

APPLICABLE FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Bonds issued under the Programme.

25 November 2020

PROHIBITION OF SALES TO RETAIL INVESTORS IN THE EUROPEAN ECONOMIC AREA AND THE UNITED KINGDOM

The Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“EEA”) or in the United Kingdom. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended) (the “PRIIPs Regulation”) for offering or selling the Securities or otherwise making them available to retail investors in the EEA or in the United Kingdom has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the EEA or in the United Kingdom may be unlawful under the PRIIPs Regulation. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended) (“MiFID II”); (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC.

MiFID II Product Governance / Eligible Counterparties and Professional Clients Only Target Market

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

25 November 2020

Kvíka Banki hf.

Issue of ISK 700,000,000 Floating Rate Bonds

under the ISK 30,000,000,000 Debt Issuance Programme

PART A: CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Securities set forth in the Base Prospectus dated 8 October 2020 and any supplements if applicable. This document constitutes the Final Terms of the Securities described herein for the purposes of Article 8 (2) of the Prospectus Regulation, as amended (which includes the amendments made by Regulation 2017/1129/EU) and must be read in conjunction with the Base Prospectus and any supplements, if applicable, which constitute a base prospectus for the purposes of the Prospectus Regulation. Full information on the Issuer and the offer of the Securities is only available on the basis of the combination of these Final Terms, the Base Prospectus and any supplements, if applicable. The Base Prospectus, any supplements and the Final Terms are available for viewing at the Issuer's website, www.kvika.is and at the office of the Issuer at Katrínartún 2, 105 Reykjavík, Iceland.

1. Issuer	Kvíka banki hf.
i. Series Number:	2
ii. Tranche Number:	3
iii. Ticker:	KVB 19 01
2. Specified Currency	ISK
3. Aggregate Nominal Amount:	
i. Tranche:	700,000,000
ii. Series:	4,340,000,000
4. Issue Price:	81.6667% of the Aggregate Nominal Amount plus accrued interest from 19 November 2020
5. Specified Denominations:	20,000,000
6.	
i. Issue Date	26 November 2020
ii. Interest Commencement Date:	19 November 2020

7. Maturity Date:	19 December 2024
8. Interest Basis:	REIBOR 1 MONTH + 1.50 % Floating Rate <i>see paragraph 22 below</i>
9. Redemption/Payment basis:	Equal principal payments, payable on the 19 th day in every month each year up to and including the Maturity Date. First instalment date being 19 December 2020.
10. Change of interest basis or redemption/Payment basis:	In the event that the Reference Rate (REIBOR) were discontinued or otherwise unavailable the rate of interest on the Securities which reference such Reference Rate will be determined for the relevant period by: <ul style="list-style-type: none"> i) reference to a rate which the Central Bank of Iceland determines is a successor to or replacement of the Reference Rate ii) In the absence of the Central Bank of Iceland's determination of a successor to or replacement of the Reference Rate, reference to a rate an Independent Adviser determines is a successor to or replacement of the Reference Rate. Independent Adviser shall mean an independent financial institution of international repute or other independent financial adviser experienced in the international debt capital markets, in each case appointed by the Issuer at its own expense.
11. Investor Put/Issuer Call	Not Applicable
12. Prepayment	Not Applicable
13. Status of the Securities	Unsubordinated
14. Approval for the Issuance of the Securities:	The Securities were issued in accordance with the authorisation of the Bank's Asset and Liability Committee on: 23 November 2020
15. Method of Distribution:	Non-syndicated
16. Calculation Agent:	Issuer
17. Clearing Agent:	The Securities are electronically registered with the Nasdaq CSD

PROVISIONS RELATING TO ANNUITY BONDS

18. Annuity Bonds Not Applicable

PROVISIONS RELATING TO EQUAL PRINCIPAL PAYMENT BONDS INCLUDING BONDS WITH ONE PAYMENT OF PRINCIPAL ON MATURITY DATE

19. Equal Principal Payment Bonds Not Applicable

PROVISIONS RELATING TO INFLATION LINKED SECURITIES

20. Inflation Linked Securities Not Applicable

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

21. Fixed Rate Bond Provisions: Not Applicable

22. Floating Rate Bond Provisions: Applicable

- i. Specified Period(s)/Specified Interest Payment Dates: The 19th day in every month each year up to and including the Maturity Date. First interest Payment Date being 19 December 2020
- ii. Business Day Convention: Modified Following Business Day Convention
- iii. Manner in which the Rate of Interest and Interest Amount is to be determined: Screen Rate Determination
- iv. Party responsible for calculating the Rate of Interest and Interest Amount: Issuer
- v. Screen Rate Determination Applicable
 - i. Reference Rate: 1 month REIBOR
 - i. Interest Determination Date(s): Two business days prior to the start of each Interest Period
 - ii. Relevant Screen Page: Reuter page REIBOR
- vi. Margin(s) to Maturity Date: Not Applicable

- vii. Minimum Rate of Interest: Not Applicable
- viii. Maximum Rate of Interest: Not Applicable
- ix. Day Count Fraction: Actual/360
- x. Fallback provisions, rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Bonds, if different from those set out in the Terms and Conditions: Not Applicable

23. Zero Coupon Bond Provisions Not Applicable

24. Bill Provisions Not Applicable

PROVISIONS RELATING TO REDEMPTION

25. Issuer Call: Not Applicable

26. Investor Put: Not Applicable

27. Final Redemption Amount of each Security: Not Applicable

28. Early Redemption Amount of each Security payable on redemption and/or the method of calculating the same (if required or if different from that set out in Condition 7.8): Not Applicable

GENERAL PROVISIONS APPLICABLE TO THE SECURITIES

29. Additional Financial Centre(s) or other special provisions relating to Payment Days: Not Applicable

30. Redenomination applicable Redenomination not applicable

31. Other Final Terms: Condition 17 applies

32. Representation of Security Holders The LEX law firm, Borgartúni 26, 105 Reykjavík (hereinafter referred to as LEX) convenes meetings of

all creditors, following a request from a Security holder(s) and shall always convene meetings with a minimum notice of 7 days. LEX sends out a notification to the Issuer, who on the same day must pass it onto Nasdaq Iceland hf. to be posted on the stock exchange's newsfeed. While trading has not started on the Securities, this information shall be sent to Security holders through the intermediary of account operators.

The voting rights of Security holders are determined by the amounts of each Security holder as a percentage of the Securities. Calculations provided for in this Article shall be based on the position of claims on the day on which the meeting is convened. The Issuer reserves itself the right to speak at these meetings. Calls to meetings, meeting documents and the results of meetings shall be posted on the Nasdaq Iceland hf. news network and LEX shall ensure the Issuer posts this information. If the acceleration clause is no longer in place on the day of the meeting, the Issuer shall cancel the meeting.

Contacts at the LEX Law firm are Guðmundur Ingvi Sigurðsson, Attorney to the Supreme Court, gudmundur@lex.is and Stefán Orri Ólafsson, District Court Attorney, stefan@lex.is and the obligations of the LEX Law firm are in accordance with the provisions of the Securities.

Contracts relating to the representation may be found on the Issuer's website: <https://www.kvika.is/en/investor-relations/prospectuses/base-prospectus/>

DISTRIBUTION

33.

- i. If syndicated, names of Managers: Not Applicable
- ii. Stabilizing Manager (if any): Not Applicable

34. If non-syndicated, name of relevant Dealer: Issuer

35. Additional selling restrictions:

PART B: OTHER INFORMATION

1. Listing and admission to trading

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|------|--|--|
| i. | Admission to trading | Application has been made for the Securities to be admitted to trading on Nasdaq Iceland |
| ii. | Estimate of total expenses related to admission to trading: | 800,000 |
| iii. | Markets where securities of the same class are already admitted to trading | Nasdaq Iceland |
| iv. | Liquidity Provider(s) | Not applicable |

2. Rating

Not Applicable

3. Notification

Not Applicable

4. Interests of natural and legal persons involved with the Issue

So far as the Issuer is aware, no person involved in the issue of the Securities has an interest material to the issue.

5. Use of Proceeds, Estimated net proceeds and total expenses

Use of proceeds:	For general funding purposes of the Issuer
Estimated net proceeds:	571,965,691
Estimated total expenses:	128,834,309

6. Yield (*Fixed Rate Bonds only*)

Indication of yield: []% per annum

7. Historic Interest Rates (*Floating Rate Bonds only*)

Details of historic REIBOR rates can be obtained from the Central Bank of Iceland from <https://www.cb.is/other/key-interest-rate/> and the Reuters page REIBOR.

8. Performance of CPI, Explanation of effect on value of investment and associated risks and other information concerning the underlying (*Inflation Linked Securities only*)

The general cash flow of the Securities is determined in real terms on the Issue Date. The nominal value of each future payment depends on the development of the CPI as demonstrated by the formulas in Conditions 6.2(b) and 6.3(b) in the Terms and Conditions.

The Icelandic Consumer Price Index (CPI) is produced based on data from Statistics Iceland. Information about the CPI can be obtained from the website of Statistics of Iceland being <https://statice.is/publications/indices-overview/>.

The Issuer does not intend to provide post-issuance information

9. Operational Information

i.	ISIN Code	IS0000031706
ii.	Common Code	KVB 19 01
iii.	CIF	DBVUFR
iv.	FISN	KVIKA BANKI/VAR BD 20241219
v.	Delivery	Delivery against payment
vi.	Names and addresses of additional Paying Agent(s) (if any):	Not Applicable
vii.	Intended to be held in a manner which would allow Eurosystem eligibility:	No

RESPONSIBILITY The Issuer accepts responsibility for the information contained in these Final Terms.

Signed on behalf of the Issuer:

By:

Duly authorized

Undirritunarsíða

Marínó Örn Tryggvason