules of each competent authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation and the notice to Noteholders referred to in Condition 10(c) (*Redemption at the option of the Issuer*) shall specify the serial numbers of the Notes so to be redeemed. If any Maximum Redemption Amount or Minimum Redemption Amount is specified in the relevant Final Terms, then the Optional Redemption Amount (Call) shall in no event be greater than the maximum or be less than the minimum so specified.
- (e) *Redemption at the option of Noteholders:* If the Put Option is specified in the relevant Final Terms as being applicable, the Issuer shall, at the option of the holder of any Note redeem such Note on the Optional Redemption Date (Put) specified in the relevant Put Option Notice at the relevant Optional Redemption Amount (Put) together with interest (if any) accrued to such date. In order to exercise the option contained in this Condition 10(e), the holder of a Note must, not less than 30 nor more than 60 days before the relevant Optional Redemption Date (Put), deposit with any Paying Agent such Note together with all unmatured Coupons relating thereto and a duly completed Put Option Notice in the form obtainable from any Paying Agent. The Paying Agent with which a Note is so deposited shall deliver a duly completed Put Option Receipt to the depositing Noteholder. No Note, once deposited with a duly completed Put Option Notice in accordance with this Condition 10(e), may be withdrawn; *provided, however, that* if, prior to the relevant Optional Redemption Date (Put), any such Note becomes immediately due and payable or, upon due presentation of any such Note on the relevant Optional Redemption Date (Put), payment of the redemption moneys is improperly withheld or refused, the relevant Paying Agent shall mail notification thereof to the depositing Noteholder at such address as may have been given by such Noteholder in the relevant Put Option Notice and shall hold such Note at its Specified Office for collection by the depositing Noteholder against surrender of the relevant Put Option Receipt. For so long as any outstanding Note is held by a Paying Agent in accordance with this Condition 10(e), the depositor of such Note and not such Paying Agent shall be deemed to be the holder of such Note for all purposes.
- (f) *Early redemption of Zero Coupon Notes:* Unless otherwise specified in the relevant Final Terms, the Redemption Amount payable on redemption of a Zero Coupon Note at any time before the Maturity Date shall be an amount equal to the sum of:
 - (i) the Reference Price; and
 - (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but

excluding) the date fixed for redemption or (as the case may be) the date upon which the Note becomes due and payable.

Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year shall be made on the basis of such Day Count Fraction as may be specified in the Final Terms for the purposes of this Condition 10(f) or, if none is so specified, a Day Count Fraction of 30F7360.

- (g) *No other redemption:* The Issuer shall not be entitled to redeem the Notes otherwise than as provided in paragraphs (a) to (f) above.
- (h) *Purchase:* The Issuer or any of its respective Subsidiaries may at any time purchase Notes in the open market or otherwise and at any price, provided that all unmatured Coupons are purchased therewith.
- (i) *Cancellation:* All Notes redeemed pursuant to paragraph (a) to (f) of this Condition will forthwith be cancelled (together with all unmatured Coupons (if any) attached thereto or surrendered therewith) and may not be reissued or resold. Notes purchased pursuant to paragraph (h) of this Condition may be held or resold or surrendered for cancellation (and those cancelled may not be reissued or resold).

11. PAYMENTS

- (a) *Principal:* Payments of principal shall be made only against presentation and (provided that payment is made in full) surrender of Notes at the Specified Office of any Paying Agent outside the United States by cheque drawn in the currency in which the payment is due on, or by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency, which, except as provided below under (c) must be outside the United States (in the case of a sterling cheque, a town clearing branch of a bank in the City of London).
- (b) *Interest:* Payments of interest shall, subject to paragraph (h) below, be made only against presentation and (provided that payment is made in full) surrender of the appropriate Coupons at the Specified Office of any Paying Agent outside the United States in the manner described in paragraph (a) above.
- (c) *Payments in New York City:* Payments of principal or interest may be made at the Specified Office of a Paying Agent in New York City if (i) the Issuer has appointed Paying Agents outside the United States with the reasonable expectation that such Paying Agents will be able to make payment of the full amount of the interest on the Notes in the currency in which the payment is due when due, (ii) payment of the full amount of such interest at the offices of all such Paying Agents is illegal or effectively precluded by exchange controls or other similar restrictions and (iii) payment is permitted by applicable United States law.
- (d) *Payments subject to fiscal laws:* All payments in respect of the Notes are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 12

(Taxation). No commissions or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

- (e) *Deductions for unmatured Coupons*: If the relevant Final Terms specifies that the Fixed Rate Note Provisions are applicable and a Note is presented without all unmatured Coupons relating thereto:
- (i) if the aggregate amount of the missing Coupons is less than or equal to the amount of principal due for payment, a sum equal to the aggregate amount of the missing Coupons will be deducted from the amount of principal due for payment; *provided, however, that* if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of such missing Coupons which the gross amount actually available for payment bears to the amount of principal due for payment;
 - (ii) if the aggregate amount of the missing Coupons is greater than the amount of principal due for payment:
 - (A) so many of such missing Coupons shall become void (in inverse order of maturity) as will result in the aggregate amount of the remainder of such missing Coupons (the “**Relevant Coupons**”) being equal to the amount of principal due for payment; *provided, however, that* where this sub-paragraph would otherwise require a fraction of a missing Coupon to become void, such missing Coupon shall become void in its entirety; and
 - (B) a sum equal to the aggregate amount of the Relevant Coupons (or, if less, the amount of principal due for payment) will be deducted from the amount of principal due for payment; *provided, however, that*, if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of the Relevant Coupons (or, as the case may be, the amount of principal due for payment) which the gross amount actually available for payment bears to the amount of principal due for payment.

Each sum of principal so deducted shall be paid in the manner provided in paragraph (a) above against presentation and (provided that payment is made in full) surrender of the relevant missing Coupons.

- (f) *Unmatured Coupons void*: If the relevant Final Terms specifies that this Condition 11(f) is applicable or that the Floating Rate Note Provisions or the Index-Linked Interest Note Provisions are applicable, on the due date for final redemption of any Note or early redemption in whole of such Note pursuant to Condition 10(b) (*Redemption for tax reasons*), Condition 10(e) (*Redemption at the option of Noteholders*), Condition 10(c) (*Redemption at the option of the Issuer*) or Condition 13 (*Events of Default*), all unmatured Coupons relating thereto (whether or not still attached) shall become void and no payment will be made in respect thereof.

- (g) *Payments on business days:* If the due date for payment of any amount in respect of any Note or Coupon is not a Payment Business Day in the place of presentation, the holder shall not be entitled to payment in such place of the amount due until the next succeeding Payment Business Day in such place and shall not be entitled to any further interest or other payment in respect of any such delay.
- (h) *Payments other than in respect of matured Coupons:* Payments of interest other than in respect of matured Coupons shall be made only against presentation of the relevant Notes at the Specified Office of any Paying Agent outside the United States (or in New York City if permitted by paragraph (c) above).
- (i) *Partial payments:* If a Paying Agent makes a partial payment in respect of any Note or Coupon presented to it for payment, such Paying Agent will endorse thereon a statement indicating the amount and date of such payment.
- (j) *Exchange of Talons:* On or after the maturity date of the final Coupon which is (or was at the time of issue) part of a Coupon Sheet relating to the Notes, the Talon forming part of such Coupon Sheet may be exchanged at the Specified Office of the Fiscal Agent for a further Coupon Sheet (including, if appropriate, a further Talon but excluding any Coupons in respect of which claims have already become void pursuant to Condition 14 (*Prescription*)). Upon the due date for redemption of any Note, any unexchanged Talon relating to such Note shall become void and no Coupon will be delivered in respect of such Talon.

12. TAXATION

- (a) *Gross up:* All payments of principal and interest in respect of the Notes, the Receipts and the Coupons by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the Kingdom of Sweden or any political subdivision therein or any authority therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments, or governmental charges is required by law. In that event, the Issuer shall pay such additional amounts as will result in receipt by the Noteholders and the Couponholders after such withholding or deduction 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 in respect of any Note, Receipt or Coupon presented for payment:
 - (i) by or on behalf of a holder which is liable to such taxes, duties, assessments or governmental charges in respect of such Note, Receipt or Coupon by reason of its having some connection with the jurisdiction by which such taxes, duties, assessments or charges have been imposed, levied, collected, withheld or assessed other than the mere holding of the Note, Receipt or Coupon; or
 - (ii) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any other Directive implementing the

conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income or any law of the EU or a non-Member State implementing or complying with, or introduced in order to conform to, such Directive; or

- (iii) by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note, Receipt or Coupon to another Paying Agent (if any) in a Member State of the EU; or
 - (iv) more than 30 days after the Relevant Date except to the extent that the holder of such Note, Receipt or Coupon would have been entitled to such additional amounts on presenting such Note, Receipt or Coupon for payment on the last day of such period of 30 days.
- (b) *Taxing jurisdiction:* If the Issuer becomes subject at any time to any taxing jurisdiction other than the Kingdom of Sweden, references in these Conditions to the Kingdom of Sweden shall be construed as references to the Kingdom of Sweden and/or such other jurisdiction.

13. EVENTS OF DEFAULT

If any of the following events occurs:

- (a) *Non-payment:* the Issuer fails to pay any amount of principal in respect of the Notes on the due date for payment thereof or fails to pay any amount of interest in respect of the Notes within 15 days of the due date for payment thereof; or
- (b) *Breach of other obligations:* the Issuer defaults in the performance or observance of any of its other obligations under or in respect of the Notes and such default remains unremedied for 30 days after written notice thereof by any Noteholder, has been delivered to the Issuer and to the Specified Office of the Fiscal Agent; or
- (c) *Cross-default of Issuer or Material Subsidiary:*
 - (i) any Indebtedness of the Issuer or any of its respective Material Subsidiaries in the aggregate outstanding principal amount of, U.S.\$40,000,000 or more or its equivalent in any other currency is not paid when due or (as the case may be) within any originally applicable grace period;
 - (ii) any such Indebtedness in the aggregate outstanding principal amount of, U.S.\$40,000,000 or more or its equivalent in any other currency becomes (or becomes capable of being declared) due and payable prior to its stated maturity by reason of acceleration thereof following default by the Issuer or any Material Subsidiary; or
 - (iii) the Issuer or any of its respective Material Subsidiaries fails to pay when due any amount payable by it under any Guarantee of any Indebtedness in the aggregate outstanding principal amount of, U.S.\$40,000,000 or more or its equivalent in any other currency;

provided that, in the case of (i), (ii) and (iii) above, it shall not be an Event of Default if such Indebtedness has not been paid as a result of a *bona fide* dispute that is being contested in good faith and by appropriate proceedings

and in respect of which sufficient and proper reserves in cash or other rapidly realisable liquid assets have been made in accordance with IFRS; or

- (d) *Insolvency etc:* (i) the Issuer or any of its respective Material Subsidiaries becomes insolvent or is unable to pay its debts as they fall due, (ii) an administrator or liquidator of the Issuer or any of its respective Material Subsidiaries or the whole or any part of the undertaking, assets and revenues of the Issuer or any of its respective Material Subsidiaries is appointed (or application for any such appointment is made), (iii) the Issuer or any of its respective Material Subsidiaries takes any action for a readjustment or deferment of any of its obligations or makes a general assignment or an arrangement or composition with or for the benefit of its creditors or declares a moratorium in respect of any of its Indebtedness or any Guarantee of any Indebtedness given by it or (iv) the Issuer or any of its respective Material Subsidiaries ceases or threatens to cease to carry on all or any substantial part of its business; or
- (e) *Winding up etc:* an order is made or an effective resolution is passed for the winding up, liquidation or dissolution of the Issuer or any of its respective Material Subsidiaries; or
- (f) *Analogous event:* any event occurs which under the laws of the Kingdom of Sweden has an analogous effect to any of the events referred to in paragraphs (d) to (f) above; or
- (g) *Failure to take action etc:* any action, condition or thing at any time required to be taken, fulfilled or done in order (i) to enable the Issuer lawfully to enter into, exercise its respective rights and perform and comply with its respective obligations under and in respect of the Notes, (ii) to ensure that those obligations are legal, valid, binding and enforceable and (iii) to make the Notes and the Coupons admissible in evidence in the courts of the Kingdom of Sweden is not taken, fulfilled or done; or
- (h) *Unlawfulness:* it is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Notes,

then any Note may, by written notice addressed by the holders thereof to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent, be declared immediately due and payable, whereupon it shall become immediately due and payable at its Early Termination Amount together with accrued interest (if any) without further action or formality.

14. PRESCRIPTION

Claims for principal shall become void unless the relevant Notes are presented for payment within ten years of the appropriate Relevant Date. Claims for interest shall become void unless the relevant Coupons are presented for payment within five years of the appropriate Relevant Date.

15. REPLACEMENT OF NOTES, RECEIPTS, COUPONS AND TALONS

If any Note, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Fiscal Agent (and, if the Notes are then admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent in any particular place, the Paying Agent having its Specified Office in the place

required by such competent authority, stock exchange and/or quotation system), subject to all applicable laws and competent authority, stock exchange and/or quotation system requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may reasonably require. Mutilated or defaced Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

16. AGENTS

In acting under the Agency Agreement and in connection with the Notes and the Receipts, Coupons and Talons, the Paying Agents act solely as agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders or Couponholders.

The initial Paying Agents and their initial Specified Offices are listed below. The initial Calculation Agent (if any) is specified in the relevant Final Terms. The Issuer reserves the right at any time to vary or terminate the appointment of any Paying Agent and to appoint a successor fiscal agent or Calculation Agent and additional or successor paying agents; *provided, however, that:*

- (a) the Issuer shall at all times maintain a Fiscal Agent; and
- (b) the Issuer shall at all times maintain a paying agent in an EU member state that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000; and
- (c) if a Calculation Agent is specified in the relevant Final Terms, the Issuer shall at all times maintain a Calculation Agent; and
- (d) if and for so long as the Notes are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent in any particular place, the Issuer shall maintain a Paying Agent having its Specified Office in the place required by such competent authority, stock exchange and/or quotation system.

Notice of any appointment of, or change in, any of the Paying Agents or in their Specified Offices shall promptly be given to the Noteholders.

17. MEETINGS OF NOTEHOLDERS; MODIFICATION AND WAIVER

- (a) *Meetings of Noteholders:* The Agency Agreement contains provisions for convening meetings of Noteholders to consider matters relating to the Notes, including the modification of any provision of these Conditions. Any such modification may be made if sanctioned by an Extraordinary Resolution. Such a meeting may be convened by the Issuer and shall be convened by it upon the request in writing of Noteholders holding not less than one-tenth of the aggregate principal amount of the outstanding Notes. The quorum at any meeting convened to vote on an Extraordinary Resolution will be two or more Persons holding or representing one more than half of the aggregate principal amount of the outstanding Notes or, at any adjourned meeting, two or more Persons being or representing Noteholders whatever the principal amount of the Notes held or represented; *provided, however, that* Reserved Matters may only be sanctioned by an Extraordinary Resolution passed at a meeting of Noteholders at which two or more Persons holding or representing not less

than three-quarters or, at any adjourned meeting, one quarter of the aggregate principal amount of the outstanding Notes form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders and Couponholders, whether present or not.

In addition, a resolution in writing signed by or on behalf of all Noteholders who for the time being are entitled to receive notice of a meeting of Noteholders will take effect as if it were an Extraordinary Resolution. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

- (b) *Modification:* The Notes and these Conditions may be amended without the consent of the Noteholders or the Couponholders to correct a manifest error. In addition, the parties to the Agency Agreement may agree to modify any provision thereof, but the Issuer shall not agree, without the consent of the Noteholders, to any such modification unless it is of a formal, minor or technical nature, it is made to correct a manifest error or it is, in the opinion of such parties, not materially prejudicial to the interests of the Noteholders.

18. SUBSTITUTION

The Issuer, or any previously substituted company, may at any time, without the consent of the Noteholders or the Couponholders through novation substitute for itself as principal debtor under the Notes and the Coupons a Subsidiary of the Issuer (the “**Substitute**”) in the manner specified in the Agency Agreement, provided that no payment in respect of the Notes or the Coupons is at the relevant time overdue. The substitution shall be made by a deed poll (the “**Deed Poll**”), to be substantially in the form exhibited to the Agency Agreement, and may take place only if:

- (i) the Substitute shall have become party to the Agency Agreement, and Deed Poll, *mutatis mutandis*, as if it had been an original party thereto and the Substitute shall enter into a deed of covenant on the same terms as the Deed of Covenant dated 9 May 2007, *mutatis mutandis*;
- (ii) the Substitute shall, by means of the Deed Poll, agree to indemnify each Noteholder, and Couponholder against any withholding, tax, duty, assessment or governmental charge which is imposed on it by (or by any authority in or of) the jurisdiction of the country of the Substitute's residence for tax purposes and/or, if different, of its incorporation with respect to any Note, Coupon or deed of covenant and which would not have been so imposed had the substitution not been made, as well as against any withholding, tax, duty, assessment or governmental charge, and any cost or expense, relating to the substitution;
- (iii) the obligations of the Substitute under the Deed Poll, the Agency Agreement, the deed of covenant, the Notes, and the Coupons shall be unconditionally and irrevocably guaranteed by Atlas Copco AB (the “**Guarantor**”) by means of the Deed Poll;
- (iv) all action, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to ensure that the Deed Poll, the Agency Agreement, the deed of covenant, the Notes, and Coupons, *mutatis mutandis* represent valid, legally binding and enforceable obligations of the Substitute and in the case of the Deed Poll of the Guarantor have been taken, fulfilled and done and are in full force and effect;

- (v) the Substitute, if incorporated in a jurisdiction other than England, shall have appointed an agent to receive, for and on its behalf, service of process in any Proceedings (as defined in Condition 23(d) (*Rights of the Noteholders to take proceedings outside England*)) in England;
- (vi) each listing authority and stock exchange (if any) on which the Notes are then admitted to listing or trading shall have confirmed that, following the proposed substitution, the Notes will be admitted to listing or trading by such listing authority or stock exchange;
- (vii) legal opinions, subject to customary assumptions and qualifications, addressed to the Noteholders shall have been delivered to them (care of the Fiscal Agent) from a lawyer or firm of lawyers with a leading securities practice in each jurisdiction referred to in (ii) above and in England as to the fulfilment of the preceding conditions of this Condition 18 and the other matters specified in the Deed Poll; and
- (viii) the Issuer shall have given at least 28 days' prior notice in accordance with Condition 20 of such substitution to the Noteholders stating that copies, or, pending execution, the agreed text, of all documents in relation to the substitution which are referred to above, or which might otherwise reasonably be regarded as material to Noteholders, will be available for inspection at the specified office of each of the Paying Agents.

References in Condition 13 (*Events of Default*) to obligations under the Notes shall be deemed to include obligations under the Deed Poll, and the events of default listed in Condition 13 (*Events of Default*), shall be deemed to include the guarantee under the Deed Poll not being or being claimed by the Guarantor not to be in full force and effect and the provisions of Condition 13(c) - 13(f) (inclusive) and 13(h) shall also be deemed to apply to the Guarantor.

19. FURTHER ISSUES

The Issuer may from time to time, without the consent of the Noteholders or the Couponholders, create and issue further notes having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Notes; provided that in the case of Notes to which the TEFRA D rules apply that are initially represented by interests in a Temporary Global Note exchangeable for an interest in a Permanent Global Note or Definitive Notes, such consolidation can only occur following the exchange of interests in the Temporary Global Note for interests in the Permanent Global Note or Definitive Notes upon certification of non-U.S. beneficial ownership.

20. NOTICES

Notices to the Noteholders shall be valid if published in a leading English language daily newspaper published in London (which is expected to be the *Financial Times*), if such publication is not practicable, in a leading English language daily newspaper having general circulation in Europe. Any such notice shall be deemed to have been given on the date of first publication (or if required to be published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers). Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the Noteholders.

21. CURRENCY INDEMNITY

If any sum due from the Issuer in respect of the Notes or the Coupons or any order or judgment given or made in relation thereto has to be converted from the currency (the “**first currency**”) in which the same is payable under these Conditions or such order or judgment into another currency (the “**second currency**”) for the purpose of (a) making or filing a claim or proof against the Issuer, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment given or made in relation to the Notes, the Issuer shall indemnify each Noteholder, on the written demand of such Noteholder addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent, against any loss suffered as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (ii) the rate or rates of exchange at which such Noteholder may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

This indemnity constitutes a separate and independent obligation of the Issuer and shall give rise to a separate and independent cause of action.

22. ROUNDING

- (a) For the purposes of any calculations referred to in these Conditions (unless otherwise specified in these Conditions or the relevant Final Terms), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.), (b) all United States dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up), (c) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount, and (d) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency, with 0.005 being rounded upwards.

23. GOVERNING LAW AND JURISDICTION

- (a) *Governing law:* The Notes and all non-contractual obligations arising out of or in connection with the Notes are governed by, and shall be construed in accordance with, English law.
- (b) *English courts:* The courts of England have exclusive jurisdiction to settle any dispute (a “**Dispute**”) arising out of or in connection with the Notes, Receipts, Coupons or Talons (including a dispute relating to the existence, validity or cancellation of the Notes or any non-contractual obligation arising out of or in connection with the Notes, Receipts, Coupons or Talons) or the consequences of their nullity.
- (c) *Appropriate forum:* The Issuer agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.
- (d) *Rights of the Noteholders to take proceedings outside England:* Condition 23(b) (*English courts*) is for the benefit of the Noteholders only. As a result, nothing in this Condition 23 (*Governing law and jurisdiction*)

prevents any Noteholder from taking proceedings relating to a Dispute (“**Proceedings**”) in any other courts with jurisdiction. To the extent allowed by law, Noteholders may take concurrent Proceedings in any number of jurisdictions.

- (e) *Service of process:* The Issuer agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to Atlas Copco AB at Atlas Copco UK Holdings Limited, Swallowdale Lane, PO Box 79, Hemel Hempstead, Herts HP2 7HA or at any address of the Issuer in Great Britain at which service of process may be served on it in accordance with the Companies Act 2006. If such person is not or ceases to be effectively appointed to accept service of process on behalf of the Issuer, the Issuer shall, on the written demand of any Noteholder addressed and delivered to the Issuer or to the Specified Office of the Fiscal Agent appoint a further person in England to accept service of process on its behalf. Nothing in this paragraph shall affect the right of any Noteholder to serve process in any other manner permitted by law.

FORM OF FINAL TERMS

The Final Terms in respect of each Tranche of Notes will be substantially in the following form, duly supplemented (if necessary) and completed to reflect the particular terms of the relevant Notes and their issue. Text in this section appearing in italics does not form part of the form of the Final Terms but denotes directions for completing the Final Terms.

Final Terms dated [●]

Atlas Copco AB

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]

under the U.S.\$3,000,000,000

Euro Medium Term Note Programme

The Base Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area which has implemented the Directive 2003/71/EC (each, a “**Relevant Member State**”) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Notes. Accordingly any person making or intending to make an offer in that Relevant Member State of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive (as defined below) or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the Issuer nor any Dealer have authorised, nor do they authorise, the making of any offer of Notes in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

The Notes have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”) or with any securities regulatory authority of any state or other jurisdiction of the United States, and Notes in bearer form are subject to U.S. tax law requirements. The Notes may not be offered, sold or (in the case of Notes in bearer form) delivered 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 in certain transactions exempt from the registration requirements of the Securities Act.

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated [●][and the supplemental Base Prospectus dated [●]] which [together] constitute[s] a base prospectus (the “**Base Prospectus**”) for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the “**Prospectus Directive**”). This document constitutes the Final Terms relating to the issue of Notes described herein for the purposes of Article 5.4 of the Prospectus Directive. These Final Terms contain the final terms of the Notes and must be read in conjunction with the Base Prospectus [as so supplemented].

Full information on the Issuer and the offer of the Notes described herein is only available on the basis of a combination of these Final Terms and the Base Prospectus [as so supplemented]. The Base Prospectus [and the supplemental Base Prospectus] [is] [are] available for viewing at [website] [and] during normal business hours at [address] and copies may be obtained from [address].

The following alternative language applies if the first tranche of an issue which is being increased was issued under a base prospectus with an earlier date and the relevant terms and conditions from that base prospectus with an earlier date were incorporated by reference in this Base Prospectus.

Terms used herein shall be deemed to be defined as such for the purposes of the [2007 Conditions/ Series 303 Conditions/ Series 304 Conditions] (the “**Conditions**”) incorporated by reference in the Base Prospectus dated [current date]. These Final Terms contain the final terms of the Notes and must be read in conjunction with the Base Prospectus dated [current date] [and the supplemental Base Prospectus dated [date]] which [together] constitute[s] a base prospectus (the “**Base Prospectus**”) for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the “**Prospectus Directive**”). This document constitutes the Final Terms relating to the issue of Notes described herein for the purposes of Article 5.4 of the Prospectus Directive.

Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus dated [current date] [and the supplemental Base Prospectus(es) dated [●] and [●]]. The Base Prospectus [and the supplemental Base Prospectus(es)] are available for viewing [at [website]] [and] during normal business hours at [address] [and copies may be obtained from [address]].

1. Issuer: Atlas Copco AB
2. [(i) [Series Number:]] [●]
[(ii) [Tranche Number:]] [●]
(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible).]
3. Specified Currency or Currencies: [●]
4. Aggregate Nominal Amount: [●]
[(i) [Series:]] [●]
[(ii) [Tranche:]] [●]
5. Issue Price: [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (in the case of fungible issues only, if applicable)]

6. (i) Specified Denominations:
-
- [Notes which are to be admitted to trading on a Regulated Market or offered to the public in any Member State must be issued in minimum denominations of at least EUR 100,000 (or equivalent in another currency).]*
- In relation to any issue of Notes which have a denomination consisting of the minimum Specified Denomination plus a higher integral multiple of a smaller amount, the following language should be used:*
- [EUR] [100,000] and integral multiples of [EUR] [1,000] in excess thereof up to and including [EUR] [199,000]. No Notes in definitive form will be issued with a denomination above [EUR] [199,000].]
- (ii) Calculation Amount
7. [(i)] Issue Date:
- [(ii) Interest Commencement Specify/Issue Date/Not Applicable]
Date:
8. Maturity Date: *[specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year]*
- [If the Maturity Date is less than one year from the Issue Date the Notes must have a minimum redemption value of £100,000 (or its equivalent in other currencies) and be sold only to “professional investors” or another applicable exemption from Section 19 of the FSMA must be available.]*
- END OF OPTIONS**
9. Interest Basis: % Fixed Rate]
- [[specify reference rate] +/- % Floating Rate]
- [Zero Coupon]
- [Index-Linked Interest]
- [Other (specify)]
- (further particulars specified below)

10. Redemption/Payment Basis: [Redemption at par]
[Index-Linked Redemption]
[Dual Currency]
[Partly Paid]
[Instalment]
[Other (*specify*)]
11. Change of Interest Redemption/Payment Basis: or [*Specify details of any provision for convertibility of Notes into another interest or redemption/ payment basis*]
12. Put/Call Options: [Investor Put]
[Issuer Call]
[(further particulars specified below)]
13. (i) Status of the Notes: Senior
- (ii) [Date [Board] approval for issuance of Notes obtained: [●][and [●], respectively]]
(*N.B Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes*)
14. Method of distribution: [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15. **Fixed Rate Note Provisions** [Applicable/Not Applicable]
(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
- (i) Rate[(s)] of Interest: [●] per cent. per annum [payable [annually/semi-annually/quarterly/monthly/other (*specify*)] in arrear]
- (ii) Interest Payment Date(s): [●] in each year [adjusted in accordance with [specify Business Day Convention and any applicable Business Centre(s) for the definition of “Business Day”]/not adjusted]
- (iii) Fixed Coupon Amount[(s)]: [●] per Calculation Amount
- (iv) Broken Amount(s): [●] per Calculation Amount, payable on Interest Payment Date falling [in/on] [●]
- (v) Day Count Fraction: [30/360 /Actual/Actual (ICMA/ISDA) / other]

- [(vi) Determination Dates: [●] in each year [*insert regular interest payment dates, ignoring Issue Date or Maturity Date in the case of a long or short first or last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA)*]
- (vii) Other terms relating to the method of calculating interest for Fixed Rate Notes: [Not Applicable/*give details*]
16. **Floating Rate Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (i) Interest Period(s): [●]
- (ii) Specified Period: [●]
(Specified Period and Specified Interest Payment Dates are alternatives. A Specified Period, rather than Specified Interest Payment Dates, will only be relevant if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention. Otherwise, insert “Not Applicable”)
- (iii) Specified Interest Payment Dates: [●]
(Specified Period and Specified Interest Payment Dates are alternatives. If the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention, insert “Not Applicable”)
- (iv) [First Interest Payment Date: [●]]
- (v) Business Day Convention: [Floating Rate Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention/ other (*give details*)]
- (vi) Additional Business Centre(s): [Not Applicable/*give details*]
- (vii) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination/other (*give details*)]

- (viii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the [Fiscal Agent]): *[[Name] shall be the Calculation Agent (no need to specify if the Fiscal Agent is to perform this function)]*
- (ix) Screen Rate Determination:
- Reference Rate: *[For example, LIBOR or EURIBOR]*
 - Interest Determination Date(s): *[●]*
 - Relevant Screen Page: *[For example, Reuters LIBOR 01/EURIBOR 01]*
 - Relevant Time: *[For example, 11.00 a.m. London time/Brussels time]*
 - Relevant Financial Centre: *[For example, London/Euro-zone (where Euro-zone means the region comprised of the countries whose lawful currency is the euro)]*
- (x) ISDA Determination:
- Floating Rate Option: *[●]*
 - Designated Maturity: *[●]*
 - Reset Date: *[●]*
- (xi) Margin(s): *[+/-] [●]per cent. per annum*
- (xii) Minimum Rate of Interest: *[●] per cent. per annum*
- (xiii) Maximum Rate of Interest: *[●] per cent. per annum*
- (xiv) Day Count Fraction: *[●]*
- (xv) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions: *[●]*

17. Zero Coupon Note Provisions

[Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

- (i) Accrual Yield: [●]per cent. per annum
- (ii) Reference Price: [●]
- (iii) Any other formula/basis of determining amount payable: [*Consider whether it is necessary to specify a Day Count Fraction for the purposes of Condition [10(g)]*]
18. **Index-Linked Interest Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Index/Formula: [*Give or annex details*]
- (ii) Calculation Agent responsible for calculating the interest due: [●]
- (iii) Provisions for determining Coupon where calculation by reference to Index and/or Formula and/or other variable: [●]
- (iv) Interest Determination Date(s): [●]
- (v) Provisions for determining Coupon where calculation by reference to Index and/or Formula and/or other Variable is impossible or impracticable or otherwise disrupted: [●]
- (vi) Interest or calculation period(s): [●]
- (vii) Specified Period: [●]
(Specified Period and Specified Interest Payment Dates are alternatives. A Specified Period, rather than Specified Interest Payment Dates, will only be relevant if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention. Otherwise, insert “Not Applicable”.)

- (viii) Specified Interest Payment Dates: [●]
(Specified Period and Specified Interest Payment Dates are alternatives. If the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention, insert “Not Applicable”.)
- (ix) Business Day Convention: [Floating Rate Convention/ Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other *(give details)*]
- (x) Additional Business Centre(s): [●]
- (xi) Minimum Rate of Interest: [●] per cent. per annum
- (xii) Maximum Rate of Interest: [●] per cent. per annum
- (xiii) Day Count Fraction: [●]

19. **Dual Currency Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Rate of Exchange/method of calculating Rate of Exchange: [Give details]
- (ii) Calculation Agent, if any, responsible for calculating the principal and/or interest due: [●]
- (iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: [●]
[Need to include a description of market disruptions or settlement disruptions, events and adjustment provisions]
- (iv) Person at whose option Specified Currency(ies) is/are payable: [●]

PROVISIONS RELATING TO REDEMPTION

20. **Call Option** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Optional Redemption [●]
Date(s):
- (ii) Optional Redemption [●] per Calculation Amount
Amount(s) of each Note and
method, if any, of calculation
of such amount(s):
- (iii) If redeemable in part:
 - (a) Minimum Redemption [●] per Calculation Amount
Amount:
 - (b) Maximum Redemption [●] per Calculation Amount
Amount:
- (iv) Notice period: [●]

21. **Put Option**

[Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Optional Redemption [●]
Date(s):
- (ii) Optional Redemption [●] per Calculation Amount
Amount(s) and method, if
any, of calculation of such
amount(s):
- (iii) Notice period: [●]

22. **Final Redemption Amount of each Note**

[●] per Calculation Amount

In cases where the Final Redemption Amount is Index-Linked or other variable-linked: [give or annex details]

- (i) Index/Formula/variable: [give or annex details]
- (ii) Calculation Agent [●]
responsible for calculating the
Final Redemption Amount:
- (iii) Provisions for determining [●]
Final Redemption Amount
where calculated by reference
to Index and/or Formula
and/or other variable:

- (iv) Date for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable: [●]
- (v) Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: [●] *[Need to include a description of market disruptions or settlement disruptions, events and adjustment provisions]*
- (vi) [Payment Date:] [●]
- (vii) Minimum Final Redemption Amount: [●] per Calculation Amount
- (viii) Maximum Final Redemption Amount: [●] per Calculation Amount

23. Early Redemption Amount

Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on event of default and/or the method of calculating the same (if required or if different from that set out in the Conditions): [Not Applicable (*if both the Early Redemption Amount (Tax) and the Early Termination Amount are the principal amount of the Notes/specify the Early Redemption Amount (Tax) and/or the Early Termination Amount if different from the principal amount of the Notes*)]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

24. Form of Notes:

Bearer Notes:

[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note.]

[Permanent Global Note exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note].

[Temporary Global Note exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note].

(Note that an exchange into Definitive Notes will not be permitted where the Global Note is in less than the minimum denomination.)

25. New Global Note Form: [Applicable/Not Applicable]
26. Additional Financial Centre(s) or other special provisions relating to Payment Dates: [Not Applicable/give details. Note that this item relates to the date and place of payment, and not interest period end dates, to which items 16(ii), 17(iv) and 19(vii) relate]
27. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): [Yes/No. If yes, give details]
28. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: [Not Applicable/give details]
29. Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made: [Not Applicable/give details]
30. Other terms or special conditions: [Not Applicable/give details]
(When adding any other final terms consideration should be given as to whether such terms constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)

DISTRIBUTION

31. (i) If syndicated, names of Managers: [Not Applicable/give names]
- (ii) Stabilising Manager (if any): [Not Applicable/give name]
32. If non-syndicated, name of Dealer: [Not Applicable/give name]
33. U.S. Selling Restrictions: [Reg. S Compliance category 2];
[TEFRA C/TEFRA D/TEFRA not applicable]
34. Additional selling restrictions: [Not Applicable/give details]

PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for issue [and] [admission to trading on [*specify relevant regulated market*] of the Notes described herein] pursuant to the U.S.\$3,000,000,000 Euro Medium Term Note Programme of Atlas Copco AB.

RESPONSIBILITY

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

Signed on behalf of the Issuer:

By:

Duly authorised

PART B – OTHER INFORMATION

1. LISTING

- (i) Listing: London/other (*specify*)/None]
- (ii) Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [*specify relevant regulated market*] with effect from [●].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [*specify regulated market*] with effect from [●].] [Not Applicable.]
- (Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.)
- (iii) Estimate of total expenses related to admission to trading: [●]

2. RATINGS

- Ratings: [The Notes to be issued will not be rated.]
- [[The Programme has been/The Notes to be issued [have been]/[are expected to be]] rated:]
- [S & P: [●]]
- [Moody's: [●]]
- [[Other rating agency]: [●]]
- [[*Insert credit rating agency legal name*] is established in the European Union and registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies (the “**CRA Regulation**”).]
- [[*Insert credit rating agency legal name*] is not established in the European Union and has not applied for registration under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies (the “**CRA Regulation**”).]

[[*Insert credit rating agency legal name*] is not established in the European Union and has not applied for registration under Regulation (EU) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies (the “**CRA Regulation**”) but is endorsed by [*insert credit rating agency legal name*] which is established in the European Union [and registered under the CRA Regulation/and has applied for registration under the CRA Regulation, although as at the date of these Final Terms notification of the corresponding registration decision has not yet been provided by the relevant competent authority.]

[[*Insert credit rating agency legal name*] is not established in the European Union and has not applied for registration under Regulation (EU) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies (the “**CRA Regulation**”) but is certified in accordance with the CRA Regulation (or is applying to be certified but has not yet been certified).

[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]

(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)

In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the EEA and registered under the CRA Regulation unless (1) the rating is provided by a credit rating agency operating in the EEA before 7 June 2010 which has submitted an application for registration in accordance with the CRA Regulation and such registration has not been refused, or (2) the rating is provided by a credit rating agency not established in the EEA but is endorsed by a credit rating agency established in the EEA and registered under the CRA Regulation or (3) the rating is provided by a credit rating agency not established in the EEA which is certified under the CRA Regulation.

3. **[INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER]**

Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:

“Save as discussed in [“Subscription and Sale”], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.”]

[(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]

4. **REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES**

(i) Reasons for the offer: [●].

(See [“Use of Proceeds”] wording in the Base Prospectus – if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)]

[(ii)] Estimated net proceeds: [●].

(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)

[(iii)] Estimated total expenses: [●]. [Include breakdown of expenses.]

(If the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies it is only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above.)

5. **[Fixed Rate Notes Only -YIELD**

Indication of yield: [●]

Calculated as *[include details of method of calculation in summary form]* on the Issue Date.

As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

6. **[Index-Linked Or Other Variable-Linked Notes Only - PERFORMANCE OF INDEX/FORMULA/OTHER VARIABLE, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING**

Need to include details of where past and future performance and volatility of the index/formula/other variable can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident. [Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information. Include other information concerning the underlying required by Paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.]

[(When completing this paragraph, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]

The Issuer *[intends to provide post-issuance information [specify what information will be reported and where it can be obtained]]* *[does not intend to provide post-issuance information]*.

7. **[Dual Currency Notes Only – PERFORMANCE OF RATE[S] OF EXCHANGE**

Need to include details of where past and future performance and volatility of the relevant rate[s] can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.]

[(When completing this paragraph, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]

8. OPERATIONAL INFORMATION

ISIN Code: [●]

Common Code: [●]

New Global Note intended to be held in a manner which would allow Eurosystem eligibility: [Not Applicable/Yes/No]

Note that the designation “Yes” simply means that the Notes are intended upon issue to be deposited with Euroclear or Clearstream, Luxembourg as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.] *[Include this text if “Yes” selected in which case the Notes must be issued in NGN form]*

Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking Societe Anonyme and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]

Delivery: Delivery [against/free of] payment

Names and addresses of initial Paying Agent(s): [●]

Names and addresses of additional Paying Agent(s) (if any): [●]

SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

Clearing System Accountholders

Each Global Note will be in bearer form. Consequently, in relation to any Tranche of Notes represented by a Global Note, references in the Terms and Conditions of the Notes to “Noteholder” are references to the bearer of the relevant Global Note which, for so long as the Global Note is held by a depository or a common depository, in the case of a CGN, or a common safekeeper, in the case of an NGN for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, will be that depository or common depository or, as the case may be, common safekeeper.

Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Global Note (each an “**Accountholder**”) must look solely to Euroclear and/or Clearstream, Luxembourg and/or such other relevant clearing system (as the case may be) for such Accountholder's share of each payment made by the Issuer to the bearer of such Global Note and in relation to all other rights arising under the Global Note. The extent to which, and the manner in which, Accountholders may exercise any rights arising under the Global Note will be determined by the respective rules and procedures of Euroclear and Clearstream, Luxembourg and any other relevant clearing system from time to time. For so long as the relevant Notes are represented by the Global Note, Accountholders shall have no claim directly against the Issuer in respect of payments due under the Notes and such obligations of the Issuer will be discharged by payment to the bearer of the Global Note.

Exchange of Temporary Global Notes

So long as the Notes are represented by a temporary Global Note or a permanent Global note and the relevant clearing system(s) so permit, the Notes will be tradeable only in the minimum authorised denomination of EUR 100,000 (or its equivalent in any other currency) and one or more higher integral multiples of another smaller amount notwithstanding that no definitive Notes will be issued with a denomination above EUR199,000.

Whenever any interest in a Temporary Global Note is to be exchanged for an interest in a Permanent Global Note, the Issuer shall procure:

- (a) in the case of first exchange, the prompt delivery (free of charge to the bearer) of such Permanent Global Note, duly authenticated and, in the case of an NGN, effectuated, to the bearer of the Temporary Global Note; or
- (b) in the case of any subsequent exchange, an increase in the principal amount of such Permanent Global Note in accordance with its terms,

in each case in an aggregate principal amount equal to the aggregate of the principal amounts specified in the certificates issued by Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and received by the Fiscal Agent against presentation and (in the case of final exchange) surrender of the Temporary Global Note to or to the order of the Fiscal Agent within seven days of the bearer requesting such exchange.

Whenever a Temporary Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Temporary Global Note to the bearer of the Temporary Global Note against the surrender of the

Temporary Global Note to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

If:

- (a) a Permanent Global Note has not been delivered or the principal amount thereof increased by 5.00 p.m. (London time) on the seventh day after the bearer of a Temporary Global Note has requested exchange of an interest in the Temporary Global Note for an interest in a Permanent Global Note; or
- (b) Definitive Notes have not been delivered by 5.00 p.m. (London time) on the thirtieth day after the bearer of a Temporary Global Note has requested exchange of the Temporary Global Note for Definitive Notes; or
- (c) a Temporary Global Note (or any part thereof) has become due and payable in accordance with the Terms and Conditions of the Notes or the date for final redemption of a Temporary Global Note has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer of the Temporary Global Note in accordance with the terms of the Temporary Global Note on the due date for payment,

then the Temporary Global Note (including the obligation to deliver a Permanent Global Note or increase the principal amount thereof or deliver Definitive Notes, as the case may be) will become void at 5.00 p.m. (London time) on such seventh day (in the case of (a) above) or at 5.00 p.m. (London time) on such thirtieth day (in the case of (b) above) or at 5.00 p.m. (London time) on such due date (in the case of (c) above) and the bearer of the Temporary Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Temporary Global Note or others may have under a deed of covenant dated 7 March 2012 (the “**Deed of Covenant**”) executed by the Issuer). Under the Deed of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Temporary Global Note will acquire directly against the Issuer all those rights to which they would have been entitled if, immediately before the Temporary Global Note became void, they had been the holders of Definitive Notes in an aggregate principal amount equal to the principal amount of Notes they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

Exchange of Permanent Global Notes

Whenever a Permanent Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

If:

- (a) Definitive Notes have not been delivered by 5.00 p.m. (London time) on the thirtieth day after the bearer of a Permanent Global Note has duly requested exchange of the Permanent Global Note for Definitive Notes; or
- (b) a Permanent Global Note (or any part of it) has become due and payable in accordance with the Terms and Conditions of the Notes or the date for final redemption of the Notes has occurred and, in either case, payment in full of the

amount of principal falling due with all accrued interest thereon has not been made to the bearer of the Permanent Global Note in accordance with the terms of the Permanent Global Note on the due date for payment,

then the Permanent Global Note (including the obligation to deliver Definitive Notes) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (London time) on such due date (in the case of (b) above) and the bearer of the Permanent Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Permanent Global Note or others may have under the Deed of Covenant. Under the Deed of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Permanent Global Note will acquire directly against the Issuer all those rights to which they would have been entitled if, immediately before the Permanent Global Note became void, they had been the holders of Definitive Notes in an aggregate principal amount equal to the principal amount of Notes they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

Conditions applicable to Global Notes

Each Global Note will contain provisions which modify the Terms and Conditions of the Notes as they apply to the Global Note. The following is a summary of certain of those provisions:

Payments: All payments in respect of the Global Note will be made against presentation and (in the case of payment of principal in full with all interest accrued thereon) surrender of the Global Note to or to the order of any Paying Agent and will be effective to satisfy and discharge the corresponding liabilities of the Issuer in respect of the Notes. On each occasion on which a payment of principal or interest is made in respect of the Global Note, the Issuer shall procure that in respect of a CGN the payment is noted in a schedule thereto and in respect of an NGN the payment is entered pro rata in the records of Euroclear and Clearstream, Luxembourg.

Exercise of put option: In order to exercise the option contained in Condition 10(e) (*Redemption at the option of Noteholders*) the bearer of the Permanent Global Note must, within the period specified in the Conditions for the deposit of the relevant Note and put notice, give written notice of such exercise to the Fiscal Agent specifying the principal amount of Notes in respect of which such option is being exercised. Any such notice will be irrevocable and may not be withdrawn.

Partial exercise of call option: In connection with an exercise of the option contained in Condition 10(c) (*Redemption at the option of the Issuer*) in relation to some only of the Notes, the Permanent Global Note may be redeemed in part in the principal amount specified by the Issuer in accordance with the Conditions and the Notes to be redeemed will not be selected as provided in the Conditions but in accordance with the rules and procedures of Euroclear and Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in principal amount, at their discretion).

Payment Business Day: In the case of a Global Note, the term “Payment Business Day” shall mean that, if the currency of payment is euro, any day which is a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or if the currency of payment is not euro, any day which is a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) additional Financial Centre.

Notices: Notwithstanding Condition 20 (*Notices*), while all the Notes are represented by a Permanent Global Note (or by a Permanent Global Note and/or a Temporary Global Note) and the Permanent Global Note is (or the Permanent Global Note and/or the Temporary Global Note are) deposited with a depository or a common depository for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system or a common safekeeper, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Noteholders in accordance with Condition 20 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

DESCRIPTION OF THE ISSUER

The Issuer is a public limited liability company incorporated under the laws of the Kingdom of Sweden with the corporate registration number 556014-2720. Its registered office is Sickla Industriväg 19, SE-105 23 Stockholm, Sweden (telephone number: +46 8 743 8000). The Issuer was founded in Sweden in 1873 under the name AB Atlas as a manufacturer and a seller of railway equipment. At the time, it was the largest manufacturing company in Sweden. The Issuer's name was changed to Atlas Copco AB in 1956, Copco being an abbreviation of Compagnie Pneumatique Commerciale. The Issuer is the ultimate parent company of numerous subsidiaries which are situated in Sweden as well as outside of Sweden. References in this business description to the “**Group**” are to the Issuer and its subsidiaries.

S&P has assigned the Issuer a corporate credit rating of “A/Stable/A-1”, a senior unsecured credit rating of “A” and a commercial paper rating of “A-1”. Moody's has assigned the Issuer senior unsecured (domestic and foreign currency) ratings of “A3”, senior unsecured MTN (foreign currency) ratings of “(P)A3” and commercial paper ratings of “P-2”.

The Group provides industrial productivity solutions. Its products and services range from compressed air and gas equipment, generators, construction and mining equipment, industrial tools and assembly systems, to related accessories, consumables, aftermarket products and specialty rental. The Group's products include spare parts, service, maintenance and training of customers' personnel. The Issuer's share capital is divided among A shares and B shares. Its shares have been listed on the NASDAQ OMX Stockholm stock exchange since 1920. As of 31 December 2011, the total market capitalisation of the Issuer was SEK 175,271 million (approximately U.S.\$24,994 million and EUR 19,318 million. As of 31 December 2011, the Group had 37,579 employees worldwide, and in 2011 an average of approximately 87.6 per cent. of its workforce was based outside Sweden. In 2011, the Group generated revenues of SEK 81,203 million and an operating profit of SEK 17,560 million, with a corresponding operating margin of 21.6 per cent.

The Group's operations are organised into four business areas:

- (i) the compressor technique business area, which provides industrial compressors, gas and process compressors and expanders, air and gas treatment equipment and air management systems (the “**Compressor Technique**” business area). The Compressor Technique business area has a global service network and offers specialty rental services;
- (ii) the industrial technique business area, which provides industrial power tools, assembly systems, quality assurance products, software and services through a global network (the “**Industrial Technique**” business area);
- (iii) the mining and rock excavation technique business area, which provides equipment for drilling and rock excavation, and a complete range of related consumables and service through a global network (the “**Mining and Rock Excavation Technique**” business area); and
- (iv) the construction technique business area, which provides construction and demolition tools, portable compressors, pumps and generators, lighting towers, and compaction and paving equipment (the “**Construction Technique**” business area). The Construction Technique business area offers service through a global network.

Following the change to the structure of the business areas in 2011, financial information for prior years has been presented in this document in accordance with the present structure.

As there is a trend for the Group's customers to look for suppliers that offer additional services or products, such as maintenance and training of operators, rather than only equipment, the Group is continuously seeking to offer more consumables and aftermarket products to meet the outsourcing demands of its customers. In recent years, demand for aftermarket products has been relatively stable compared to the demand for equipment. In 2011, aftermarket and rental revenues generated approximately 40 per cent. of the Group's revenues. In addition to the Group's equipment and aftermarket product offerings, the Group also offers customer finance solutions to customers in connection with their equipment purchases.

With sales in more than 170 countries and customers in industries such as construction, manufacturing, mining, process and service, the Issuer believes that it has a diverse customer and geographic base. Key customer categories for the Group's products include companies in the manufacturing and process industry (requiring compressed air and gas products and solutions, industrial tools and assembly systems) as well as companies in the construction and mining industry (requiring equipment for drilling and rock excavation, construction and demolition tools, portable compressors and generators as well as compaction and paving equipment).

In order to improve its market presence and penetration in both existing and new markets, the Group continuously invests in its sales and service organisation. In 2011, the Group had sales in over 170 countries, customer centres in 86 countries and manufacturing facilities in 21 countries.

The Issuer aims to reach its vision, First in Mind—First in Choice[®], *i.e.*, to be the preferred supplier of its customers and prospective customers, through innovation and close interaction with customers. The Issuer aims for its growth to be primarily organic. From time to time, selected acquisitions play a vital role in adding products to its portfolio, customers, distribution channels and technology.

Organisation and operations

The Group changed its business area structure to strengthen the focus on specific product and customer segments. As of 1 July 2011, the Group has four business areas (previously it had three) with 22 divisions. While the business areas are separate, with their own strategies, they also share certain functions, such as the facilities for their customer centres, reporting and administrative processes, treasury services, IT support, HR services and non-core purchasing where it is feasible to do so.

Each of the Group's business areas are responsible for the world-wide marketing and selling of its products, systems and aftermarket products. Each business area operates through several divisions, all of which are separate operational units and responsible for their growth and profit in line with the strategies and objectives set by each business area. The divisions generally conduct business through customer and distribution centres.

The Compressor Technique business area

The following table sets forth certain financial data regarding the Compressor Technique business area for each of the years ended 31 December 2009, 31 December 2010 and 31 December 2011:

	For the year ended 31 December		
	2009	2010	2011
Revenues.....	28,603	29,753	31,760
Operating profit	5,236	7,233	7,592

The Compressor Technique business area provides industrial compressors, gas and process compressors and expanders, air and gas treatment equipment and air management systems. It has a global service network and offers specialty rental services. As of July 2011, the business for portable compressors and generators was transferred to the newly created Construction Technique business area. Also, a new division within the Compressor Technique business area, Quality Air, was created in January 2012 and is dedicated to air and gas treatment equipment, including the medical air business. Through this business area, the Group is a leader in compressed-air products and solutions. The key customer categories are the manufacturing industry, the process industry and the construction industry, which represented approximately 37 per cent., 26 per cent. and 10 per cent., respectively, of the business area's total sales in 2011. The aftermarket products business, together with specialty rental, represented approximately 41 per cent. of the business area's total sales in 2011.

The Compressor Technique business area has its headquarters in Antwerp, Belgium, with principal product development and manufacturing facilities located in Belgium, China, Germany, India and the United States.

Organisation

The Compressor Technique business area is comprised of seven divisions, including: (i) the Industrial Air division, which is dedicated to small and medium sized oil-injected and oil-free stationary industrial compressors; (ii) the Oil-free Air division, which is dedicated to large oil-injected and oil-free air stationary industrial compressors; (iii) the Gas and Process division, which is dedicated to customised gas and process compressors and turbo expanders; (iv) the Quality Air division, which is dedicated to air and gas treatment equipment, including the medical air business; (v) the Specialty Rental division, which is dedicated to all specialty rental activities (primarily industry rentals); (vi) the Compressor Technique service division, which is dedicated to aftermarket service; and (vii) the Airtec division, which is dedicated to developing and manufacturing core compressor elements and parts for screw compressors, for the portable, oil-free and oil-injected compressors for other divisions.

Markets and competition

The following table sets forth the revenues generated by the Compressor Technique business area by geography, on a percentage basis, for each of the years ended 31 December 2009, 31 December 2010 and 31 December 2011:

	For the year ended 31 December		
	2009	2010	2011
		(% of revenues)	
Europe	40	35	35
North America	15	16	17
South America	7	8	8
Africa/Middle East	10	11	8
Asia/Australia	28	30	32
Total	100	100	100

The Group's management believes that the Compressor Technique business area has a leading market position globally in most of its operations. Its largest competitor in the market for industrial compressors and air treatment equipment is Ingersoll-Rand. Other competitors include Kaeser Kompressoren, Hitachi, Gardner-Denver, Cameron International, Sullair, Parker Hannifin, and regional and local competitors, such as Fusheng and Kaishan in China. In the market for gas and process compressors and expanders, the main competitors are Siemens and MAN Turbo.

The management of the Compressor Technique business area believe that the products manufactured by this business area compete in productivity and reliability, with the ability to provide cost-effective solutions for customers' compressed air needs on a worldwide basis. The management believe that this business area's competitive advantage also lies in its global presence, which allows it to be in close contact with the end-users of its products, its ability to manufacture compressors incorporating the five basic technologies of air compression, which are used in a wide spectrum of applications, and the business area also benefits from economies of scale that enable it to produce its products at a competitive cost.

The Compressor Technique business area strives to continuously provide its customers with cost effective solutions for their compressed air needs as well as more environmentally friendly products. The Compressor Technique business area's main research and development centre is based in Antwerp, Belgium, with additional research centres in China, Germany, India and the United States.

The Industrial Technique business area

The following table sets forth certain financial data regarding the Industrial Technique business area for each of the years ended 31 December 2009, 31 December 2010 and 31 December 2011:

	For the year ended 31 December		
	2009	2010	2011
		(SEK in millions)	
Revenues	5,392	6,472	7,821
Operating profit	253	1,262	1,767

The Industrial Technique business area provides industrial power tools, assembly systems, quality assurance products, software and services through a global network. The business area's key customers are the industrial manufacturing industry, which represented approximately 85 per cent. of the business area's total sales in 2011. The aftermarket

products business represented approximately 26 per cent. of the business area's total sales in 2011.

The motor vehicle industry, including sub-suppliers, is a key customer segment for the business area and the application served is primarily assembly operations. As the motor vehicle industry has been demanding more accurate fastening tools that minimise errors in production and enable recording and traceability of operations, the business area has developed advanced electric industrial tools and assembly systems that assist customers in achieving these goals.

In industry in general, industrial tools are used in a number of applications. The business area's key customers are in light assembly, general engineering, shipyards, foundries and among machine tool builders. The equipment supplied by the business area includes assembly tools, drills, percussive tools, grinders, hoists and trolleys and accessories. Air motors are also supplied separately for different applications in production facilities.

For vehicle service, including car and truck service and tire and body shops, the equipment supplied by the business area includes impact wrenches, percussive tools, drills, sanders and grinders.

There is also a growing demand for aftermarket products and services, e.g., maintenance contracts and calibration services that improve customers' productivity.

The Industrial Technique business area is headquartered in Stockholm, Sweden, with principal product development and manufacturing facilities located in France, Germany, Japan and Sweden.

Organisation

The Industrial Technique business area is comprised of four divisions, including: (i) the MVI Tools and Assembly Systems division, which is dedicated to pneumatic and industrial electric tools and assembly systems to the automotive industry; (ii) the General Industry Tools and Assembly Systems division, which is dedicated to pneumatic and industrial electric tools to all industries other than the automotive industry; (iii) the Chicago Pneumatic Tools division, which is a division within the Industrial Technique business area that markets assembly and removal tools, together with solutions across manufacturing, air, space and land transportation, light assembly, energy production, vehicle maintenance and general industries; and (iv) the Industrial Technique Service division, which is a new, dedicated service division, which seeks to exploit the growth trend in aftermarket service.

Markets and competition

The following table sets forth the Industrial Technique business area's revenues by geography, on a percentage basis, for each of the years ended 31 December 2009, 31 December 2010 and 31 December 2011:

	For the year ended 31 December		
	2009	2010	2011
		(% of revenues)	
Europe	54	47	47
North America	21	25	24
South America	5	5	7
Africa/Middle East	3	2	1
Asia/Australia	17	21	21
Total	100	100	100

The Group's management believes that the Industrial Technique business area has a leading market position globally in most of its operations. Its competitors in the industrial tools business include Apex Tool Group, Ingersoll-Rand, Stanley Black & Decker, Uryu Seisaku, Robert Bosch and several local and regional competitors. In the area of adhesive and sealant equipment, the primary competitors are Nordson and Graco.

The principal bases on which the Industrial Technique business area competes is equipment quality and productivity as well as improved ergonomic design. The management of the Industrial Technique business area believe that this business area's global presence and its reputation for quality and high-performance products give this business area a strong competitive advantage in its customer segments. Its research and development is primarily based in Sweden, France and Germany.

The Mining and Rock Excavation Technique business area

The following table sets forth certain financial data regarding the Mining and Rock Excavation Technique business area for each of the years ended 31 December 2009, 31 December 2010 and 31 December 2011:

	For the year ended 31 December		
	2009	2010	2011
		<i>(SEK in millions)</i>	
Revenues.....	20,202	22,520	29,356
Operating profit	3,591	4,919	7,196

The Mining and Rock Excavation Technique business area provides equipment for drilling and rock excavation, a complete range of related consumables and service through a global network. The Group's management believes that this business area is a leading supplier of underground rock drilling equipment, underground loading and haulage equipment, surface drilling equipment, rock drilling tools, exploration drilling and ground engineering equipment and mobile crushers and screeners.

The mining sector is a key customer segment. The applications include production and development work for both underground and open pit mines as well as mineral exploration. These customers demand rock drilling equipment, rock drilling tools, loading and haulage equipment, and exploration drilling equipment. The other key customer segment of the business area is construction, or civil engineering. General and civil engineering contractors, often involved in infrastructure projects like road building, tunnelling and dam construction, demand rock drilling equipment, rock drilling tools and mobile crushers. These key customer segments represented approximately 63 per cent. and 32 per cent., respectively, of the business area's total sales in 2011.

The business area primarily sells equipment directly to the end-user and the business area has a large aftermarket organisation offering service and spare parts. Mining companies and contractors are important customer groups for aftermarket products such as maintenance contracts, service and parts as well as consumables. The aftermarket products business, including sales of accessories, consumables, spare parts, maintenance and service contracts, together with rental of equipment, represented approximately 54 per cent of the business area's total sales in 2011.

The Mining and Rock Excavation Technique business area is headquartered in Stockholm, Sweden, with principal product development and manufacturing facilities located in Canada, China, India, Sweden and the United States.

Organisation

In July 2011, the divisions for road construction equipment and construction tools were transferred to the new Construction Technique business area. All other divisions formerly in the Construction and Mining Technique business area now constitute the Mining and Rock Excavation Technique business area. In addition, a dedicated service division has been created.

The Mining and Rock Excavation Technique business area currently consists of seven divisions as follows: (i) the Underground Rock Excavation division; tunnelling and mining equipment for various underground applications; (ii) the Surface Drilling division; rock drilling equipment for various applications in civil engineering, quarries and open pit mines; (iii) the Drilling Solutions division; drilling products for blasthole and deephole applications; (iv) the Rock Drilling Tools division; rock drilling tools including bits, hammers and rods; (v) the Exploration and Geotechnical Drilling division; exploration and ground engineering equipment; (v) the Mining and Rock Excavation Service division; dedicated to aftermarket service; and (vii) the Rocktec division; develops and manufactures rock drills and components, and provides services exclusively for the business area.

Markets and competition

The following table sets forth the Mining and Rock Excavation Technique business area's revenues by geography, on a percentage basis, for each of the years ended 31 December 2009, 31 December 2010 and 31 December 2011:

	For the year ended 31 December		
	2009	2010	2011
	<i>(% of revenues)</i>		
Europe	25	22	21
North America	20	21	22
South America	12	14	13
Africa/Middle East	17	15	16
Asia/Australia	26	28	28
Total	100	100	100

The principal competitor of the Mining and Rock Excavation Technique business area in most product areas is Sandvik. Other competitors include Furukawa, for underground and surface drilling equipment, Boart Longyear, for underground drilling equipment for mining, exploration drilling equipment and rock drilling tools, Joy Global, for open-pit mining equipment, and Caterpillar, for underground and open-pit mining equipment. In addition, there are several competitors operating locally, regionally and in certain niche areas.

This business area primarily competes on the basis of productivity and efficiency, while at the same time reducing environmental impact and increasing safety. In addition, the ability to provide complete product solutions, such as maintenance and training of customer personnel are also important competitive elements. The management of the Mining and Rock Excavation Technique business area believe that this business area's competitive advantages include the high quality and remote control features of its equipment as well as its broad product range which allows its sales companies worldwide to offer customers a wide and competitive package of products and services, including customer finance solutions.

The Mining and Rock Excavation Technique business area is continuously investing in product development in order to provide its customers with increasingly productive and cost efficient solutions. Research and development for rock drilling equipment and loading and haulage equipment is based within the business area's facilities in China, Sweden and the United States and it has invested approximately SEK 60 million in building a new research

and development centre in Nanjing, China to safeguard the Group's competitiveness in the Chinese market.

The Construction Technique business area

The following table sets forth certain financial data regarding the Construction Technique business area for each of the years ended 31 December 2009, 31 December 2010 and 31 December 2011:

	For the year ended 31 December		
	2009	2010	2011
		<i>(SEK in millions)</i>	
Revenues	9,627	11,485	12,918
Operating profit	395	1,218	1,460

The Construction Technique business area provides construction and demolition tools, portable compressors, pumps and generators, lighting towers, and compaction and paving equipment. It offers service through a global network. The business area's key customer group is the construction customer segment. General and civil engineering contractors, often involved in infrastructure projects like road building, other non-building activity and/or demolition work demand compaction and paving equipment and light construction tools, such as breakers and cutters. Diesel-driven portable compressors and generators are typically used as reliable power sources for machines and tools in the construction sector as well as for mining and numerous industrial applications. This key customer segment represented approximately 62 per cent. of the business area's total sales in 2011.

Contractors as well as rental companies are important customers for the business area's aftermarket products such as maintenance contracts, service and parts. The aftermarket business represented approximately 17 per cent. of the business area's total sales in 2011.

The Construction Technique business area is headquartered in Antwerp, Belgium until 30 June 2012, and in Shanghai, China, thereafter, and has principal manufacturing facilities located in Belgium, Brazil, China, India, Germany and Sweden.

Organisation

In July 2011, the divisions for road construction equipment and construction tools as well as portable compressors and generators merged to create the new Construction Technique business area. A dedicated service division was created as well as dedicated sales organisations in several countries, including the United States, Australia, Russia, China and South Africa.

Accordingly, the new structure consists of four divisions, which develop, market and service equipment in the following application areas: (i) the Portable Energy division, which is dedicated to portable compressors, pumps and generators and lighting towers; (ii) the Road Construction Equipment division, which is dedicated to compaction and paving equipment; (iii) the Construction Tools division, which is dedicated to construction and demolition tools; and (iv) the Construction Technique Service division, which is dedicated to aftermarket service.

Markets and competition

The following table sets forth the Construction Technique business area's revenues by geography, on a percentage basis, for each of the years ended 31 December 2009, 31 December 2010 and 31 December 2011:

	For the year ended 31 December		
	2009	2010	2011
		(% of revenues)	
Europe	40	37	39
North America	10	10	12
South America	12	15	13
Africa/Middle East	14	11	10
Asia/Australia	24	27	26
Total	100	100	100

The Group's management believes that the Construction Technique business area has a leading or strong market position globally in most of its operations. Its principal competitors in the market for portable compressors are Doosan Infracore, Kaeser Kompressoren and Sullair. Volvo, Caterpillar and Wirtgen are the principal competitors for road construction equipment and Sandvik, Furukawa and Wacker Neuson for construction tools. In addition, there are a large number of competitors operating locally, regionally and in certain niche areas, e.g., Sany and XCMG in the Chinese road construction equipment market.

The principal bases on which the Construction Technique business area competes is equipment productivity, reliability, serviceability and ergonomic design. The management of the Construction Technique business area believe that this business area's global presence and its reputation for quality and high-performance products give this business area a strong competitive advantage in its customer segments. Its research and development is primarily located in Belgium, China, Germany and Sweden.

Sales and marketing

The Group has its own customer centres in 86 countries to ensure closer relationships with end-users as well as markets and it sells its products through customer centres and distributors in over 170 countries. Its sales and service organisations are organised under customer centres, each of which are responsible for marketing, sales and service in its designated geographical area. The customer centres are organised to reflect the organisation within the four business areas. In addition, the majority of the Group's sales force are either qualified engineers or are otherwise well trained in the design, configuration, delivery, installation and service of its products.

The Group's customer centres are the primary vehicle for delivering parts and services to its customers. The Group uses distributors and agents in circumstances where these additional sales channels provide access to customers who would not, due to geographical or political constraints, be reached by the Group's customer centre personnel, or where it would not be cost effective for the customers to be served by one of the Group's customer centres.

While the Atlas Copco brand is the most important brand for the Group's revenue, the Group markets its products worldwide through more than 30 brands. In order to satisfy its customers' specific needs, the Group has a brand portfolio strategy in which its products are differentiated through various brands, with each brand focusing on a well-defined market segment and marketed through different distribution channels.

Safety, health and environmental management

The Group's operations are subject to various local laws of the countries in which it operates. The Group conducts operations requiring permits under Swedish environmental regulations in seven Swedish companies, which account for approximately 20 per cent. of the Group's manufacturing. These operations mostly involve machining and assembly of components, and the permits relate to areas such as emissions of water and air as well as noise pollution. During 2011, one permit has been revised and one permit is under revision and the Group has been granted all permits needed to conduct its business. No penalties relating to environmental permits have been imposed during 2011.

In addition, the Group has a global Safety, Health and Environmental (SHE) policy, which aims to offer a safe and healthy working environment in all its operations, for all stakeholders. By the end of 2011, 55 per cent. of the Group's employees worked in a company with a SHE policy compliant management system. The SHE policy has also established specified safety, health and environmental goals with an internal target for all product companies and major customer centres to eventually be certified in accordance with the international standards ISO 14001 and OHSAS 18001. As at 31 December 2011, the product companies with ISO 14001 and OHSAS 18001 certification represented 95 per cent. and 67 per cent. of cost of sales, respectively.

The Group focuses on developing products and solutions to reduce energy consumption. Safety, health and environmental as well as ergonomic aspects have been integrated into the Group's product development process for many years. Compressors, construction and mining equipment and industrial tools are designed and manufactured to be increasingly more energy efficient, safe and ergonomic.

The Group also seeks to decrease its environmental impact in terms of energy and water consumption, waste and carbon dioxide emissions. However, in 2011, water consumption increased both in absolute and relative numbers. The carbon dioxide emissions from product companies increased in absolute terms and in relative terms.

Product safety and quality

As the Group's products are used in various industries that are subject to a number of regulations and industry standards, the Group seeks to take such regulations and standards into account at both the design and manufacturing stages of its products in order to ensure compliance with the applicable regulations and standards. The Group's engineers and technicians are trained to follow the design specifications and best practices in the markets in which they operate. As part of the quality management system, the Group also monitors its engineering processes through internal audits. For its product quality assessments, the Group conducts regular periodic tests to confirm the quality of its products, in particular it monitors products which will be subject to significant usage and stress.

Suppliers

The Group outsources the production of many of the non-core components included in its products. The principal components purchased from outside suppliers, such as engines and electrical systems, are available from a number of suppliers and the executive management of the Issuer believe that available sources of supply will generally be sufficient for the Group's needs for the foreseeable future. In addition to purchasing components, the Group also purchases certain raw materials for their products from various suppliers. The executive management of the Issuer also believe that it could replace any of the Group's existing suppliers if it were to lose its ability to purchase components or raw material products from such suppliers.

In 2011, the Group purchased supplies from multiple suppliers worldwide. Supply contracts are usually negotiated on a 6 to 12 month basis and the use of consignment stock, or stock that is owned by the supplier until used in production, is more frequently being used with core suppliers as a way to free up working capital.

Employees

As of 31 December 2011, the Group had 37,579 employees worldwide. In 2011, the Group's acquisitions brought 816 new employees to the Group and divestments reduced the number of employees by 45. The Group's average number of employees in 2011 was 35,131 as compared to an average of 31,214 employees in 2010 and an average of 31,085 employees in 2009. The average number of employees for a given year is calculated by averaging the number of employees at the end of each month of such year. The average number of employees by business area and by region during 2010 and 2011 were as follows:

	Year		% of Group
	2010	2011	2011
<i>Personnel by business area⁽¹⁾</i>			
Compressor Technique	12,832	14,187	40.4
Industrial Technique	3,024	3,562	10.1
Mining and Rock Excavation Technique	9,079	10,725	30.5
Construction Technique	5,160	5,339	15.2
Common group functions	1,119	1,318	3.8
Total	31,214	35,131	100

(1) Prior to July 2011, the Group had three business areas: Compressor Technique, Construction and Mining Technique and Industrial Technique.

	Year		% of Group
	2010	2011	2011
<i>Personnel by Region</i>			
Sweden	3,890	4,353	12.4
Outside Sweden	27,324	30,778	87.6
Total	31,214	35,131	100

In Europe, many of the Group's employees are members of the labour unions in their respective countries. Its employees in North America are not generally part of any labour unions. The executive management of the Issuer considers the Group's relationships with its employees and their labour unions to be good and it has not experienced or been subject to any material work stoppage, slowdown or collective employee action.

Regulation

The Group operates in an industry which is subject to comprehensive regulation and governmental supervision. Consequently, the Group must obtain licenses, permits and other approvals to operate its manufacturing facilities in the countries in which they are located. Furthermore, the manufacturing of the Group's products is subject to various environmental, health, safety and legal requirements. Violations of these laws or regulations, or failure to comply with licenses, permits or other approvals, could result in fines, injunctions, including orders to cease the violating operations, or other penalties. The executive management of the Issuer believe that the Group is currently in compliance in all material respects with the laws and regulations governing the Group's operations.

Legal proceedings

The Group is involved in various lawsuits in the ordinary course of business. These lawsuits primarily involve claims for damages arising out of the use of the Group's products. The

Group is also involved in litigation and administrative proceedings relating to other matters, such as tax claims by governmental agencies in various countries. The Group actively participates in the defence of all of the lawsuits in which it is a defendant and calculates its exposure to litigation on an ongoing basis. The Group maintains Groupwide liability insurance policies which cover, subject to certain deductibles, both product liability and general commercial liability, in amounts that the executive management of the Issuer believe are adequate to cover its potential liability relating to its present risk exposure from legal proceedings. It also has the benefit of a number of indemnification agreements regarding certain losses, including product liability claims, arising from suits brought against companies acquired by the Group.

Intellectual property

The Group's intellectual property rights include its trademarks for the various brand names it uses, in particular its Atlas Copco name and logo. The Group uses each of these trademarks to promote, identify and position its products and services and, accordingly, it has registered most of them in countries in which it currently operates. While the executive management of the Issuer considers that in aggregate the Group's patents and licenses are valuable and important for its business operations, it does not believe that the Group is materially dependent on its patents or licenses in any of its business areas.

Recent developments

In 2011, the Issuer modified its business area structure to strengthen the focus on specific product and customer segments. As of 1 July 2011, the Group has four business areas instead of three.

In 2011, the Issuer invested approximately SEK 60 million to build a new research and development centre in Nanjing, China, to support the Mining and Rock Excavation Technique business area. The Issuer also continued with the multi-year investment plan totalling approximately SEK 450 million to expand production capacity of rock drilling tools in Fagersta, Sweden, in order to meet the demand from the mining and construction industries. Compressor manufacturing will be complemented by two new manufacturing facilities to be built in Wuxi, China, and near Pune, India, during 2012, representing investments of SEK 150 million and SEK 160 million, respectively.

In addition to the Group's continuous organic growth, it also concluded nine acquisitions and one divestment in 2011, and in January 2012, four more acquisitions were completed. The Group's acquisitions are integrated into the existing business structure.

On 7 March 2011, the Group acquired J.C. Carter, a U.S. producer of cryogenic submerged motor pumps, with annual revenues of approximately SEK 175 million and about 70 employees, and on 15 July 2011, the Group acquired GESAN S.A., a manufacturer of diesel and petrol generators based in Spain, with annual revenues of approximately SEK 510 million and about 160 employees.

On 17 August 2011, the Group acquired Penlon's Medical Gas Solutions business, based in the United Kingdom, with annual revenues of approximately SEK 120 million and about 100 employees and on 1 November 2011, the Issuer acquired Kalibrierdienst Stenger, a small German company specialising in calibration and measuring instruments for industrial tools.

On 7 October 2011, the Issuer (i) announced the completion of the acquisition of German adhesive equipment manufacturer SCA Schucker, a company with annual revenues of approximately SEK 600 million and about 280 employees, and (ii) announced the divestment of Atlas Copco MAI GmbH's self drilling anchors business to Minova. The divested

business, based in Austria, has annual revenues of approximately SEK 100 million, and about 45 employees.

On 21 November 2011, the Issuer completed the acquisition of Seti-Tec, S.A.S., a French manufacturer of advanced drilling equipment and solutions for the aerospace industry with annual revenues of approximately SEK 40 million and 14 employees.

The Issuer also acquired distributors in the United States and Spain.

In January 2012, the Group completed four acquisitions. On January 4, the Group acquired Houston Service Industries, Inc., a U.S. manufacturer of low-pressure blowers and vacuum pumps, with annual revenues of approximately SEK 240 million and 123 employees. On January 12, the acquisition of Perfora S.p.A. was completed. Perfora is an Italian company that manufactures and sells drilling and cutting equipment for the dimension stone industry, with annual revenues of approximately SEK 90 million and 43 employees, and on 31 January 2012, the Group completed the acquisition of the underground business of GIA Industri AB, a Sweden-based manufacturer of electric mine trucks, utility vehicles and equipment for continuous loading for mining and tunnelling applications, with annual revenues of approximately SEK 230 million and 113 employees. The Issuer also took over the sales of drilling equipment and related services from the previous distributor in Colombia.

In January 2011, the Group initiated negotiations with unions regarding a plan to relocate production of light compaction equipment from Ljungby, Sweden to Rousse, Bulgaria. The factory in Ljungby was closed at the end of 2011. In November 2011, the Group entered into an agreement with Infosys Limited to handle parts of its financial processes, such as accounts reporting and processing of supplier invoices. The project is estimated to affect approximately 230 positions within the Group, and of these Infosys Limited will offer employment to around 70 staff to work in the Czech Republic.

During 2011, the Group acquired a further 11.3 per cent. interest in its Indian subsidiary Atlas Copco (India) Ltd. for SEK 991 million and it delisted it from Indian exchanges in the second quarter of 2011. The Group owned 95.1 per cent. of the shares of Atlas Copco (India) Ltd. as at 31 December 2011.

The board of directors

The Issuer's board of directors consists of nine elected members, including the president and chief executive officer. The board of directors also has two additional members appointed by the labour unions. In addition to the president and chief executive officer and the union representatives, three of the members on the board of directors are not independent; two of them are members of the board of directors and one is employed by Investor AB, Sweden, which controls the greatest number of votes among the Issuer's owners.

Under the Swedish Companies Act, the board of directors has ultimate responsibility for the organisation and the executive management of the Issuer. All directors, other than the union appointees, are elected by resolution of a general meeting of shareholders.

The current board members' names, their age, the year of their respective initial election, their position and their independence is set out in the table below. In addition, the table below sets out their respective holdings of shares in the Issuer as at 31 December 2011.

Name	Born	Member since	Position/Title	Independent	Class A shares held as at 31 December 2011	Class B shares held as at 31 December 2011
Sune Carlsson	1941	1997	Chairman of the Board	No	20,000	34,284
Jacob Wallenberg.....	1956	1998	Vice Chairman of the Board	No	163,000	
Ronnie Leten.....	1956	2009	President and CEO	No	19,166	12,000
Ulla Litzén.....	1956	1999	Board Member	Yes	75,800	3,000
Anders Ullberg	1946	2003	Board Member	Yes	14,000	10,000
Staffan Bohman	1949	2003	Board Member	Yes	10,000	30,000
Margareth Øvrum	1958	2008	Board Member	Yes		
Johan Forssell	1971	2008	Board Member	No		2,000
Gunilla Nordström...	1959	2010	Board Member	Yes		
Bengt Lindgren	1957	1990	Employee Representative			
Mikael Bergstedt	1960	2007	Employee Representative			

The business address of each of the directors is Atlas Copco AB, SE-105 23 Stockholm, Sweden.

Sune Carlsson obtained an M.Sc. in Mechanical Engineering from Chalmers University of Technology in Gothenburg, Sweden. He is a member of the board of directors of the investment company Investor AB in Sweden and vice chair of Scania AB in Sweden. He was previously president and CEO of AB SKF in Sweden, and executive vice president of ASEA AB in Sweden, and ABB Ltd. in Switzerland.

Jacob Wallenberg obtained a B.Sc. in Economics and MBA from Wharton School, University of Pennsylvania in the United States. He is the chairman of the board of directors of the investment company Investor AB in Sweden, the vice chair of the commercial bank SEB AB, the airline SAS AB and the telecom equipment company LM Ericsson AB, all in Sweden. He is a board member of the power and automation company ABB Ltd. in Switzerland, The Coca-Cola Company in the United States, the non-profit Knut and Alice Wallenberg Foundation in Sweden, and the Stockholm School of Economics in Sweden. He was previously chair of SEB AB, president and CEO of SEB AB, executive vice president and head of Enskilda Division, SEB AB, advisor to the president and CEO of SEB AB and executive vice president and CFO of Investor AB, all based in Sweden.

Ronnie Leten obtained an M. Sc. in Applied Economics from the University of Hasselt in Belgium. He has held various positions at the food company General Biscuits, plant manager in Monroe Tenneco, a sub-supplier to the motor vehicle industry, business development manager for Atlas Copco Compressor Technique, president of the Atlas Copco Airtec division, president of the Atlas Copco Industrial Air division, and business area president for Atlas Copco Compressor Technique, all based in Belgium.

Ulla Litzén obtained an M.Sc. in Economics and Business Administration from Stockholm School of Economics in Sweden and an MBA from Massachusetts Institute of Technology in the United States. She is a member of the board of directors of bearing manufacturer SKF AB, the mining company Boliden AB, the industrial company Alfa Laval AB, the construction company NCC AB and outdoor equipment company Husqvarna AB, all based in Sweden. She was previously president of W Capital Management AB, Sweden, and managing director and member of the management group, Investor AB, Sweden.

Anders Ullberg obtained an M.Sc. in Economics and Business Administration from Stockholm School of Economics in Sweden. He is chair of the board of the steel wholesaler BE Group AB, the mining company Boliden AB, the publishing company Natur & Kultur, and the technical services company Studsvik AB. He is also a member of the board of the aluminium profile company Sapa AB, the investment company Beijer Alma, and the roll manufacturer Åkers AB. He is also chair of the Swedish Financial Reporting Board and a

member of the Swedish Corporate Governance Board, all based in Sweden. He was previously vice president corporate control Swedyards (Celsius Group), executive vice president and CFO, SSAB, Swedish Steel and president and CEO of SSAB Swedish Steel, all based in Sweden.

Staffan Bohman obtained an M.Sc. in Economics and Business Administration from Stockholm School of Economics in Sweden and Stanford Executive Program in the United States. He is a member of the board of the holding company Inter-IKEA Holding N.V. in the Netherlands, the private equity company Ratos AB in Sweden, the mining company Boliden AB in Sweden, the lift manufacturer Cibes Lift AB in Sweden, and the component manufacturer OSM AB in Sweden. He is also chair of the hospital- and social welfare organization Ersta Diakoni in Sweden, vice chair of the board of trustees of SNS in Sweden. He was previously CEO of Sapa AB, Gränges AB and DeLaval AB, all based in Sweden.

Margareth Øvrum obtained an M.Sc. in Technical Physics from the Norwegian University of Science and Technology. She is a member of the Board of the private equity company Ratos AB in Sweden. She is executive vice president for the Technology & New Energy business area in Statoil and has held leading positions within technology, projects, production, maintenance, health/safety/environment, and procurement in Statoil, all based in Norway.

Johan Forssell obtained an M.Sc. in Economics and Business Administration from Stockholm School of Economics in Sweden. He is a board member of the defense and security company Saab AB and a member of the management team of investment company Investor AB, Sweden. He has also held positions as head of research, head of capital goods and healthcare sector, head of capital goods sector and analyst core holdings in Investor AB.

Gunilla Nordström obtained an M.Sc. in Electronics, Industrial Marketing Management, from Linköping University. She is president and CEO of Electrolux Major Appliances Asia/Pacific, based in Singapore, and executive vice president of Electrolux AB. She has also held senior management positions with telecom equipment company LM Ericsson and Sony Ericsson in Europe, Latin America and Asia.

Bengt Lindgren is the chairman of IF Metall's local union branch at Atlas Copco Secoroc AB in Fagersta, Sweden.

Mikael Bergstedt is the chair of union PTK, Atlas Copco Tools AB in Tierp, Sweden.

Honorary Chair

Dr. Peter Wallenberg, was awarded Economics Dr. h.c. and Dr. of Laws h.c. and obtained a Bachelor of Laws from University of Stockholm, Sweden. He is honorary chair of the board of the investment company Investor AB in Sweden and chair of the board of the nonprofit Knut and Alice Wallenberg Foundation in Sweden. He has held various positions with the Group from 1953 to 1974 and was chair of the board of the Issuer from 1974 to 1996.

There are no potential conflicts of interest between any duties of each of the members of the board of directors to the Issuer and their private interests and/or other duties.

Executive management

The current members of the Issuer's executive management team, their age, the year of their hire date and their position is set out in the table below. In addition, the table below sets out their respective holdings of shares in the Issuer as at 31 December 2011.

Name	Born	Employee since	Position/Title	Class A shares held as at 31 December 2011	Class B shares held as at 31 December 2011
Ronnie Leten	1956	1997	President and CEO	19,166	12,000
Stephan Kuhn	1962	2009	Senior Executive Vice President and Business Area President Compressor Technique	5,731	
Mats Rahmström ..	1965	1988	Senior Executive Vice President and Business Area President for Industrial Technique	4,640	
Robert Fassl	1962	1982	Senior Executive Vice President and Business Area President for Mining and Rock Excavation Technique	5,151	
Nico Delvaux	1966	1991	Senior Executive Vice President and Business Area President for Construction Technique	1,966	
Hans Ola Meyer....	1955	1991	Senior Vice President Controlling and Finance	5,286	24,781
Jeanette Livijn	1963	1987	Senior Vice President Organisational Development and Human Resources	2,329	
Håkan Osvald	1954	1985	Senior Vice President General Counsel		2,600
Annika Berglund...	1954	1979	Senior Vice President Corporate Communications	10,467	5,900

The business address of each of the executive management is Atlas Copco AB, SE-105 23 Stockholm, Sweden.

Ronnie Leten assumed his position as President and CEO on 1 June 2009. He earned his M.Sc. in Applied Economics from the University of Hasselt in Belgium in 1979. Before joining Atlas Copco in 1985, he worked for the food producer General Biscuits in Belgium in various positions. From 1985 to 1995, he held several management positions in Atlas Copco Compressor Technique in information technology, logistics, and manufacturing. Between 1995 and 1997, he was Plant Manager in Monroe Tenneco in Belgium, a sub-supplier to the motor vehicle industry. He returned to Atlas Copco in 1997 as Business Development Manager for Compressor Technique. In 1999, he became President of the Airtec division, in 2001, President of the Industrial Air division and in 2006, Business Area President for Compressor Technique, all based in Belgium.

Stephan Kuhn, Senior Executive Vice President for Atlas Copco AB and Business Area President for Compressor Technique as from June 2009. He holds an M.Sc. in Business Administration from Bentley College in Waltham in the United States. Stephan Kuhn started his career at Atlas Copco in 1995 as manager of an electric tools joint venture in China, and later held General Manager positions in Belgium and Germany. He was President of the Surface Drilling Equipment division within the former Construction and Mining Technique business area until 2008, when he took a position outside the Group for a short period of time.

Mats Rahmström, Senior Executive Vice President for Atlas Copco AB and Business Area President for Industrial Technique, earned his MBA in 2005 from the Henley Management College in the United Kingdom. He joined Atlas Copco in 1988 and has held positions in sales, service, marketing and general management within the Industrial Technique business area. Between 1998 and 2006 he held the position as the General Manager for customer

centers in Sweden, Canada, and Great Britain. Between 2006 and 2008 he was President of the Atlas Copco Tools and Assembly Systems General Industry division within Industrial Technique. He held his current position as from June 2008.

Robert Fassel, Senior Executive Vice President for Atlas Copco AB and Business Area President for Mining and Rock Excavation Technique, joined Atlas Copco in 1982. From 1982 to 1998 he held several management positions in Atlas Copco Construction and Mining Technique business area in finance, service, logistics, purchasing and manufacturing. Between 1998 and 1999, he was General Manager in Atlas Copco Kango in the United Kingdom, a product company in the Atlas Copco Group. From 1999 to 2004, he was General Manager for Atlas Copco Exploration Products and from 2004 to 2011 he served as Divisional President for Atlas Copco Drilling Solutions. The positions have been stationed in Canada, Sweden, Great Britain and United States. He was appointed to his current position on 1 July 2011.

Nico Delvaux, Senior Executive Vice President for Atlas Copco AB and Business Area President for Construction Technique, has an M.Sc. in Electromechanics from the University of Brussels and an MBA from the Handelshogeschool in Antwerp, Belgium. He started his career with Atlas Copco in 1991 and has had positions in sales, marketing, service, acquisition-integration management and general management, in markets including Benelux, Italy, Canada and the United States. Between 2008 and 2011 he was President of the Compressor Technique Service division. He held his current position as from October 1, 2011.

Hans Ola Meyer, Senior Vice President, Controlling and Finance, and Chief Financial Officer, earned his M.Sc. in Economics and Business Administration from the Stockholm School of Economics in Stockholm in Sweden, in 1977. He was employed by Atlas Copco in 1978 to work with Group accounting and controlling. Later he moved to Ecuador as Financial Manager. Between 1984 and 1991, he held various positions at the broker Penningmarknadsmäklarna, Sweden. He returned to Atlas Copco in 1991 as Financial Manager in Spain and in 1993 he became Senior Vice President, Finance, for Atlas Copco AB and a member of Group Management. Hans Ola Meyer has held his current position since 1999. He is also a member of The Swedish Financial Reporting Board and member of the Board of Trustees for The Bank of Sweden Tercentenary Foundation.

Jeanette Livijn, Senior Vice President Organizational Development and Human Resources, earned her M. Sc. in Business Administration from Växjö högskola in 1987 and joined Atlas Copco later the same year. She started to work in the field of financial and business controlling and held various positions in this function for the Construction and Mining Technique business area as well as for the Industrial Technique business area, working in a customer center, product companies, and divisions. Since 1997 she has held managerial positions within human resource management. Before she took up this present position she was Vice President Human Resources for the Industrial Technique business area. She has held her current position and is a member of Group Management since 2007.

Håkan Osvald, Senior Vice President and Counsel, earned his Master of Law from Uppsala University in Sweden. In 1980, he became an Assistant Judge at Lindesberg's District Court and was later employed at Clemens & Wallén law firm in Stockholm. He joined Atlas Copco AB in Sweden in 1985 as Legal Counsel and relocated in 1989 to Atlas Copco in the United States as General Counsel for Atlas Copco North America Inc. and Chicago Pneumatic Tool Company. In 1991, he was appointed Vice President Deputy General Counsel for the Atlas Copco Group, with a special responsibility for acquisitions. He was promoted to General Counsel Operations in 2010 and as of January 2012 is Senior Vice President General

Counsel, Secretary of the Board of Directors for Atlas Copco AB and a member of Group Management. He also serves as Chair of ICC Sweden, in the Competition reference group.

Annika Berglund, Senior Vice President Corporate Communications, earned her M.Sc. in Economics and Business Administration from Stockholm School of Economics, Sweden, in 1980 and her MBA from the University of Antwerp, Belgium, in 1995. She began her career in marketing analysis and market research with Atlas Copco in 1979. Since then, she has held a number of positions in the Group related to marketing, sales, and business controlling in Europe. Prior to her current position, which she assumed in 1997, she was Marketing Manager for the electronic company Atlas Copco Controls (Danaher Motion), Sweden. She has been a member of Group Management since 1997.

There are no potential conflicts of interest between any duties of each of the members of the executive management to the Issuer and their private interests and/or other duties.

Committees of the board of directors

Audit committee

The work of the audit committee is directed by the audit committee charter, adopted by the board of directors in 2003 and revised in 2005. The committee's primary task is to support the board of directors to fulfil its responsibilities in the areas of audit and internal control, accounting and financial reporting.

The current members of the audit committee are Ulla Litzén (chairman), Sune Carlsson, Staffan Bohman and Johan Forssell.

Remuneration committee

The board of directors established a remuneration committee in 1999. This committee is responsible for preparing matters concerning remuneration and other employment benefits for the management and key officers of the Group for final resolution by the board of directors. The remuneration committee also participates in the preparation of proposals for the adoption of any share based or option based incentive programs within the Group.

The remuneration policy is assessed every year and was presented and approved at the 2011 annual general meeting held on 20 April 2011.

The current members of the remuneration committee are Sune Carlsson (chairman), Jacob Wallenberg and Anders Ullberg.

Nomination committee

The nomination committee is a shareholders' committee responsible for nominating persons to be appointed to the board of directors at the annual general meeting. This committee makes recommendations for the chairman and other members of the board of directors regarding the allocation of remuneration among them and the allocation of remuneration in respect of committee work. It submits proposals regarding the chairman for the annual general meeting, board members, the chairman and vice chairman of the board of directors, as well as fulfilling all other tasks that according to the Swedish Code of Corporate Governance are allocated to the nomination committee. Such recommendations are presented at the annual general meeting.

The four largest shareholders who, together with the Chairman of the Board, Sune Carlsson, will form the nomination committee for the Annual General Meeting 2012 are the following: Petra Hedengran (chair), Investor AB, Ramsay Brufer, Alecta Pensionsförsäkring, mutual, Jan Andersson, Swedbank Robur and Frank Larsson, Handelsbanken Fonder.

Principal shareholders

The Issuer's authorised and issued share capital is SEK 786,008,190, which consists of 1,229,613,104 shares of which 839,394,096 are A shares and 390,219,008 are B shares. Each A share carries one vote and each B share carries one-tenth of a vote. The Issuer's largest shareholder is Investor AB, which holds approximately 22 per cent. of the voting rights. To avoid any abuse of such control and to protect the minority shareholders, there are five independent members on the board of directors. In addition, under the Swedish Companies Act there are several provisions which protect minority shareholders such as the possibility to block resolutions (made in relation to the amendment of the articles of association, a decrease of the registered share capital, mergers and the issue of new shares) and a general provision which entitles shareholders to challenge the resolutions adopted by the board of directors if the resolution does not support the main principle that all shareholders should be treated equally. The A shares rank *pari passu* with the B shares with regard to rights of participation in the Issuer's assets and profits.

The following table sets forth, as at 31 December 2011, the 10 largest shareholders (by voting rights) of the Issuer that are registered directly or as a group with Euroclear Sweden, the Swedish central depository, the number of shares held by each such shareholder and the percentage of votes and percentage of capital represented by each shareholder.

Identity of person or group	Number of shares owned	Percentage of votes	Percentage of capital
Investor AB.....	206,895,611	22.3	16.8
Swedbank Robur.....	46,126,555	2.6	3.8
Alecta.....	34,143,000	1.7	2.8
Handelsbanken	19,355,987	1.5	1.6
SEB Invest.....	16,465,143	1.1	1.3
Folksam	19,297,679	1.1	1.6
AP 4.....	12,373,276	0.9	1.0
AP 1.....	14,199,802	0.8	1.2
AP 2.....	10,222,639	0.8	0.8
AMF.....	26,435,000	0.6	2.1
Others	824,098,412	66.5	67
Total	1,229,613,104	100	100
<i>-of which held by the Issuer</i>	17,999,076	1.9	1.5
Total, net of shares held by the Issuer	1,211,614,028		

As at 31 December 2011, the members of the board and the executive management, together, held a total of 492,375 shares in the Issuer which represented 0.04 per cent. of the votes and 0.04 per cent. of the share capital of the Issuer. In addition, the members of the board and the executive management, together, held 1,476,184 options in the Issuer.

Related party transactions

The Group has related party relationships with the Company's largest shareholder, its associates and with its Board members and Group Management. The Company's largest shareholder, the Investor Group, controls approximately 22 per cent. of the voting rights in Atlas Copco.

The Group has not had any transactions with the Investor Group during the year other than dividends declared and has no outstanding balances with the Investor Group. The Investor Group has controlling or significant influence in companies which Atlas Copco may have transactions within the normal course of business. Any such transactions are made on commercial terms.

The Group sold various products and purchased goods through certain associated companies on terms generally similar to those prevailing with unrelated parties.

Additional detail regarding the Group's transactions with related parties is set out in note 28 (*Related Parties*) of the Group's financial statements.

TAXATION

The following is a general description of certain EU and Swedish tax considerations relating to the Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes, whether in those countries or elsewhere. Prospective purchasers of Notes should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of Notes and receiving payments of interest, principal and/or other amounts under the Notes and the consequences of such actions under the tax laws of those countries. This summary is based upon the law as in effect on the date of this Base Prospectus and is subject to any change in law that may take effect after such date.

EU Savings Tax Directive

Under EC Council Directive 2003/48/EC on the taxation of savings income, each Member State is required to provide to the tax authorities of another Member State details of payments of interest or other similar income (similar income for these purposes includes any discount element on the issue of the Notes or any premium payable on redemption) paid by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in that other Member State. However, for a transitional period, Austria and Luxembourg are instead required (unless during such period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transition period being dependent upon the conclusion of certain other agreements relating to information exchange within certain other countries).

A number of non-EU countries and territories including Switzerland have adopted similar measures a withholding system in the case of Switzerland.

The European Commission has proposed certain amendments to the Directive, which may, if implemented, amend or broaden the scope of the requirements described above. Investors who are in any doubt as to their position should consult their professional advisers.

Swedish Taxation

The following summary outlines certain Swedish tax consequences relating to Noteholders that, unless otherwise stated, are not considered to be tax resident for Swedish tax purposes. The summary is based on the laws of the Kingdom of Sweden as currently in effect and is intended to provide general information only. The summary does not address the rules regarding obligations for, among others, payers of interest. Investors should consult their professional tax advisors regarding the Swedish tax and other tax consequences (including the applicability and effect of double taxation treaties) of acquiring, owning and disposing of Notes in their particular circumstances.

Holders not resident in Sweden

Payments of any principal amount or any amount that is considered to be interest for Swedish tax purposes to the holder of any Notes should not be subject to Swedish income or other tax, provided that such holder is not resident in Sweden for Swedish tax purposes and provided that such holder does not have a permanent establishment in Sweden to which any Notes are effectively connected.

For Noteholders that are private individuals or corporations that are not resident in Sweden, the Issuer will not have an obligation to withhold any interest payable under any Notes. This is because Swedish withholding tax, or Swedish tax deduction is not imposed on payments of any principal amount or any amount that is considered to be interest for Swedish tax purposes to a holder, except for payments of interest to a private individual (or an estate of a deceased individual) with residence in Sweden for Swedish tax purposes.

Capital gains on disposal of Notes will not be subject to Swedish income or other tax provided that the holder is not tax resident in Sweden and provided that the holder does not have a permanent establishment in Sweden to which any Notes are effectively connected.

For private individuals (and estates of deceased individuals), the Issuer is obliged to file an Annual Statement of Income and Tax Deductions (*Sw: kontrolluppgift*) to the Swedish tax agency. Additionally, if the Issuer makes a total payment exceeding SEK 150,000 to the holder of any Notes, the Swedish bank or financial institution transferring the amount will have an obligation to notify the Swedish tax agency about the amount transferred.

Holders resident in Sweden

Generally, for Swedish corporations and private individuals (and estates of deceased individuals) with residence in Sweden for Swedish tax purposes, all capital income (e.g. income that is considered to be interest for Swedish tax purposes and capital gains on Notes) will be taxable. Specific tax consequences, however, may be applicable to certain categories of corporations, such as investment companies and life insurance companies.

For resident private individuals (and estates of deceased individuals), the Issuer will have an obligation to withhold tax on the interest paid to the holder of any Notes. The Issuer is obliged to file an Annual Statement of Income and Tax Deductions to the Swedish tax agency.

SUBSCRIPTION AND SALE

Notes may be sold from time to time by the Issuer to any one or more of BNP Paribas, Citigroup Global Markets Limited, Crédit Agricole Corporate and Investment Bank, Danske Bank A/S, Deutsche Bank AG, London Branch, HSBC Bank plc, Nordea Bank Danmark A/S, Skandinaviska Enskilda Banken AB (publ) and Svenska Handelsbanken AB (publ) (the “Dealers”). The arrangements under which Notes may from time to time be agreed to be sold by the Issuer to, and purchased by, Dealers are set out in a Dealer Agreement dated 7 March 2012 (the “Dealer Agreement”) and made between the Issuer and the Dealers. Any such agreement will, *inter alia*, make provision for the form and terms and conditions of the relevant Notes, the price at which such Notes will be purchased by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such purchase. The Dealer Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Notes.

United States of America: *Regulation S Category 2; TEFRA D or TEFRA C as specified in the relevant Final Terms or neither if TEFRA is specified as not applicable in the relevant Final Terms.*

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the United States Internal Revenue Code and regulations thereunder.

Each Dealer has agreed that, except as permitted by the Dealer Agreement, it will not offer, sell or deliver Notes, (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of the Notes comprising the relevant Tranche, as certified to the Fiscal Agent or the Issuer by such Dealer (or, in the case of a sale of a Tranche of Notes to or through more than one Dealer, by each of such Dealers as to the Notes of such Tranche purchased by or through it, in which case the Fiscal Agent or the Issuer shall notify each such Dealer when all such Dealers have so certified) within the United States or to, or for the account or benefit of, U.S. persons, and such Dealer will have sent to each dealer to which it sells Notes during the distribution compliance period relating thereto a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the commencement of the offering of Notes comprising any Tranche, any offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

United Kingdom

Each Dealer has represented, warranted and agreed that:

No deposit-taking: in relation to any Notes having a maturity of less than one year:

- (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and:

- (ii) it has not offered or sold and will not offer or sell any Notes other than to persons:
 - (A) whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses; or
 - (B) who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or as agent) for the purposes of their businesses,where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;
- (e) **Financial promotion:** it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (f) **General compliance:** it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Kingdom of Sweden

Each Dealer has represented, warranted and agreed that it will not, directly or indirectly, offer for subscription or purchase or issue invitations to subscribe for or buy Notes or distribute any draft or definite document in relation to any such offer, invitation or sale in the Kingdom of Sweden except in circumstances that will not result in a requirement to prepare a prospectus pursuant to the provisions of the Swedish Financial Instruments Trading Act (lag 1991:980), *om Handel med finansiella instrument*.

General

Each Dealer has represented, warranted and agreed that so far as it is aware, it has complied and will comply to the best of its knowledge with all applicable laws and regulations in each country or jurisdiction in or from which it purchases, offers, sells or delivers Notes or possesses, distributes or publishes this Base Prospectus or any Final Terms or any related offering material, in all cases at its own expense. Other persons into whose hands this Base Prospectus or any Final Terms comes are required by the Issuer and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Notes or possess, distribute or publish this Base Prospectus or any Final Terms or any related offering material, in all cases at their own expense.

The Dealer Agreement provides that the Dealers shall not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions shall, as a result of change(s) or change(s) in official interpretation, after the date hereof, of applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealers described in the paragraph above.

Selling restrictions may be supplemented or modified with the agreement of the Issuer. Any such supplement or modification may be set out in the relevant Final Terms (in the case of a supplement or modification relevant only to a particular Tranche of Notes) or in a supplement to this Base Prospectus.

GENERAL INFORMATION

Authorisation

1. The establishment of the Programme was authorised by a resolution of the Board of Directors of the Issuer passed on 26 April 2007. The Issuer has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of the Notes.

Legal and Arbitration Proceedings

2. There are no governmental, legal or arbitration proceedings, (including any such proceedings which are pending or threatened, of which the Issuer is aware), which may have, or have had during the 12 months prior to the date of this Base Prospectus, a significant effect on the financial position or profitability of the Issuer and its Subsidiaries.

Significant/Material Change

3. Since 31 December 2010 there has been no material adverse change in the prospects of the Issuer or the Issuer and its Subsidiaries and, since 31 December 2011, there has been no significant change in the financial or trading position of the Issuer or the Issuer and its Subsidiaries.

Auditors

4. The consolidated financial statements of the Issuer have been audited without qualification for the year ended 31 December 2009 by KPMG Bohlins AB, Tegelbacken 4A, PO Box 16106, SE-103 23 Stockholm, Sweden, Swedish authorised public accountants.

The consolidated final statements of the Issuer have been audited without qualification for the year ended 31 December 2010 by Deloitte AB Rehngalan 11, SE-113 70 Stockholm, Sweden, Swedish authorised public accountants.

Documents on Display

5. Copies of the following documents may be inspected during normal business hours at the offices of the Issuer in Stockholm for twelve months from the date of this Base Prospectus:
 - (a) the certificate of registration and articles of association of the Issuer (together with English translations thereof);
 - (b) the audited consolidated financial statements of the Issuer for the years ended 31 December 2009 and 2010, respectively and unaudited interim report for the twelve months ended 31 December 2011;
 - (c) the Agency Agreement;
 - (d) the Deed of Covenant;
 - (e) the Dealer Agreement;
 - (f) the Programme Manual (which contains the forms of the Notes in global and definitive form); and
 - (g) the Issuer – ICSDs. Agreement (which is entered into between the Issuer and Euroclear and/or Clearstream, Luxembourg with respect to the settlement in

Euroclear and/or Clearstream, Luxembourg of Notes in New Global Note form).

The translation of the certificate of registration and articles of association of the Issuer are direct translations of the original documents and are true and accurate translations, however, in the event of any discrepancy, the original foreign language version of the document will govern.

Material Contracts

6. Neither the Issuer or a member of the Group are party to any material contracts outside the ordinary course of their business which could result in them being under an obligation or entitlement that is material to their ability to make payments under any Notes.

Clearing of the Notes

7. The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate Common Code and the International Securities Identification Number in relation to the Notes of each Tranche will be specified in the relevant Final Terms. The relevant Final Terms shall specify any other clearing system as shall have accepted the relevant Notes for clearance together with any further appropriate information.

Passporting

8. The Issuer may, on or after the date of this Base Prospectus, make applications for one or more certificates of approval under Article 18 of the Prospectus Directive as implemented in the United Kingdom to be issued by the FSA to the competent authority in any Member State.
9. The Issuer does not intend to provide post-issuance information.

REGISTERED OFFICE OF THE ISSUER

Atlas Copco AB
SE-105 23 Stockholm
Sweden

ARRANGERS

**Deutsche Bank AG,
London Branch**
Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

DEALERS

BNP PARIBAS
BNP PARIBAS London
10 Harewood Avenue
London NW1 6AA
United Kingdom

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

**Crédit Agricole Corporate
and Investment Bank**
9 quai du President Paul
Doumer
92920 Paris La Defense
Cedex
France

Danske Bank A/S
2-12 Holmens Kanal
DK-1092 Copenhagen K
Denmark

**Deutsche Bank AG,
London Branch**
Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

HSBC Bank plc
8 Canada Square
London E14 5HQ
United Kingdom

Nordea Bank Danmark A/S
Christiansbro
Strandgade 3
DK-1401 Copenhagen K
Denmark

**Skandinaviska Enskilda
Banken AB (publ)**
2 Cannon Street
London EC4M 6XX
United Kingdom

**Svenska Handelsbanken
AB (publ)**
Blasieholmstorg 12
SE-106 70 Stockholm
Sweden

FISCAL AGENT

Deutsche Bank AG, London Branch

Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

PAYING AGENT

Deutsche Bank AG, London Branch

Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

LEGAL ADVISERS

*To the Issuer
as to English law:*

White & Case LLP
5 Old Broad Street
London EC2N 1DW
United Kingdom

*To the Issuer
as to Swedish law:*

White & Case Advokat AB
Biblioteksgatan 12
Box 5573
SE-114 85 Stockholm
Sweden

To the Dealers as to English law:

Freshfields Bruckhaus Deringer LLP

65 Fleet Street
London EC4Y 1HS
United Kingdom

AUDITORS TO THE ISSUER

Deloitte AB
Rehngatan 11
SE-113 79 Stockholm
Sweden