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Base Prospectus

23 November 2026

Iceland Seafood International hf.

ISK 9,000,000,000 Debt Issuance Programme

Under this ISK 9,000,000,000 Debt Issuance Programme (the **Programme**) Iceland Seafood International hf., reg. no. 611088-1329, Köllunarklettsvegur 2, 104 Reykjavík, Iceland (**Iceland Seafood** or the **Issuer**) may issue in a continuous and repeated manner bonds and/or bills (the **Securities** or **Series of Securities**) denominated in any Issue Currency as described in this Base Prospectus (the **Base Prospectus**). The maximum aggregate nominal amount of all Securities from time to time outstanding under the Programme will not exceed ISK 9,000,000,000 (or its equivalence in other currencies), subject to increase as described herein.

Securities issued under the Programme will be issued in uncertificated and dematerialised book entry form issued electronically in a Central Securities Depository, Nasdaq CSD SE, útibú á Íslandi (the **Nasdaq CSD Iceland**), or any other as decided by the Issuer. An application will generally be submitted to Nasdaq Iceland hf. reg. no. 681298-2829, Laugavegur 182, 105 Reykjavík, Iceland (the **Nasdaq Iceland**) for Securities issued under the Programme to be admitted to trading on Nasdaq Iceland Main Market, the regulated market of the Nasdaq Iceland. References in this Base Prospectus to Securities being listed (and all related references) shall mean that such Securities have been admitted to trading on the regulated market of the Nasdaq Iceland, 2014/65/EU on markets in financial instruments (MiFID II), as implemented in Iceland by Act no. 115/2021 on Markets for Financial Instruments. The Issuer may list the Securities on additional regulated markets. Additionally, the Issuer is permitted to issue Securities under the Programme which are not to be listed on a Regulated Market.

The Issuer will determine the terms of each series of Securities in accordance with the terms specified in chapter *3.2 Terms and Conditions of the Securities.* The Issuer may decide that Securities may be issued in a form not contemplated by the terms described herein, in which event, a supplement to the Base Prospectus if appropriate, will be made available. The final terms of each tranche of Securities (the **Final Terms**) will then be specified in the relevant Final Terms document which will be sent to the Financial Supervisory Authority of the Central Bank of Iceland (the **FSA**) for review and subsequently published on the website of the FSA and the Issuer, www.icelandseafood.com. The Base Prospectus and applicable Final Terms will remain available for at least 10 years after their publication.

The Securities have not been and will not be registered under the U.S. Securities Act of 1933, as amended, and are subject to U.S. tax law requirements. Subject to certain exceptions, the Securities may not be offered, sold or delivered within the United States or to a U.S. person.

Iceland Seafood International hf.

The date of this Base Prospectus is 23 November 2026.

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1 PROGRAMME OVERVIEW

1.1 The Securities

Under the Programme, Iceland Seafood may issue Bonds and/or Bills, unsecured and unsubordinated, issued electronically in a Central Securities Depository. The maximum aggregate nominal amount of all Securities from time to time outstanding under the Programme will not exceed ISK 9,000,000,000, or its equivalence in other currencies, subject to increase. An increase in the size of the Programme is subject to an authorisation of the Issuer's Board of Directors.

Securities issued under the Programme may be in the form of an Annuity or have Equal Principal Payments (including a Bond with one payment of principal on Maturity Date). Securities can be inflation linked, have a Fixed Rate or Floating Rate or a combination of any of the foregoing, depending upon the interest basis and redemption/payment basis shown in the applicable Final Terms. The Securities will have such maturities as decided by the Issuer and may be issued in any currency decided by the Issuer and specified in the relevant Final Terms. The Securities will be issued in such denominations as decided by the Issuer and stated in the applicable Final Terms and may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.

There are restrictions on the offer, sale and transfer of the Securities. In particular, this Base Prospectus may not be sent to any person in the United States, Australia, Canada, Japan, Hong Kong, South Africa, Singapore or any other jurisdiction in which it would not be permissible to deliver the Securities, and the Securities may not be offered, sold, resold, transferred or delivered, directly or indirectly, in or into any of these countries. Further, some restrictions may apply to the European Economic Area and the United Kingdom.

The Securities and any non-contractual obligations arising out of or in connection with them, will be governed by, and construed in accordance with, Icelandic law.

1.2 Listing

Series of Securities issued under the Programme have been admitted to trading on the Regulated Market of the Nasdaq Iceland. Generally, an application will be submitted to Nasdaq Iceland for Securities issued under the Programme to be admitted to trading on the aforementioned market and references in this Base Prospectus to Securities being listed (and all related references) shall mean that such Securities have been admitted to trading on the regulated market of the Nasdaq Iceland unless otherwise specified. The Issuer may list the Securities on additional regulated markets, further, the Issuer may choose to forego listing.

2 RISK FACTORS

Iceland Seafood, an Icelandic public limited liability company, is a worldwide sales, processing and marketing group for a variety of frozen, fresh, salted and dried seafood and seafood products. The following overview of risk factors is based on what the Issuer, at its own discretion, considers to be of importance in relation to its present and future operations. While the Issuer considers the following to be a fair, full and comprehensive disclosure of all relevant risk factors, this overview is not a substitute for the rest of the Base Prospectus and should not be perceived as such. A full and accurate assessment of the Issuer's operations may only be made on the basis of the entire Base Prospectus. Furthermore, the operations of the Issuer may be affected by risks that are either not known or have not materialised by the date of this Base Prospectus.

Risk factors are divided into three sections; chapter 2.1 addresses the risks related to issues of Securities under the Programme while chapters 2.2 and 2.3 address the Issuer‘s operational and financing risks.

The Issuer has assessed the materiality of the risk factors based on the probability of their occurrence and the expected magnitude of their negative impact and has organised the following risk factors accordingly, beginning with those estimated to be most significant to the Issuer.

2.1 Risks related to Securities issued under the Programme

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

2.1.1 Prepayment risk

If the Issuer has the right to accelerate payment in part or in full on any Securities at its own discretion, this may limit the market value of the Securities concerned and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return

An optional prepayment feature of Securities is likely to limit their market value. During any period when the Issuer may elect to accelerate payment of the relevant Securities, or during any period when Security Holders perceive that the Issuer may elect to accelerate payment of the Securities, the market value of those Securities generally will not rise substantially above the price at which they can be repaid. This also may be true prior to any pre-payment period.

The Issuer may elect to exercise its option to advance payment of the Securities when its cost of borrowing is lower than the interest rate on the Securities. 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 Securities being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk considering other investments available at that time.

2.1.2 Market rate risk

Securities which are issued at a substantial discount or premium may experience price volatility in response to changes in market interest rates. The market values of securities issued at a substantial discount or premium to their principal amount tend to fluctuate more in relation to

general changes in interest rates than do prices for more conventional interest-bearing securities. Generally, the longer the remaining term of such securities, the greater the price volatility as compared to more conventional interest-bearing securities with comparable maturities.

2.1.3 CPI development risk

Under the Programme the Issuer can issue Inflation linked Securities which are indexed to the Consumer Price Index ("CPI"). Investment in indexed linked Securities involves the risk that subsequent changes in the CPI may adversely affect the value of the index linked Securities. The historical experience of the CPI should not be viewed as an indicator of the future performance of the CPI.

2.1.4 Variable rate risk

Securities 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 and, as a consequence, could drop further in value.

2.1.5 Benchmark regulation and reform risk

Interest rates and indices which are deemed to be "benchmarks" (such as a Reference Interest Rate in the case of variable rate Securities), are the subject of recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Securities linked to or referencing such a benchmark.

Changes in benchmark regulations could have a material impact on any Securities linked to or referencing a benchmark, in particular, if the methodology or other terms of the benchmark are changed in order to comply with new requirements. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the applicable benchmark.

More broadly, any of the national or international reforms, or the general increased regulatory scrutiny of benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements. Such factors may have the following effects on certain benchmarks: (i) discourage market participants from continuing to administer or contribute to the benchmark; (ii) trigger changes in the rules or methodologies used in the benchmark or (iii) lead to the disappearance of the benchmark. Any of the above changes or any other consequential changes as a result of national or international reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Securities linked to, referencing, or otherwise dependent, in whole or in part, upon a benchmark.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the Benchmarks Regulation reforms in making any investment decision with respect to any Securities linked to or referencing a benchmark.

2.1.6 Fixed rate risk

The value of securities may change due to market conditions. Thus, the value of the Securities may decrease if the general market yield rises and the value may rise if the yield decreases. Investment in Fixed Rate Securities involves the risk that subsequent increases in market interest rates above the rate paid on the relevant Fixed Rate Securities will adversely affect the value of the Fixed Rate Securities.

2.1.7 Unsecured asset risk

The Securities will be unsecured and do not have the benefit of a negative pledge provision. Investment in unsecured bills and/or bonds involved risk and despite being ahead of other creditors such as shareholders, investors can lose their investment in the Securities in part or in full. If the Issuer defaults on the Securities, or in the event of a bankruptcy, liquidation, reorganisation or winding-up, then, to the extent that the Issuer has granted security over its assets, the assets that secure those obligations will be used to satisfy the obligations thereunder before the Issuer could sell or otherwise dispose of those assets in order to make payment on the Securities. As a result, there may only be limited assets available to make payments on the Securities. In addition, there is no restriction on the issue by the Issuer of other similar securities that do have the benefit of security, which may impact on the market price of its securities, such as the Securities, that are unsecured.

2.1.8 Market Risk

The value of securities may change due to market conditions. Thus, the value of the Securities may decrease if the general market yield rises and the value may rise if the yield decreases. Various factors can cause changes in general market conditions, e.g. general economic conditions, interest rate decisions by the Central Bank, changes in legislation and regulations and any events and/or external conditions that impact the operations of companies and the economy as a whole. Further, the Issuer's principal interest payments on the Securities may be paid in Icelandic Krona or any other Issue currency, therefore exchange rate risk may be embedded in the Securities by exposure to market conditions in currency markets.

2.1.9 Liquidity Risk

The Securities have not previously been admitted to trading on a regulated market. Although the Securities will be admitted to trading on the Regulated Market of Nasdaq Iceland, the Issuer cannot guarantee that the Securities will be actively traded. No obligation rests on the Issuer to maintain an active market with the Securities and no market making with them has been envisaged. Therefore, liquidity risk may arise, i.e. the risk of not being able to sell the Securities at will. The risk is expressed in such a way that the market cannot accept the quantity that is to be sold or the price formation is such that there is a significant difference between the buying and selling price of the Securities. Further, the Issuer may be in a position of not having sufficient liquidity to meet obligations on the Securities when they fall due. However, the Issuer carefully manages its liquidity risk to ensure that, among other things, it always has sufficient liquidity to meet its obligations.

2.1.10 Changes in Legislation

Financial markets are dependent on the operating- and legal environment created by public authorities. Extensive changes in the legal framework that applies to financial markets can have a negative effect and create unrest in the markets, affecting the value of any listed Securities.

No assurance can therefore be given as to the impacts of any amendments to Icelandic law, court decisions, and/or administrative practice after the date of the Base Prospectus. Additionally, it should be borne in mind that changes to EU legislation in this area may affect the Issuer and the Securities due to Iceland's membership of the EEA agreement.

2.2 Issuer‘s Operational Risk

2.2.1 Reputational Risk

Reputational risk is the risk of financial loss attributable to a company's negative impression towards stakeholders, such as customers, shareholders, employees, investors and governments. Consequences of a negative impression can be lack of trustworthiness in the market, leading to a loss of customers and opportunities and, consequently, income.

The Issuer operates in a market where reputation of the healthiness of the product is of great importance. If suspicion arises that a given product or product group is unsafe for consumers, it can lead to significant public discussion and media coverage. An accident in the production of one specific product or at one specific facility, either at one of the Issuer's value-added facilities or with a producer supplying the Issuer with raw materials, can have a wide-ranging effect and a meaningful contagion in other products or markets.

To ensure quality in its products the Issuer enforces various standards in its sourcing of raw materials, as further described in chapter *2.2.2 Raw material, Quota and Environmental Risk* and places emphasis on the chain of custody and traceability of their products. All of Iceland Seafood's production facilities have been certified and inspected as required by local authorities.

The Issuer has a well-established image and positive reputation that has contributed to attracting new customers, as well as strengthening its business relations with core customers. If the Issuer's reputation suffered significant damage, there is a risk that a substantial number of customers will terminate their business relationship, and other counterparties will be reluctant to engage in further transactions with the Issuer. This could negatively impact and limit the Issuer's potential of obtaining funding, creating new business relationships, and maintaining existing ones. The Issuer places great emphasis on its relationships with customers and takes great care in maintaining and strengthening them, making sure that customers know the Issuer and its operations, and are aware of the quality control maintained at all times.

2.2.2 Raw material, Quota and Environmental Risk

The primary raw material used by Iceland Seafood is seafood from Icelandic waters. The Icelandic government sets laws and regulations on utilisation of Icelandic Fish stocks, based on advice from the Icelandic Marine & Freshwater Research institute. The quota year in Iceland

runs from 1 September to 31 August each year. For further information on the Icelandic quota system see *http://www.fiskistofa.is/english/fisheries-management*[1].

The main risk factor for Iceland Seafood on fish stocks are significant changes in utilisation and therefore availability, which can affect raw material prices and e.g. cause Iceland Seafood‘s raw material costs to increase in the case of decreased availability. Iceland Seafood is not directly invested in the Icelandic quota system, as it does not conduct its own fishing, and therefore risks are limited to availability and price fluctuations and effects of having to seek alternative sources of raw materials.

Additionally, although a large part of seafood for Iceland Seafood comes from Icelandic waters, some comes from elsewhere e.g. in the Atlantic Ocean, from waters belonging to Norway, Russia and others, where similar fishery management methods and/or principals as in Iceland are used, i.e. recommendation from scientists based on scientific research. The quota year in Norway and Russia runs from 1 January to 31 December each year.

In the operation of subsidiaries Achernar S.A. (**Achernar**) and Thorpesca S.A.S. in Argentina, Iceland Seafood is dependent on supply of Argentinian shrimp. The fishery management system in Argentina is different from the previously described quota system as used in Iceland, as the government issues licences to vessel owners for catching without a quota system in place. The availability and price fluctuations of Argentinian shrimp can have a negative impact on Iceland Seafood's operation in Argentina.

Iceland Seafood bases its global sourcing policy on sourcing only from fisheries that are administrated in conformance with the Food and Agriculture Organization of the United Nations' (**FAO**) Code of Conduct for responsible fisheries and have proper fishery management systems. For further information on the FAO Code of Conduct see *https://www.fao.org/4/x9066e/x9066e01.htm*[2]. Iceland Seafood also supports independent and credible standards that are set to audit and approve fisheries that are well managed and will wherever possible promote these fisheries to its customers as well as committing to supply sustainable seafood to its customers. Initiatives that Iceland Seafood supports and enforces include Iceland Responsible Fisheries (and the Marine Stewardship Council's MSC standard. However, the Issuer cannot guarantee that any products sold by Iceland Seafood might not conform to the standards set and committed to by the Issuer despite all best efforts.

Fisheries, in Iceland and elsewhere, can be seasonal and affected by weather conditions. This can lead to fluctuations in price and supply throughout the year. Major changes in sea temperature and other natural influences can also affect fisheries, stock conditions and ultimately quota allocations.

Additionally, the Issuer uses farmed species in some of its subsidiaries, including but not limited to Atlantic Salmon and Asian shrimp. Farmed species carry similar price fluctuation risks as

[1] Information on the website does not form part of The Base Prospectus unless that Information is incorporated by reference into the document.

[2] Information on the website does not form part of the Base Prospectus unless that information is incorporated by reference into the document.

wild fish and in addition are affected by feed costs, weather, sea temperatures as well as biological and disease risks that may affect supply and pricing.

2.2.3 Economic and global development risk

Geopolitical and macroeconomic uncertainty, including changes in global trade policies and tariffs, continued to affect the business environment throughout 2025 and remain relevant in 2026. Although inflationary pressures had moderated from previous peaks, renewed inflationary pressures and uncertainty regarding the future path of interest rates continue to affect financing costs, consumer purchasing power and economic activity. The seafood industry remains exposed to volatility in raw material prices, transportation and energy costs, as well as changes in global supply and trade flows. Companies continue to focus on disciplined inventory management, cost control and operational efficiency as part of their broader risk management. These factors may adversely affect the Issuer's operations, margins and working capital requirements. At the same time, changing global supply chains and the potential for production to move closer to consumer markets may create opportunities, and the Issuer considers itself well positioned to respond to such developments. The Issuer today maintains a balanced portfolio, serving both retail and foodservice customers across Europe, with a particularly strong presence in Southern European HORECA markets.

Further, should other European Union countries follow the UK's example and leave the EU, the strength of the European single market could be compromised. The single market ensures the free movement of goods and services, promotes competition, raises efficiency, and helps contain prices. A weakening of this framework would have adverse implications for Iceland Seafood's trade between EU countries such as Spain and Italy.

In addition, the Issuer operates in Argentina, a country which has historically experienced significant political and economic instability and high levels of inflation. While macroeconomic conditions have improved and inflation has declined significantly from previous levels, inflation remains elevated and economic and political uncertainty continues to present risks. Argentina has also implemented significant reforms to its foreign exchange regime, including the easing of restrictions affecting access to foreign currency, dividend distributions and import payments. Nevertheless, the regulatory and foreign exchange environment remains subject to change. The Issuer's Argentinean operation primarily exports to Europe and Asia, which provides a degree of mitigation against domestic economic conditions. Management continues to closely monitor inflation, foreign exchange, regulatory and political developments in Argentina and their potential impact on the Issuer's operations.

2.2.4 Transportation Risk

The Issuer relies on various transportation methods and transportation companies, on land, sea and in the air, to move its products from sellers to buyers. The Issuer cannot guarantee that adequate transportation services will always be available. Additionally, transportation can significantly affect the freshness, safety and quality of the Issuer's products, which are highly sensitive to temperatures, delays, harsh treatment (damaging of packaging/product) etc. The

Issuer takes every care possible to ensure that all products are transported in an applicable manner and has relevant insurance in place to mitigate this risk.

2.2.5 Currency Risk

The reporting currency of the Issuer is EUR, and the Issuer is therefore exposed to currency risk through subsidiaries in Argentina and Iceland, which operate and report in different functional currencies. Both purchases and sales within the Argentinean operation are primarily denominated in USD, which mitigates the Issuer's exposure to the local currency, ARS. In addition, the Argentinean operation has sold VAT receivables in order to reduce the level of assets held in ARS and thereby further limit its exposure to fluctuations in the local currency. Additionally, individual subsidiaries use forward contracts to mitigate currency risk, e.g. when buying raw materials in a foreign currency to the local market. In certain markets, predominantly Iceland, purchases are made in the currency that the goods are sold, providing a natural currency hedge.

2.2.6 Supplier Risk

The Issuer is exposed to risks regarding suppliers, both in the wild and farmed seafood sectors, as the Issuer has sourced its products from specific origins and production methods. This potentially limits the number of suppliers the Issuer can purchase from in some instances, although the Issuer has a wide supply base. Currently four large Icelandic seafood companies, which hold a considerable percentage of the national fishing quotas in Iceland, are significant strategic shareholders in Iceland Seafood which the Issuers believes mitigates the risk considerably.

In Argentina, the issuer is both operating two freezing trawlers and cooperating with a raw material broker and vessel owners that hold licences for fishing Argentinian shrimp. To secure the raw material needed for the Issuer's production, agreements have been made where these counterparties are obliged to sell the raw material they catch to the Issuers operation for a defined period of time. As a consideration for this commitment, the Issuer provides pre-payment to the counterparties for the raw material.

2.2.7 Quality Risk

The Issuer sells high-quality Seafood. It is imperative that the quality of the Issuer's products is of a sufficiently high standard. Should that standard drop, the financial performance of the Issuer may suffer. Further information on the Issuer's measures to ensure quality can be found in chapters *2.2.1 Reputational Risk*, *2.2.2 Raw material, Quota and Environmental Risk* and *2.2.6 Supplier Risk.*

2.2.8 Competition Risk

The Issuer's operating divisions and subsidiaries operate in markets with a variety of competitors. In most of Iceland Seafood's international subsidiaries these competitors would range from large, branded entities to smaller family-owned businesses. In the Icelandic Sales and Distribution subsidiary competition would range from seafood exporters of various sizes to seafood producers managing some or all of their own sales. As such the Issuer's subsidiaries constantly need to ensure their proposition, service and product offering meets the demands of the local market.

2.2.9 Customer Risk

The Issuer has a highly diversified customer base, with over 5,000 customers across 45 countries. In certain markets the Issuer operates with key customers, the loss of which may impact the profitability of the Issuer.

The Issuer sells products to several retailers in Ireland and Spain. These products are generally sold under the own label of the retailer. In the case of retailers' own labels, it may potentially be easier for a retail chain to change suppliers than if Iceland Seafood was the sole supplier of a recognised brand.

The Issuer and its subsidiaries take great care in maintaining and growing their relationships with customers, many of which are built upon years of mutual trust and respect and aim to make long-term contracts whenever possible.

2.2.10 Risk relating to Essential Employees

The Issuer's operations are based on the knowledge, experience and the future vision of key employees. There is no guarantee that these individuals will continue to work for the Issuer. The loss of service of any such employee could have a detrimental effect on the Issuer.

The Issuer operates appropriate remuneration policies, including option programmes and bonus schemes, where relevant, to minimize the risk of key employees terminating their employment.

2.2.11 Legal Risk

Iceland Seafood has operations in six[3] countries in the production, marketing and sale of seafood products to more than 45 countries worldwide. Consequently, the Issuer is subject to various legislation, government and municipal regulations and standards in these countries, exposing Iceland Seafood's operations to various regulatory and legal risks, including litigation and liability risk.

The Issuer is subject to, amongst other legislation, health, pollution and environmental legislation, government and municipal regulations and standards. The Issuer must meet requirements based on these legislations, regulations and standards to obtain necessary licenses and certificates in respective countries, e.g. processing licenses and health certificates. These licenses and certificates may be valid as long as Iceland Seafood meets the legal requirements. They may also be valid for a specific period and therefore have to be renewed regularly.

Existing legislation, government and municipal regulations and standards could be amended, the manner in which legislation and standards are enforced or interpreted could change and new legislation, regulations and standards could be adopted, which could adversely affect the Issuer's operations in the respective countries. Violations of legislation, regulations and standards, whether intentional or unintentional, may lead to the revocation of some of the licenses or certificates in the respective countries and /or affect the reputation of Iceland Seafood.

[3] Argentina, France, Germany, Iceland, Ireland and Spain

Additionally, it is possible that the legislation in these countries regarding e.g. taxation, customs and permits will be amended, potentially with a retrospective effect, in such a way that could have a negative impact on the Issuer's operations, profits and financial position.

Iceland Seafood is potentially exposed to claims from dissatisfied customers and consumers of the Issuer's products. Iceland Seafood may be subject to claims arising from violations of health, pollution and environmental legislation, government and municipal regulations and standards. Iceland Seafood may also be subject to claims arising from disputes with employees for, among other things, alleged illegal dismissal, discrimination or harassment. These risks may often be difficult to assess or quantify, and their existence and magnitude often remain unknown for substantial periods. Liability resulting from any of the foregoing or other claims could have a material adverse effect on the reputation and results of the Issuer's operations.

Due to the nature of the Issuer's operations, there may always be some open disputes towards customers, suppliers or other counterparties. However, upon the publication of this Base Prospectus, Iceland Seafood is neither involved in any litigation that may have a material negative effect on the Issuer's operations or financial status nor is the Issuer aware of any such pending litigation or any interference that has or can have a considerable negative effect on the financial position of Iceland Seafood.

2.2.12 Contract Risk

The Issuer has assessed the risks of current and imminent disputes due to contracts which the Issuer is a party to. Furthermore, the possibility of disputes rising in the future due to these contracts has been assessed. To the Issuers knowledge no dispute of a significance that would give rise to a special capital allocation exists.

The Issuer's brands ‘Icelandic’ and ‘Icelandic Seafood’ are leased from Icelandic Trademark Holding, a holding company owned by the Icelandic Government with the specific purpose of owning and managing the brands and leasing to producers of various Icelandic products. The brands have a long history of over 75 years in the seafood sector and are known throughout the international markets for superior premium quality. In beginning of 2021 Iceland Seafood signed a long-term agreement which secured the right to use the ICELANDIC SEAFOOD brand in Europe. Should the Issuer's lease not be renewed, a competitor could market its products under the brand in direct competition with the Issuer. The Issuer is party to lease agreements for its production facilities and land some of which include provisions stating that the asset should be returned in the condition in which it was received. Due to the nature of the Issuer's operations, such provisions might require a one-off cost due to repairs or maintenance to fulfil the contracts.

Further, the Issuer is party to a contract with its employees, through its stock option plan, which could be classified as unrelated to regular day-to-day operations. The purpose of the Options is to enable Iceland Seafood to attract and retain employees through an attractive wage system. Employees are provided with an opportunity to acquire a stake in the Issuer in order to increase their incentive to promote future growth and increased prosperity of the Issuer and to reward such promotion. The Option pool represents less than 2.5% of the total registered share capital of the Issuer.

2.2.13 Risk relating to Accounting Principles

The Consolidated Financial Statements of the Issuer have been prepared in accordance with International Financial Reporting Standards (**IFRS**), as adopted by the European Union and additional requirements in the Icelandic Financial Statement Act, whilst financial statements of individual subsidiaries are either prepared in accordance with local accounting principles or IFRS. Any changes to any of these accounting principles could affect the reported financial results of the Issuer.

2.3 Issuer's Financial Risks

The Issuer controls its financing in a way that secures the daily operation of all subsidiaries. Iceland Seafood's operations are exposed to various financial risks factors including, but not limited to financing, interest, credit, liquidity and currency risks. The Issuer operates appropriate controls to manage these risk factors both within individual subsidiaries and at the parent company level. The Issuer does not take positions in any financial instruments, although it uses forward contracts for hedging currency exposures where appropriate.

2.3.1 Financing Risk

The majority of the Issuer's interest-bearing loans relate to the financing of working capital. These loans are short-term revolving facilities, based upon longer-term agreements secured by pledges over inventories, receivables, bank accounts, intellectual property rights and certain properties held by the Issuer’s companies. The parent company, Iceland Seafood International hf's, shares in its subsidiaries are also pledged as security for the Issuer's short term and long-term loans, except from shares in Iceland Seafood Iberica in Spain which are not pledged.
Issuer's revolving facility agreement with an Icelandic finance institution is the main source of funding for the Issuer's companies in Iceland, Ireland, France and Germany. The available drawdown at any given time depends on the balance of receivables and inventories in Iceland, Ireland, France and Germany. The line is drawn by the parent company which then funds the subsidiaries via intercompany loan agreements.
Subsidiaries in Spain are solely funded by short term and long-term loans with number of local banks in Spain.
The Issuer’s main revolver loans incorporates three key financial covenants, one covenant that tests equity ratio at end of each quarter, the second one which compares on a quarterly basis the Issuer's Cash Flow Available for Debt Servicing to the Issuer's interest and lease payment obligations over a twelve month trailing period and the third one which compares on a quarterly basis the Issuers EBITDA to the Issuer‘s interest payment obligations over a twelve month trailing period.

2.3.2 Interest Rate Risk

Changes in interest rates can affect the Issuer in both a positive and negative way. A part of the Issuer‘s funding consists of fixed rate financing in EUR, USD and GBP, where the Issuer has fixed rates for 1-4 years. A large part of interest-bearing loans has variable interest rates with a defined margin on the base rate in each currency. The Issuer's funding is mainly in EUR, GBP and USD. The Issuer has concluded Privat placement of both 3,5-year bond and 6 months bills in ISK, in these cases the outstanding amount has been fixed in EUR and interest fixed at EURIBOR rate but none in ISK.

The Issuer is exposed to risks associated with changes to, or the potential future discontinuation of, benchmark interest rates used in its financing arrangements. Any such changes or discontinuation, including changes affecting EURIBOR, SONIA or other applicable benchmark rates, could affect the interest payable under the Issuer's financing arrangements. The Issuer monitors developments relating to applicable benchmark rates and seeks to ensure that its financing arrangements contain appropriate provisions to address changes to or discontinuation of relevant benchmarks.

2.3.3 Credit risk

Credit risk is the risk of default on debt that may arise from a borrower failing to make required payments. The credit risk of the Issuer mainly relates to accounts receivables, i.e. that customers are not able to pay for goods that the Issuer has sold to them.

The Issuer controls this risk carefully, with the vast majority of all receivables being credit insured. The Issuer does not take uninsured positions against a customer without going through an appropriate risk assessment procedure.

In countries where credit insurance cannot be obtained, the Issuer generally applies other methods such as letters of credit, cash against documents and shares risk with suppliers to control its credit exposure.

2.3.4 Liquidity Risk

Liquidity risk is the risk of the Issuer not being able to meet financial obligations when they are due. The Issuer manages liquidity risk by ensuring sufficient liquidity from current bank facilities to meet foreseeable needs and to invest cash assets safely and profitably. This policy has remained unchanged from previous periods.

The Issuer´s main source of financing is a multi-currency revolving credit facilities with an Icelandic financial institutions and credit facilities with number of banks in Spain which finance the S-Europe division. Headroom is in the opinion of the Board sufficient to cover fluctuations, both with regards to total facility amount and underlying assets (inventory and receivables).

2.3.5 Insurance Risk

The Issuer has appropriate insurance policies in place, which provides insurance cover against product and property damage, certain delays, general liability and environmental liability in accordance with normal practice within the industry. Additionally, the Issuer maintains Directors and Officers insurance for its executive management. Despite these insurance policies, which the Issuer has in place, there is no guarantee that all claims that might be lodged against the Issuer at any time would be covered by such policies.

2.3.6 Risk relating to impairment of Goodwill

Iceland Seafood has recognised a significant amount of goodwill due to acquisitions in recent years. Impairment losses are recognised in profit or loss and an impairment loss in respect of goodwill is not reversed. Therefore, the risk relating to goodwill is that the Issuer will realise impairment losses due to goodwill, affecting the financial results of Iceland Seafood. Goodwill

related to operation in UK was impaired in Q3 2022, no impairment has been realized in the Group from that time.

The last goodwill impairment test was performed at the end of 2025. Its results showed that recoverable value exceeds the carrying value of goodwill. In addition to the base case testing, additional scenarios were tested where some key inputs had been stressed. In all scenarios tested, the results show that there is sufficient headroom and that there are no triggers indicating that impairment is necessary.

3 TERMS AND CONDITIONS OF THE SECURITIES

The Securities are Bonds and/or Bills issued by Iceland Seafood in compliance with applicable Icelandic laws and regulations. The following are the Terms and Conditions of the Securities which will be incorporated by reference into any Securities issued under the Programme (the **Terms and Conditions** or **Condition(s)**). The applicable Final Terms in relation to any tranche of Securities specify which Terms and Conditions apply in each case, as different Terms and Conditions may apply for different Securities issued under the Programme. Conditions marked in the following chapter as "Applicable to all Securities" will apply to all Securities issued under the Programme, while other Conditions apply as specified in the relevant Final Terms.

Relevant Final Terms included in the Base Prospectus include options, as well as brackets, which are to include information that is not known at the time of publication of the Base Prospectus. Under the applicable Final Terms for each tranche of Securities issued under the Programme the Terms and Conditions have been finalized and will be thus published on the Issuer's website www.icelandseafood.com. In the applicable Final Terms of Securities issued under the Programme, any reference to Terms and Conditions is a reference to the Terms and Conditions set out in this chapter *Terms and Conditions of the Securities* included in this Base Prospectus.

References herein to **Securities, Bonds or Bills** shall be references to all such Securities of a particular Series (as defined below) unless context indicates otherwise and shall mean the units of the lowest denomination specified in the relevant Final Terms in the currency specified in the relevant Final Terms.

References herein to **Security Holder(s)** or to **Investor(s)** shall mean the registered owners the Securities issued under the Programme, in accordance with Act no. 7/2020 on Central Securities Depositories, Settlement and Electronic Registration of Financial Instruments, unless context indicates otherwise.

As used herein, **Tranche,** means Securities which are identical in all respects (including as to listing and admission to trading on a Regulated Market) save for the issue dates, issue amount and date of the first payment of interest thereon and the date from which interest starts to accrue. A **Series** or **Series of Securities** means a Tranche of Securities together with any further Tranche or Tranches of Securities which are expressed to be consolidated and form a single series.

Copies of the applicable Final Terms are available for viewing on the Issuer's website, www.icelandseafood.com. Further, copies of the applicable Final Terms can be obtained at the registered offices of the Issuer.

Except where the context otherwise requires, capitalised terms used and not otherwise defined in these Terms and Conditions (including the preceding paragraphs) shall bear the meanings given to them in the applicable Final Terms.

3.1 Definitions

In these Terms and Conditions:

- any reference to principal shall be deemed to include any premiums which are payable with respect to Securities and any amount which is inherently principal;

- if an expression, explanation, definition or statement is provided in the Terms and Conditions to have a specific meaning in the 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 relevant Securities;
- where the word "including" appears in these Terms and Conditions the words "without limitation" shall be deemed to be inserted immediately afterwards;
- Any use of terminology or other words, in the singular or plural shall be deemed to be interchangeable unless the context otherwise requires;
- any reference to timing in the Terms and Conditions shall be taken to mean Icelandic local time, unless otherwise stated; and
- when reference is made to laws and regulations it shall be construed as a reference to Icelandic law and regulations, as amended, unless otherwise stated.

Act on Bills	Act no. 93/1993 on Bills
Act on Central Securities Depositories, Settlement and Electronic Registration of Financial Instruments	Act no. 7/2020 on Central Securities Depositories, Settlement and Electronic Registration of Financial Instruments.
Applicable Final Terms	The form of Final Terms (Part A of the Final Terms or the relevant provisions thereof) which will be completed for each Tranche of Securities issued under the Programme.
Banking day	A day on which commercial banks and foreign exchange markets in the issuing country of the applicable Issue Currency settle payments and are open for general business.
Calculation Agent	Kvika banki hf., or any other institution appointed as such as set out in the applicable Final Terms.
Central Securities Depository or CSD	Nasdaq CSD Iceland, or any other CSD as decided by the Issuer and set out in the applicable Final Terms
CFADS	Cash Flow Available for Debt Servicing
Bills	Securities that are offered and sold at a discount to their nominal amount and will not bear interest. Bills will have a maximum final maturity of 13 months when issued.
CSD Agent	Kvika banki hf., or any other institution appointed as such as set out in the applicable Final Terms, in its capacity as a Nasdaq CSD Iceland system account operator or an account operator with any other clearing system as applicable.
Day Count Fraction	The convention used for determining the number of days in each Interest Period, as specified in the applicable Final Terms

Dealer	Kvika banki hf., or any other institution appointed as such as set out in the applicable Final Terms.
Discount Yield	In relation to Bills, the meaning given in the applicable Final Terms.
Interest Payment Date	The due date(s) of interest payment(s), as specified in the applicable Final Terms
Interest Period	The period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date
Investor or Security Holder	The registered owners of the Securities issued under the Programme.
Issue Currency	The Currency in which the Securities are issued, as specified in the Final Terms
Issue Price	The price, generally expressed as a percentage of the nominal amount of the Securities, at which a Tranche of Securities will be issued.
Listing Agent	The Issuer, Kvika banki hf. or any other institution appointed as such as set out in the applicable Final Terms who manages and submits the application for admittance to trading of the Securities.
Maturity Date	The day on which all principal and/or interest must be repaid, as specified in the applicable Final Terms
Paying Agent	The Issuer, Kvika banki hf. or any other institution appointed as such as set out in the applicable Final Terms
Principal Amount Outstanding	The remaining amount of principal at each time and any other amount which is inherently principal
Principal Payment Date	The due date(s) of principal payment(s), as specified in the applicable Final Terms
Reference Interest Rate	The reference interest rate benchmark used to determine the variable interest rate, as specified in the applicable Final Terms
Relevant Screen Page	The page, section or other part of a particular information service specified in the relevant Final Terms for the purpose of displaying the Reference Interest Rate

Regulated Market	Means a multilateral system operated and/or managed by a market operator, which brings together or facilitates the bringing together of multiple third-party buying and selling interests in financial instruments, as defined in Article 4(1)(21) of Directive 2014/65/EU (MiFID II), as amended.
Security Holder Representative	A party responsible for representing Security Holders of the applicable Securities, as specified in the applicable Final Terms
Issue Denomination	In respect of a Series of Securities, the denomination or denominations of such Securities as specified in the applicable Final Terms.
Terms and Conditions or Conditions	The terms and conditions of the Securities.
Voting Securities	Voting Securities means the aggregate nominal amount of the total number of Securities not redeemed or otherwise deregistered in the applicable CSD less the Securities owned by the Issuer, any party who has decisive influence over the Issuer or any party over whom the Issuer has decisive influence.
Period	"Period" means, in relation to a Base Prospectus dated in 2026, the time span covering the financial years 2023, 2024, and 2025, together with the period in 2026 up to (and including) the date of the Base Prospectus. In general, the "Period" refers to the three financial years immediately preceding the year in which the Base Prospectus is dated, plus the period from the beginning of that year up to the date of the Base Prospectus.

3.2 Terms and Conditions of the Securities

Condition 1: Applicable for all Securities	**Form and payment format** Securities issued under the Programme are in uncertificated and dematerialised book entry form issued electronically in a Central Securities Depository, Nasdaq CSD Iceland, or any other CSD as decided by the Issuer and set out in the applicable Final Terms. The Calculation Agent, as specified in the applicable Final Terms, will carry out all calculation of payments in relation to the Securities. On each applicable Maturity Date payments of principal and any applicable additional payments as defined in the Final Terms will be made by the Paying Agent to the account operator where the registered owners of the Securities have an electronic securities account (an electronic securities account is understood as an account in the sense of Act no. 7/2020 on Central Securities Depositories, Settlement and Electronic Registration of Financial Instruments. (the **Act on Central Securities Depositories, Settlement and Electronic**

	Registration of Financial Instruments) or to the Security Holders themselves as shown in the relevant records of the Nasdaq CSD Iceland or any other CSD as decided by the Issuer and specified in the applicable Final Terms. If an Interest and/or Principal Payment Date falls on a day on which commercial banks and foreign exchange markets are not open for general business. Security Holders shall not be entitled to payment until the next following day on which commercial banks and foreign exchange markets settle payments and are open for general business (a banking day). Security Holders shall not be entitled to any interest or other payment in respect of any such delay.

Condition 2: Applicable for all Securities	**Denomination, currency and maturities** Securities may be issued are in whichever currency specified in the applicable Final Terms as the Issue Currency. Securities may be issued in whichever denominations decided by the Issuer and specified in the applicable Final Terms, save that the minimum denomination of each Security will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Issue Currency. Further, the Securities will have such maturities as decided by the Issuer and set out in the applicable Final Terms, save for Bills which will have a maximum final maturity of 13 months from the Issue Date.

Condition 3: Applicable for all Securities	**Prioritisation** The Securities are direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank pari passu among themselves and with all other obligations of the Issuer that have been provided the same priority (save for certain obligations required to be preferred by law, if any). Payment may therefore not be made to Security Holders in respect to a Series of Securities unless the same percentage is paid to all Security Holders of that particular Series.

Condition 4:	**Payments**
Condition 4.1	**Annuity Bonds**

Applicable if Securities have annuity payments and a fixed rate of interest	Payments of principal shall be made using an annuity method as specified in the Final Terms, which shall specify the number and frequency of instalments, the first Principal Payment Date and the Maturity Date.
Condition 4.1a: Applicable if Securities have **annuity payments** and **indexation** is applicable	The following equation shall be used for the calculation of principal payments on each Principal Payment Date: $$A = \frac{r(1+r)^{k-1}}{(1+r)^{n}-1} \times (h \times IR)$$ Where: A = the amount of each principal payment r = c / (number of Principal Payment Dates each year) c = base interest rate on the bonds h = the Principal Amount Outstanding n = total number of Principal Payment Dates k = number of principal payments paid on the Securities + 1 (k = 0 on the Issue Date, k = 1 on the first Principal Payment Date etc.). IR (index adjustment) = $\frac{\text{Value of index on the Principal Payment Date}}{\text{Base value of index}}$
Condition 4.1b: Applicable if Securities have **annuity payments** and indexation is **not** applicable	The following equation shall be used for the calculation of principal payments on each Principal Payment Date: $$A = \frac{r(1+r)^{k-1}}{(1+r)^{n}-1} \times h$$ Where: A = the amount of each principal payment r = c / (number of Principal Payment Dates each year) c = base interest rate on the bonds h = the Principal Amount Outstanding n = total number of Principal Payment Dates k = number of principal payments paid on the Securities + 1 (k = 0 on the Issue Date, k = 1 on the first Principal Payment Date etc.).
Condition 4.2	**Equal Principal Payment Bonds**

Applicable if Securities have equal principal payments or one payment of principal on the Maturity Date	Payments of principal shall be made in equal instalments as specified in the Final Terms, which shall specify the number and frequency of instalments, the first Principal Payment Date and the Maturity Date.
Condition 4.2a: Applicable if Securities have **equal principal payments** or **one payment of principal at the maturity date** and **indexation** is applicable	The following equation shall be used for the calculation of principal payments on each Principal Payment Date: $A = \frac{h}{n}$ x IR Where: A = the amount payable on each Principal Payment Date h = the Principal Amount Outstanding n = number of Principal Payment Dates IR (index adjustment) = $\frac{\text{Value of index on the Principal Payment Date}}{\text{Base value of index}}$
Condition 4.2b: Applicable if Securities have **equal principal payments** or **one payment of principal at the maturity date** and indexation is **not** applicable	The following equation shall be used for the calculation of principal payments on each Principal Payment Date: $A = \frac{h}{n}$ Where: A = the amount payable on each Principal Payment Date h = the Principal Amount Outstanding n = number of Principal Payment Dates

Condition 5:	**Prepayment authorisation**
Condition 5.1: Applicable if Securities allow prepayment	The Issuer may unilaterally advance payment of the Securities in part or in full, as specified in the applicable Final Terms

Condition 5.2: Applicable if Securities do not allow prepayment	The Issuer may not advance payment of the Securities before the Maturity Date without the consent of all Security Holders in the applicable Series of Securities.

Condition 6:	**Interest**
Condition 6.1: If stated as applicable in Final Terms	Payment of interest shall be in the manner specified in the Final Terms. If an Interest Payment Date falls on a day on which commercial banks and foreign exchange markets are not open for general business, payment shall be made the next day on which commercial banks and foreign exchange markets are open.
Condition 6.2: Applicable if Securities are Bills	Bills are sold at a discount yield, as set out in the applicable Final Terms for each tranche of Securities, in the form of a discount to their nominal amount and will not bear interest.
Condition 6.3: Applicable if Securities have a Fixed Interest Rate	A fixed annual rate of interest is paid of the Securities‘ Principal Amount Outstanding at each time, as specified in the applicable Final Terms. Interest shall be calculated in respect of the relevant Interest Period by applying the applicable rate of interest to the Principal Amount Outstanding and multiplying such sum by the applicable day count fraction as specified in the applicable Final Terms.
Condition 6.4: Applicable if Securities have a variable interest rate	A variable rate of interest is paid of the Securities‘ Principal Amount Outstanding at each time, as specified in the applicable Final Terms. The variable rate of interest is determined by the Reference Interest Rate stated in the Final Terms as well as the spread or deduction specified in the Final Terms. For each Interest Period, the value of the reference rate shall be determined on the Interest Determination Date as specified in the applicable Final Terms. Interest shall be calculated in respect of the relevant Interest Period by applying the applicable reference interest rate adjusted for the applicable spread or deduction to the Principal Amount Outstanding and multiplying such sum by the applicable day count fraction as specified in the applicable Final Terms.
Condition 6.5:	The calculation of interest shall be carried out in accordance with the day count fraction specified in the applicable Final Terms.

Applicable to all Securities	if Actual/365 (also Act/365) is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (i) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366, and (ii) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365); if Actual/365 (Fixed) is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365; if Actual/365 (Sterling) is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366; if Actual/360 is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360; if 30/360, 360/360 or bond basis is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months).
Condition 6.6: Applicable to all Securities	If payment is not made on the applicable due date, Maturity Date of the Securities, Security Holders may collect default interests on the amount payable, as published by the Central Bank of Iceland pursuant to Act No. 38/2001 on Interests and Indexation from the due date and until the date of actual payment.
Condition 7:	**Indexation**
Condition 7.1: If stated as applicable in Final Terms	The Securities are linked to the index stated in the applicable Final Terms, calculated using the base rate as set out in the applicable Final Terms
Condition 7.1a: If index is calculated **daily**	The index value of each maturity date is calculated by linear bridging between the values of the index which is valid in the month in which the relevant maturity date belongs to and the value of the indexation index for the following month. The following equation defines the calculation of each daily index value: $$V_d^* = V_M + \frac{d}{D}(V_{M+1} - V_M)$$ Where:

	M = the month to which the due date belongs d = number of days from the start date of month M until the due date, based on the day count fraction 30/360 D = number of days in month M, based on the 30/360 day count fraction Vd * = daily index on interest maturities VM = value of the indexation index in month M VM + 1 = value of the index next month after month M.
Condition 7.1b: If index is calculated **monthly**	The index value of each Principal Payment Date is the value of the index that is valid in the month in which the relevant due date belongs to.

Condition 8:	**General Obligations**
Condition 8.1: If stated as applicable in Final Terms	**Change of operations** The Issuer shall ensure that no major changes are made to the general activities and nature of the Issuer‘s operations from the Issue Date of the Securities until the Maturity Date
Condition 8.2: If stated as applicable in Final Terms	**Continuation of Nasdaq Iceland listing** The Issuer‘s share capital shall remain listed on the Nasdaq Iceland Main Market until the Maturity Date of the Securities
Condition 8.3: If stated as applicable in Final Terms	**Listing of Securities** The Securities are to be listed on the market stated in the applicable Final Terms within the timeframe specified in the applicable Final Terms and shall not be de-listed before their Maturity Date

Condition 9:	**Financial Covenants**
Condition 9.1: If stated as applicable in Final Terms	**Cash Flow Available for Debt Servicing (CFADS)** The Issuer shall maintain a CFADS ratio equal or higher to the ratio specified in the applicable Final Terms, as calculated at the end of any quarter as per issued financial statements. CFADS is calculated by taking Group EBITDA and subtracting capital expenditure and tax payments.

Condition 9.2: If stated as applicable in Final Terms	**Equity ratio** The Issuer shall maintain an equity ratio equal or higher to the ratio specified in the applicable Final Terms as calculated at the end of any quarter as per issued financial statements The equity ratio is calculated by dividing total shareholders' equity by the total assets of the company.
Condition 9.3: If stated as applicable in Final Terms	**Disposal of Assets** The Issuer shall not sell or otherwise dispose of its consolidated assets or rights which support ≥5% of his annual income. The aforementioned shall not be deemed to apply to the Issuer‘s sale of assets and rights related to inventory, where such sales are in line with the Issuer‘s regular operations as at the Issue Date of the Securities
Condition 9.4: If stated as applicable in Final Terms	**Test dates** The applicable financial covenants shall be tested according to the test frequency specified in the Final Terms and compliance confirmed by the Issuer to the Security Holder Representative by issuance of a confirmation certificate delivered to the Security Holder Representative on behalf of Security Holders.

Condition 10: If stated as applicable in Final Terms	**Events of default** The Issuer commits to comply with the following events of default, as applicable and specified in the applicable Final Terms for each Series of Securities:
Condition 10.1: If stated as applicable in Final Terms	**Deferred Payment** If payment of interest and/or principal has not been delivered within the rectification period, specified in the Final Terms and counted in days after the due date, given that the Security Holder has provided the Issuer, with reasonable notice, verifiable confirmation of their ownership of a custody account with a CSD account operator in Iceland together with a bank account linked with the aforementioned custody account.
Condition 10.2: If stated as applicable in Final Terms	**Default of financial obligations** If the Issuer defaults or fails to make any payment on any financial obligations, provided that the aggregate nominal amount of any single obligation is more or equal to the amount stated in the Final Terms (or its equivalent in any other currency) or collectively more or equal

	to the amount stated in the Final Terms (or its equivalent in any other currency) at the due date of the obligations, given that the Issuer has not delivered payment within the rectification period, specified in the Final Terms and counted in days after the due date. This does not apply if such non-compliance is due to the Issuer's justifiable objections to such a claim, given that appropriate defences are maintained.
Condition 10.3: If stated as applicable in Final Terms	**Special Conditions and covenants:** If the Issuer does not comply with: i) General obligations (if Condition 8, in part or in whole, is applicable to the Securities and specified in the Final Terms) ii) Financial covenants (if Condition 9, in part or in whole, is applicable to the Securities and specified in the Final Terms) Unless, a) Such non-compliance can be remedied; and b) The non-compliance is remedied withing the rectification period specified in the Final Terms, counted in days from the day that the Issuer becomes aware or is notified of the non-compliance, whichever comes sooner.
Condition 10.4: If stated as applicable in Final Terms	**In the event of non-compliance:** If an event of default occurs, as described above, Security Holders may request a meeting of security holders to decide whether the Securities shall be deemed due and payable. The meeting shall be held by the Issuer if a Security Holder Representative has not been appointed. If a Security Holder Representative has been appointed and becomes aware of an event of non-compliance, the representative is obliged to call a meeting of security holders, as is further described in section 11.5 An individual bondholder does not have a unilateral the right to declare their Securities due and payable. All acceleration authorizations listed in this Condition 10 are subject to Investors holding a minimum share of Voting Securities, as specified in the Final Terms, agreeing to declare the applicable Series of Securities due and payable during a meeting of securityholders. The Final Terms shall specify the minimum share of Voting Securities required for agreement and the timeframe within which a security holder meeting must be called.

Condition 11:	**Other Terms and Conditions**
Condition 11.1: If stated as applicable in Final Terms	**Representation of Security Holders** The Issuer shall in the Final Terms specify a party responsible for representing Security Holders of the applicable Securities, further information as applicable, contact information and means of contacting the Security Holder Representative and a website to access to the contracts relating to the representation. The Security Holder Representative convenes meetings of all applicable Security Holders, following a request from a Security Holder(s) and shall always convene meetings with a minimum notice of 7 days. Security Holder Representative 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. If trading has not started on the Securities, this information shall be sent to Security Holders though the intermediary of CSD system account operators.
Condition 11.2: If stated as applicable in Final Terms	**Alteration of Terms** The Issuer may request an alteration to the Terms of the Securities. All changes to the Terms and Conditions are subject to Investors holding a minimum share of Voting Securities, as specified in the Final Terms, agreeing to the alteration in a legally called meeting of Security Holders. as per Condition 11.5 The Issuer shall notify the applicable CSD and of any alterations to the terms of the bond issue and meeting documents and all results shall be published through the Nasdaq Iceland newsfeed or through CSD system account operators as applicable.
Condition 11.3: If stated as applicable in Final Terms	**Permission to purchase own Securities** The Issuer may purchase the Securities, in part or in full, on the aftermarket. The Issuer, and any person associated with or related to the Issuer, may at any time purchase the Securities, in part or in full, at any price. Securities purchased under this Condition 11.3 may be held, resold or cancelled at the discretion of the purchaser.
Condition 11.4: If stated as applicable in Final Terms	**Limitation Period** The limitation period for claims pursuant to the Securities is ten years in the case of principal and 4 years in the case of interest from the due date, in accordance with Paragraph 1, Article 5 of Act no. 150/2007 on the limitation periods for claims. The limitation period for claims of interests and price level adjustments is four years from the due date in accordance with Article 3 of the same act.

Condition 11.5: If stated as applicable in Final Terms	**Notice of Default** The Issuer shall notify Security Holders of any event of default as per the Terms and Conditions of the Securities. The Issuer shall publish a notice in the reporting system of Nasdaq Iceland or any other applicable market as specified in the Final Terms, if the Securities have been accepted for trading. If the Securities are unlisted the Issuer shall submit such a notice to the applicable CSD as stated in the Final Terms, which will transmit the information to Security Holders. If a Security Holder Representative has been appointed for the Securities, the Issuer shall notify the Security Holder Representative of any events of default (and any actions taken in order to remedy them, if applicable) as soon as possible.
Condition 11.6: Applicable to all Securities	**Meetings of Security Holders** If a Security Holder Representative has not been appointed, The Issuer may convene meetings of the Security Holders to consider any matter affecting their interests, including sanctioning by a majority of votes a modification of the Securities. Such a meeting may be convened by the Issuer or by Investors holding not less than 10% of Voting Securities. Meetings of Security Holders shall be convened within 30 days of a request by Investors holding not less than 10% of Voting Securities and must always be convened with a minimum notice of 7 days via notice to the Nasdaq Iceland newsfeed. If trading has not started on the Securities, this information shall be sent to Security Holders though the intermediary of CSD system account operators. Similarly, meeting documents and results shall be published through the Nasdaq Iceland newsfeed or through CSD system account operators as applicable.
Condition 11.7: Applicable to all Securities	**Access to information** The Issuer, Paying Agent and the Security Holder's Representative are permitted to obtain and receive information about the registered Security Holders at any given time from a Central Securities Depository and any relevant CSD system account operator which each Security Holder has entrusted the custody of the applicable Securities.
Condition 11.8:	**Transfer**

Applicable to all Securities	There are no restrictions on the transfer of Securities issued under the Programme. However, the Securities can only be transferred to named parties, and only account operators, as they are defined in Act no. 7/2020 on Central Securities Depositories, Settlement and Electronic Registration of Financial Instruments, are permitted to act as intermediaries in the transfer of their ownership. The registration of electronic security certificates in a CSD system grants their owners legal authority to the rights for which they are registered.
Condition 11.9 Applicable to all Securities	**Laws governing the issuance of the Securities** The Securities are issued in accordance with applicable Icelandic law, including Act no. 93/1993 on Bills, where applicable. The electronic issuance and registration of the Securities are governed by Act no. 7/2020 on Central Securities Depositories, Settlement and Electronic Registration of Financial Instruments. Act no. 115/2021 on Markets for Financial Instruments also applies, where relevant. Act no. 38/2001 on Interest and Indexation and Act no. 150/2007 on the Limitation Periods for Claims apply as appropriate. The Securities are otherwise subject to Icelandic law.
Condition 11.10 Applicable to all Securities	**Taxation** The issuance is electronically registered with Nasdaq CSD Iceland. The custodian of the relevant Securities must calculate and withhold withholding tax on capital gains. Prospective investors should note that the tax legislation of the Investor‘s Member State and of the Issuer‘s country of incorporation may have an impact on the income received from the Securities.
Condition 11.11 Applicable to all Securities	**Notices** All notices regarding the Securities will be valid if published in a manner which complies with the rules and regulations of the relevant act which apply to publicly listed securities and/or any stock exchange and/or any other relevant authority on which the Securities are for the time being listed or by which they have been admitted to trading. Any such notice will be deemed to have been given on the date of the first publication. The Issuer can additionally at its own discretion obtain information from the Nasdaq CSD Iceland or any other clearing system as decided by the Issuer, on the Security Holders in order to send notices to each Security Holder directly. Notices given by Security Holders shall be in writing and given by lodging the same, together with the relevant Security or Securities.
Condition 11.12:	**Rights attached to the Securities**

Applicable to all Securities	No rights are attached to the Securities.
Condition 11.13 Applicable to all Securities	**Disputes** The Securities are subject to Icelandic law. Litigation arising from this bond issue may be conducted in the District Court of Reykjavík according to the provisions of Chapter XVII of Act no. 91/1991 on Civil Procedure.

4 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.

[Date]

[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. [specify further target market criteria] [specify negative target market, if applicable.] 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.]

[**MiFID II Product Governance / Eligible Counterparties, Professional Clients and Retail Clients 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, professional clients and retail clients, each as defined in Directive 2014/65/EU (as amended, "MiFID II"), and [(ii) all channels for distribution of the [Securities] are appropriate[, including investment advice, portfolio management, non-advised

services and execution-only]] [(ii) the following channels for distribution of the Securities are appropriate: investment advice [,] [and] portfolio management [,] [and] [non-advised services] [and execution-only]] [(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Securities to retail clients are appropriate: investment advice [,] [and] portfolio management [,] [and] [no advised services] [and execution-only] [, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]. [specify further target market criteria] [specify negative target market, if applicable]] 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.]

[Date]

Final Terms

[Ticker]

Issued by Iceland Seafood International hf. (LEI: 254900CJS0OI5B8GO668) under the ISK 9,000,000,000 Debt Issuance Programme on [Issue date]

Tranche number [Tranche] of Series number [number of Series]
issued under the 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 23 November 2026 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.icelandseafood.com and at the office of the Issuer at Köllunarklettsvegur 2, 104 Reykjavík, Iceland.

1. Form, Denomination and Currency

a) Issue Denomination	[ ]
b) Issue Currency	[ ]
c) Aggregate nominal amount	
i. Tranche	[ ]
ii. Series	[ ]
d) Issue Price	[ ]% of the Aggregate Nominal Amount of the Tranche [plus accrued interest from [*insert date*] (*if applicable*)]
e) Clearing System	The Securities are electronically registered with the [Nasdaq CSD Iceland/*specify other*]
f) Calculation Agent	[Issuer/Specify other (name and address)]
g) Paying Agent	[Issuer/Specify other (name and address)]
h) Approval for the Issuance of the Securities:	[The Securities are issued on the basis of an approval of the Issuer's board of directors dated [ ]/*Specify other*]

2. Payments

a) Redemption/Payment basis:	[Subject to any purchase or cancellation or early redemption, the Securities will be redeemed on the Maturity Date at [ ] per cent. of their nominal amount] [Annuity Securities, Condition 4.1 and [4.1a/4.1b] applies to the calculation and arrangement of payments of the principal amount outstanding] [Equal Principal Payment Bonds, Condition 4.2 and [4.2a/4.2b] applies to the calculation and arrangement of payments of the principal amount outstanding]
b) Total number of Principal Payment Dates:	[ ]
c) Principal Payment Date(s):	[The [ ] day(s) in [each month/the month(s) of [ ]] in each year up to and including the Maturity Date / *Specify other*]
d) First Principal Payment Date:	[ ]
e) Maturity Date:	[ ]

3. Prepayment

a) Prepayment:	[Condition 5.2 applies, the Issuer may not advance payment of the Securities before their maturity/ Condition 5.1 applies. the Issuer may advance payment of the Securities under the following restrictions] *(If not Issuer may not advance payment, delete the remaining subparagraphs of this paragraph)*
b) Optional Prepayment dates	[Each Principal Payment Date/*Specify other*]
c) Minimum prepayment amount	[[ ] [on each Principal Payment Date/during the lifetime of the Securities]/*Specify other*]
d) Maximum prepayment amount	[[ ] [on each Principal Payment Date/during the lifetime of the Securities]/*Specify other*]
e) Prepayment penalty	[[ ]% of the amount advanced, in excess of the contractual interest and principal payment/*Specify other*]
f) Notice Period (if other than as set out in the Terms and Conditions):	[[ ]/Not Applicable]

4. Interest basis

a) Bills sold at a discount	[Conditions 6.1 and 6.2 apply, Bills sold at a discount/Not Applicable] *(If not applicable, delete the remaining subparagraphs of this paragraph)*
i. Discount Yield	[ ]% per annum equivalent to [ ]% simple interest
ii. Reference Price	[Issue Price/*specify other*]
b) Fixed Interest	[Conditions 6.1 and 6.3 apply, fixed interest rate of [ ]% per annum/ Not Applicable]
c) Variable Interest	[Conditions 6.1 and 6.4 apply /Not Applicable] *(If not applicable, delete the remaining subparagraphs of this paragraph)*
i. Reference Interest Rate	[ ]
ii. Margin	[[+/-] %]
iii. Interest Determination Date	[Two business days prior to the start of each Interest Period/*Specify other*]
iv. Relevant Screen Page	[ ]
v. Change of Reference Interest Rate	[[In the event that the Reference Interest Rate were discontinued or otherwise unavailable the rate of interest of the Securities which reference such Reference Interest Rate will be determined for the period by: i) reference to a rate which the Central Bank of Iceland determined is a successor to or replacement of the Reference Interest Rate ii) in the absence of the Central Bank of Iceland's determination of a successor to or replacement of the Reference Interest Rate, reference to a rate an independent adviser determines is a successor to or replacement of the Reference Interest 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.] [*Specify other*]]

d) Interest Payment Date(s):	[The [ ] day(s) in [each month/the month(s) of [ ]] in each year up to and including the Maturity Date / *Specify other*/Not Applicable]
e) Interest Commencement Date	[[ ]/Not Applicable]
f) First Interest Payment Date:	[[ ]/Not Applicable]
g) Total number of Interest Payment Dates	[[ ]/Not Applicable]
h) Day Count Fraction	[[ ]/Not Applicable]

5. Indexation

a) Indexation:	[The Securities are indexed, Condition 7.1[a/b] applies/Not Applicable] *(If not applicable, delete the remaining subparagraphs of this paragraph)*
i. Base Index	[*Specify Index*] calculated [daily/monthly]
ii. Base Value	[*value*], being the value of the [*Specify Index*] on [*date*]

6. General Obligations

a) Applicable Terms	[Not Applicable/ [Change of operations, Condition 8.1 applies] [Continuation of listing, Condition 8.2 applies] [Listing of Securities, Condition 8.3 applies. *Securities shall be listed on the [market] within [ ] months from the Issue date*]]

7. Financial Covenants

a) Applicable Terms	[Not Applicable/ [CFADS, Condition 9.1 applies *The Issuer shall maintain a CFADS ratio of ≥ [ ]%*] [Equity Ratio, Condition 9.2 applies

The Issuer shall maintain as equity ratio of ≥ [ ]%]

[Disposal of assets, Condition 9.3 applies]

[Test dates, Condition 9.4 applies

Testing days are as follows [specify]]]

8. Events of Default

a) Applicable Terms

[Not Applicable/

[Events of Default, Condition 10 applies]

[Deferred Payment, Condition 10.1 applies

Rectification period [ ] [banking] days]

[Default of financial obligations, Condition 10.2 applies

Minimum amount of a single obligation ≥ [ ]

Minimum collective amount of obligations ≥ [ ]

Rectification period [ ] [banking] days]

[Special Conditions and covenants, Condition 10.3 applies

Rectification period [ ] [banking] days]

[In the event of non-compliance, Condition 10.4 applies

Meeting of Security Holders shall be held within [ ] days from the day the Issuer receives a request to that effect from a Security Holder or the day that the Issuer becomes aware or is notified of non-compliance, whichever comes first.

Investors holding a minimum share of [ ]% of Voting Securities must agree to declare the applicable Series of Securities due and payable as the Issuer has breached Condition 10.1 Deferred Payment

Investors holding a minimum share of [ ]% of Voting Securities must agree to declare the applicable Series of Securities due and payable as the Issuer has breached Condition 10.2 Default of financial obligations

Investors holding a minimum share of [ ]% of Voting Securities must agree to declare the applicable Series of Securities due and payable as the Issuer has breached Condition 10.3 Special conditions and covenants]]

9. Other Conditions

a) Applicable Terms	[Not Applicable/ [Representation of Security Holders, Condition 11.1 applies *Name. address and contact information of Representatives of Security Holders, website where the public may have free access to the contracts relating to the representation*] [Alteration of Terms, Condition 11.2 applies *[ ]% share of Voting Securities is required for to agree a change in the Terms of the Securities.* *[ ]% share of Voting Securities required for changes in Terms regarding final settlement amounts and payments of interest and/or principal*] [Purchase of Securities, Condition 11.3 applies] [Limitation Period, Condition 11.4 applies] [Notice of Default, Condition 11.5 applies]]

10. General Provisions appliable to the Securities

a)	Additional Financial Centre(s) or other special provisions relating to Payment Days:	[Not Applicable/give details] (*Note that this item relates to the place of payment and not Interest Period end dates)*
b)	Other Final Terms:	[Not Applicable/ *Specify other*] *(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 supplements to the Base Prospectus under Article 23 of the Prospectus Regulation)*
c)	Method of Distribution:	[Syndicated/non-syndicated]
i.	If syndicated, names of Managers:	[Not Applicable/*give names*]
ii.	Stabilizing Manager (if any):	[Not Applicable/*give names*]
iii.	If non-syndicated, name of relevant Dealer:	[Kvika banki hf., Katrínartúni 2, 105 Reykjavík, Iceland. LEI: 254900WR3I1Z9NPC7D84/*Specify other*]
d)	Additional selling restrictions:	

PART B: OTHER INFORMATION

1. Listing and admission to trading

a)	Admission to trading	[Application has been made for the Securities to be admitted to trading on [Nasdaq Iceland/*specify other*] with effect from [ ]/]
b)	Type of Securities to be listed	[Bills/Bonds/*Specify other*]
c)	Nominal value of Securities to be admitted to trading:	[ ]
d)	Estimate of total expenses related to admission to trading	[ ]
e)	Markets where securities of the same class are already admitted to trading	[Nasdaq Iceland/*specify other*/None]
f)	Listing Agent	[Kvika banki hf., Katrínartúni 2, 105 Reykjavík, Iceland. LEI: 254900WR3I1Z9NPC7D84*/(specify other)*]
g)	Advisors in relation to the issuance	[Official name of advisor and role/ Not applicable]

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

[Save for any fees payable to the [Managers/Dealer/Advisor], so far as the Issuer is aware, no person involved in the issue of the Securities has an interest material to the issue./*Specify Other*]

(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation.)

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

Use of proceeds:	[For general funding purposes of the Issuer] [*Specify other*]
Estimated net proceeds:	**[ ]**
Estimated total expenses:	**[ ]**

4. Yield *(Fixed Rate Bonds only)*

Indication of yield:	[ ]% per annum *(Note: The yield is calculated as on the Issue Date on the basis of the Issue Price. It is not an indication of future yield.)*

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

[Not Applicable/Details of historic [*insert applicable Reference Rate*] rates can be obtained from [*Give details*].]

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

[Not Applicable/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 [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. Operational Information

a)	ISIN Code	**[ ]**
b)	Common Code	**[ ]**
c)	CFI	[ ]
d)	FISN	[ ]
e)	Delivery	Delivery [against/free of] payment
f)	Intended to be held in a manner which would allow Euro system eligibility:	[Yes/No] [*Note that the designation "yes" simply means that the Securities are intended upon issue to be*

		deposited with one of the international CSD's as common safekeeper and does not necessarily mean that the Securities 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 Bonds must be issued in NGN form.]

8. Operational Information

a)	Credit rating Where applicable, the credit rating shall be specified and a brief explanation of the meaning of the credit rating shall be provided:	*[Not applicable] / [The creditworthiness of the bonds/commercial papers to be issued has been assessed by [name of rating agency]. The assigned credit rating is [insert rating] and its meaning is [provide explanation]]*

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 authorized

5 SELLING RESTRICTIONS

Should certain Securities constitute 'packaged retail investment products' under the PRIIPs Regulation such Securities may not be offered, sold or otherwise made available to any retail investor in the EEA or the United Kingdom or in Iceland (following transposition of the PRIIPs Regulation), unless a key information document required under the PRIIPs Regulation has been prepared for the Security in question.

This Base Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Securities in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The Base Prospectus nor any advertisement or other offering material may not be distributed or published in any jurisdiction where such distribution would require any additional prospectus, registration or measures other than those required under Icelandic law and regulations, or otherwise conflict with regulations in such jurisdiction. Likewise, no Securities may be offered or sold, directly or indirectly in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any Securities may come must inform themselves about and observe any such restrictions on the distribution of this Base Prospectus and the offering and sale of Securities. The Issuer does not accept any legal responsibility for any violation by any person, whether or not a prospective purchaser of the Securities is aware of such restrictions. In particular, this Base Prospectus may not be sent to any person in the United States, Australia, Canada, Japan, Hong Kong, South Africa, Singapore or any other jurisdiction in which it would not be permissible to deliver the Securities and the Securities may not be offered, sold, resold, transferred or delivered, directly or indirectly, in or into any of these countries

United States

The Securities have not been and will not be registered under the U.S. Securities Act of 1933, as amended, and are subject to U.S. tax law requirements. Subject to certain exceptions, the Securities may not be offered, sold or delivered within the United States or to a U.S. person.

The Issuer and any applicable Dealers reserve the right to reject any offer to purchase the Securities, in whole or in part, for any reason. This Base Prospectus does not constitute an offer to any person in the United States. Distribution of this Base Prospectus by any non-U.S. person outside the United States to any U.S. person or to any other per son within the United States, is unauthorised and any disclosure without the prior written consent of the Issuer of any of its contents to any such U.S. person or other person within the United States, is prohibited.

EEA and United Kingdom

Prohibition of Sales to EEA and United Kingdom Retail Investors

The Issuer and any Dealers appointed under the Programme will be required to represent and agree, that they have not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Securities which are the subject of the offering contemplated by this Base Prospectus as completed by the final terms in relation thereto to any retail investor in the European Economic Area or in the United Kingdom. For the purposes of this provision:

a. the expression **retail investor** means a person who is one (or more) of the following:

i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); or

ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or

iii) not a qualified investor as defined in the Prospectus Regulation; and

b. the expression **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities.

Further, in relation to the United Kingdom, the Issuer and any Dealers appointed under the Programme will be required to represent and agree, that:

(a) in relation to any Securities which have 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 Securities other than to persons 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 who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Securities would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (the "FSMA") by the Issuer;

(b) 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 Securities in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and

(c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Securities in, from or otherwise involving the United Kingdom

General

These selling restrictions may be modified by the agreement of the Issuer and any Dealers appointed under the Programme following a change in a relevant law, regulation or directive. Any such modification will be set out in the Final Terms issued in respect of the issue of Securities to which it relates or in a supplement to this Base Prospectus.

No representation is made that any action has been taken in any jurisdiction that would permit a public offering of any of Securities, or possession or distribution of the Base Prospectus or any other offering material or any Final Terms, in any country or jurisdiction where action for that purpose is required.

The Issuer and any Dealers appointed under the Programme have and will agree that they shall, to the best of their knowledge, comply with all relevant laws, regulations and directives in each jurisdiction in which they purchase, offer, sell or deliver Securities or have in their possession or distribute the Base Prospectus, any other offering material or any Final Terms therefore in all cases at their own expense.

6 IMPORTANT INFORMATION

6.1 Notice to investors

This Base Prospectus has been prepared in accordance with the Prospectus Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 (the **Prospectus Regulation**) as implemented in Iceland by Act no. 14/2020, the Commission Delegated Regulation (EU) 2019/980 as implemented in Iceland and Act no. 115/2021 on Markets for Financial Instruments (the "Act on Markets for Financial Instruments").This Base Prospectus has been approved by the FSA, as competent authority under Regulation (EU) 2017/1129. The FSA only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or of the quality of the Securities issued under this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the Securities.

Following transposition of Directive 2014/65/EU on Markets in Financial Instruments (**MiFID II**) into Icelandic law, the Final Terms applicable to any Security may include a legend entitled "MiFID II Product Governance" which will outline the target market assessment in respect of the Securities and which channels for distribution of the Securities is appropriate. Any person subsequently offering, selling or recommending the Securities (a **Distributor**) should take into consideration the Issuer'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 Issuer's target market assessment) and adopting and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID II Product Governance rules under Commission Delegated Directive (EU) 2017/593 (the **MiFID II Product Governance Rules**), any dealer purchasing any Securities is a manufacturer in respect of such Securities, but otherwise neither the dealers nor any of their affiliates will be a manufacturer for the purpose of the MiFID II Product Governance Rules.

Should certain Securities constitute 'packaged retail investment products' under Regulation (EU) 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products as amended (the **PRIIPs Regulation**) such Securities may not be offered, sold or otherwise made available to any retail investor in the EEA or the United Kingdom or in Iceland (following transposition of the PRIIPs Regulation), unless a key information document required under the PRIIPs Regulation has been prepared for the Security in question.

This Base Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Securities in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The Base Prospectus nor any advertisement or other offering material may not be distributed or published in any jurisdiction where such distribution would require any additional prospectus, registration or measures other than those required under Icelandic law and regulations, or otherwise conflict with regulations in such jurisdiction. Likewise, no Securities may be offered or sold, directly or indirectly in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations.

Persons into whose possession this Base Prospectus or any Securities may come, must inform themselves about and observe any such restrictions on the distribution of this Base Prospectus and the offering and sale of Securities. The Issuer does not accept any legal responsibility for any violation by any person, whether or not a prospective purchaser of the Securities is aware of such restrictions. In particular, this Base Prospectus may not be sent to any person in the United States, Australia, Canada, Japan, Hong Kong, South Africa, Singapore or any other jurisdiction in which it would not be permissible to deliver the Securities and the Securities may not be offered, sold, resold, transferred or delivered, directly or indirectly, in or into any of these countries (see chapter *Selling Restrictions*).

This Base Prospectus has been prepared to provide clear and thorough information on the Issuer. Investors are encouraged to acquaint themselves thoroughly with this Base Prospectus. They are advised to pay particular attention to the section entitled Risk Factors. This Base Prospectus should by no means be viewed or construed as a promise by the Issuer or other parties of future success either in operations or return on investments. Investors are reminded that investing in securities entails risk, as the decision to invest is based on expectations and not promises. Investors must rely primarily on their own judgement regarding any decision to invest in the Issuer's Securities, bearing in mind, inter alia, the business environment in which it operates in, anticipated profits, external conditions and the risk inherent in the investment itself. Prospective investors are advised to contact experts, such as licensed financial institutions, to assist them in their assessment of the Securities as an investment option. Investors are advised to consider their legal status, including taxation issues that may concern the purchase or sale of the Securities and seek external and independent advice in that respect.

The information contained in this Base Prospectus is based on information currently available. The Issuer will, as deemed necessary, supplement this Base Prospectus with updated information pursuant to Article 23 of the Prospectus Regulation. Otherwise, neither the delivery of this Base Prospectus nor the offering, sale or delivery of any Securities shall in any circumstances imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. Forward-looking statements made in this Base Prospectus involve known and unknown risks, uncertainties and other important factors that could cause the actual results, performance or achievements to differ materially from any future results, performance or achievements expressed or implied by such forward looking statements.

Neither this Base Prospectus nor any other information supplied in connection with the Programme or any Securities (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation by the Issuer, that any recipient of this Base Prospectus or any other information supplied in connection with the Programme or any Securities, should purchase any Securities. Each investor contemplating purchasing any Securities should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness of the Issuer. Neither the Base Prospectus nor any other information supplied in connection with the Programme or the issue of any Securities constitutes an offer or invitation by or on behalf of the Issuer to any person to subscribe for or to purchase any Securities.

No person is or has been authorised by the Issuer to give any information or to make any representation of information not contained in or not consistent with this Base Prospectus or any other information supplied in connection with the Programme or the Securities and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer.

The Securities are governed by Icelandic law and any disputes arising in relation to the Securities shall be settled exclusively by Icelandic courts in accordance with Icelandic law.

This Base Prospectus may only be used for the purposes for which it has been published.

6.2 Authorisation and size of the Programme

The Securities are issued on the basis of an approval of the Issuer's board of directors dated 19 April 2021.

The maximum aggregate nominal amount of all Securities from time to time outstanding under the Programme will not exceed ISK 9,000,000,000, or its equivalence in other currencies, subject to increase. An increase in the size of the Programme is subject to an authorisation of the Issuer's Board of Directors.

For the purpose of calculating the ISK equivalent of the aggregate nominal amount of Securities issued under the programme from time to time:

a) the ISK equivalent of Securities denominated in another Issue Currency than ISK (as specified in the applicable Final Terms in relation to the Securities) the ISK equivalent Securities shall be determined, at the discretion of the Issuer, either as of the date on which agreement is reached for the issue of Securities or on the preceding day on which commercial banks and foreign exchange markets are open for general business in Iceland, in each case on the basis of the spot rate for the sale of the ISK against purchase of such Issue Currency in the foreign exchange market quoted by any bank selected by the Issuer on the relevant day of calculation;

b) Subject to any existing legal or regulatory restrictions in Iceland, the ISK equivalent of Securities adjusted for inflation shall be calculated in the manner specified above by reference to the original nominal amount issued of such Securities.

c) the ISK equivalent of Bills, Securities with one payment on the Maturity Date (as specified in the applicable Final Terms in relation to the relevant Securities) and other Securities issued at a discount or a premium shall be calculated in the manner specified above by reference to the net proceeds received by the Issuer for the relevant issue.

6.3 Statement of persons responsible, on behalf of the Issuer

Iceland Seafood and the Board of Directors hereby declare, on behalf of the Issuer, that, having taken all reasonable care to ensure that such is the case, the information in this Base Prospectus, to the best of Iceland Seafood's and the Board of Directors' knowledge, in accordance with the facts and contains no omission likely to affect its import.

Reykjavík, 23 November 2026

For and on behalf of Iceland Seafood	For and on behalf of Iceland Seafood
Ægir Páll Friðbertsson CEO of Iceland Seafood	Birna Einarsdóttir Chairman of the Board of Directors

6.4 Statutory Auditor

The Issuer's audit firm is Deloitte ehf., reg. no. 521098-2449, Dalvegi 30, 201 Kópavogur, Iceland (hereafter "Deloitte"). The Issuer's auditor is Heiðar Þór Karlsson, State Authorised Public Accountant and member of the Institute of State Authorised Public Accountants in Iceland. Deloitte have been the Issuer's auditors for over sixteen years.

Deloitte has audited the consolidated financial statements of the Issuer for the years ended 31 December 2025, 2024, and 2023 and reviewed the interim financial statements for the six months ended 30 June 2026, 2025, and 2024. The auditor's report in the Consolidated Financial Statements of the Issuer for 2025, 2024 and 2023 and the review reports for the periods ended 30 June 2026, 2025, and 2024 were signed with an unmodified opinion.

6.5 Advisors

Kvika is Iceland Seafood's advisor in relation to the preparation of this Base Prospectus. Kvika has prepared the Prospectus in close co-operation with the Issuer's management, based on information provided by the Issuer. Kvika has not independently verified the information contained in the Prospectus. Additionally, Kvika might act as Iceland Seafood's advisor and/or Dealer in regard to arranging the sale of Securities issued under the Programme to investors and the completion of all applicable documentation, if specified in the applicable Final Terms.

6.6 Information incorporated by reference

This Base Prospectus is to be read in conjunction with all documents which are deemed to be incorporated herein by reference. This Base Prospectus shall be read and construed on the basis that such documents are incorporated and form part of the Base Prospectus. The following information shall be incorporated by reference in, and form a part of this Base Prospectus and will remain available for at least 10 years after the publication of the Base Prospectus:

Iceland Seafood's unaudited consolidated financial statements for the period ended 30.6.2026:

https://www.globenewswire.com/news-release/2026/08/26/3351572/0/en/iceland-seafood-international-hf-1h-2026-results-and-investors-presentation.html

Iceland Seafood's audited consolidated financial statements for the year ended 31.12.2025, together with the audit report thereon:

https://www.globenewswire.com/news-release/2026/02/26/3245801/0/en/Iceland-Seafood-International-hf-Consolidated-Financial-Statements-2025.html

Iceland Seafood's unaudited consolidated financial statements for the period ended 30.6.2025:

https://ml-eu.globenewswire.com/Resource/Download/8c1bb155-c13c-4a65-bc20-eb939a620fc3

Iceland Seafood's audited consolidated financial statements for the year ended 31.12.2024, together with the audit report thereon:

https://ml-eu.globenewswire.com/Resource/Download/e26c4165-99cd-4c47-9f6b-f953e911397a

Iceland Seafood's unaudited consolidated financial statements for the period ended 30.6.2024:

https://ml-eu.globenewswire.com/Resource/Download/da51b13a-25b2-446c-b7b7-2ca496829649

Iceland Seafood's audited consolidated financial statements for the year ended 31.12.2023, together with the audit report thereon:

https://ml-eu.globenewswire.com/Resource/Download/52513252-5818-4ed5-9637-7b596a0ba21a

6.7 Documents on display

For 12 months from the date of the publication of the Base Prospectus, the following documents are available for viewing at the registered office of the Issuer, and/or electronically on the Issuer's website, https://icelandseafood.com/investors/governance/ and https://icelandseafood.com/investors/reports/:

- The Base Prospectus, dated 23 November 2026, any final terms and any supplements thereto as applicable
- The Issuer's Articles of Association
- The Issuer's reviewed consolidated interim financial statements for the six months ended 30 June 2026, 2025, and 2024
- The Issuer's audited consolidated financial statements for the years ended 31 December 2025, 2024, and 2023

6.8 Third Party Information

Where third party information has been used in the Prospectus, the information has been accurately reproduced, and the source of such information has been identified. As far as the Issuer is aware and able to ascertain from information published by those third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading.

When third party information has been used in the Prospectus, it has been on the basis of publicly available information which is cited in footnotes where applicable.

6.9 Listing, Validity and Access to Information

The Base Prospectus is dated 23 November 2026 and is valid for 12 months from the date of the publication.

Series of Securities issued under the Programme have been admitted to trading on the Regulated Market of the Nasdaq Iceland. Generally, an application will be submitted to Nasdaq Iceland for Securities issued under the Programme to be admitted to trading on the aforementioned market and references in this Base Prospectus to Securities being listed (and all related references) shall mean that such Securities have been admitted to trading on the regulated market of the Nasdaq Iceland unless otherwise specified. The Issuer may list the Securities on additional regulated markets, further, the Issuer may choose to forego listing. A statement on whether an application has been made to have the Securities listed on a regulated market will be included in the applicable Final Terms. The Securities will be delisted after their Maturity Date, unless otherwise notified by the Issuer.

This Base Prospectus and copies of Final Terms relating to the Securities which are admitted to trading on a regulated market will be available on the website of the Issuer, www.icelandseafood.com. Investors can request printed copies of the Base Prospectus, free of charge, at the Issuer's registered office at Köllunarklettsvegur 2, 104 Reykjavík, Iceland.

Supplements to the Base Prospectus

Following the publication of this Base Prospectus one or more supplements may be prepared by the Issuer and approved by the FSA in accordance with Article 23 of the Prospectus Regulation. Statements contained in any such supplements (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

In the event of any significant factor arising or any material mistake or accuracy relating to the information included in this Base Prospectus which is capable of affecting the assessment of any Securities or any change in the condition of the Issuer which is material in the context of the Programme or the issue of Securities, the Issuer will prepare and publish a supplement to this Base Prospectus or publish a new prospectus for use in connection with any subsequent issue of Securities.

7 THE ISSUER

According to Article 3 of the Issuer's Articles of Association dated 24 mars 2026, the objective of the Issuer is to be a holding company for shares in other companies, and to export seafood and seafood products, real estate management, and other similar operations.

7.1 About the Issuer

Legal name:	Iceland Seafood International hf.
Commercial name:	Iceland Seafood International
Address:	Köllunarklettsvegur 2, 104 Reykjavík
Reg. No.:	611088-1329
Legal form:	A public limited company established under the Act on Public Limited Companies
Domicile:	Iceland
Date of incorporation:	19 October 1988
Ticker symbol with Nasdaq Iceland:	ICESEA
ISIN-number:	IS0000026961
LEI:	254900CJS0OI5B8GO668
Website:	www.icelandseafood.com[4]
E-mail:	info@icelandseafood.is
Phone number:	+ 354 550 8000

7.2 History and Development

Iceland Seafood is a worldwide sales, production and marketing group for a variety of frozen, fresh, salted, dried, smoked and value-added seafood. The Issuer's headquarters are in Iceland with three operating divisions incorporating twelve subsidiaries in Northern and Southern Europe and North and South America. The Issuer is the descendant of three Icelandic associations, The Union of Icelandic Fish Producers (SIF), founded in 1932, the Herring Board, founded in 1935, and the Seafood Division of Samband of Iceland, founded in 1957.

Iceland Seafood is a respected industry leading supplier of North Atlantic fish and seafood and a leading service provider in its markets. Iceland Seafood is one of the largest exporters of fish products from Iceland and a key processor of high-quality seafood in the Spanish and Irish markets.

In 2017 the Issuer reached an agreement with the founders and owners of Oceanpath Ltd, the leading fresh fish supplier to retailers in the Republic of Ireland, to purchase a 67% share in

[4] Information on the website does not form part of the Base Prospectus unless that information is incorporated by reference into the document.

Oceanpath with local management retaining the remaining 33%. The acquisition was finalised in March 2018.

In September 2018 Iceland Seafood completed the acquisition of Solo Seafood ehf, the holding company for Icelandic Freezing Plants Iberica SAU (**Icelandic Iberica**) in Spain. Icelandic Iberica consists of the parent company Icelandic Iberica and subsidiaries Elaboración de Congelados Málaga S.A (**Ecomsa**) in Spain an Achernar in Argentina. The previous owners of Solo Seafood are industry specialists and producers who all received shares in Iceland Seafood in return for their shares in Solo Seafood. The acquisition was a significant strategic step for the Issuer, in which major seafood players joined Iceland Seafood's shareholding group, creating an integrated supply chain through to the end customer. Icelandic Iberica has since been merged with Iceland Seafood's other operations in Spain, creating a strong integrated company in the Southern European market.

In October 2019 Iceland Seafood was listed on the Nasdaq Iceland main market, having previously been listed on the Nasdaq Iceland First North.

In 2020 Iceland Seafood completed the purchase of Elba seafood ehf., a great addition to well positioned Southern European operation and announced the sale of its Málaga based subsidiary Ecomsa. In the same year, the Issuer acquired the remaining minority stakes in subsidiaries Havelok and Oceanpath, a 33% share in each respectively, and announced the merger of its two subsidiaries in the UK, Iceland Seafood Barraclough and Havelok under the name Iceland Seafood UK as well as an investment in processing and cold store capacity to support the merged entity's operations.

Further, in November 2020 the Issuer's subsidiary Oceanpath completed the acquisition of Carr & Sons Seafood Ltd, a significant seafood player in Ireland focused on the production of high-quality smoked salmon products for Irish retail, and sister company Mondi Properties Ltd, which owns the production facilities. Iceland Seafood sees the acquisition of Carr & Sons as a great fit to the Issuer's strategy to focus on growing value-added activities in markets where the company has a strong platform and market position.

In September 2021 Iceland Seafood completed the acquisition of the company Ahumados Domínguez in Spain. Ahumados Domínguez has a good consumer recognition as a premium brand in the Spanish Salmon market. Iceland Seafood's position in Spain was significantly strengthened with the acquisition, and the acquisition is also expected to lead to new cross-selling opportunities within the group.

In November 2022 the board of Iceland Seafood announced its decision to exit the UK market from value-added perspective. Since the investment in 2022 the UK business had been severely impacted by both Covid and Brexit along with difficulties in overall operations. The sales process was completed in September 2023, when the sale of 100% of share capital of Iceland Seafood UK to Espersen A/S was completed. After the sale Iceland Seafood keeps the entity Iceland Seafood Barraclough Ltd in UK, which owns production facility and machinery that is being rented out to Espersen after the transaction.

In September 2023 Sjávarsýn ehf, a holding company fully owned by Bjarni Ármannsson, sold its total shareholdings of 10.83% in Iceland Seafood International hf to Brim hf. With Brim

becoming a significant shareholder, the integrated supply chain from resource to the end customer was strengthened further.

On December 20th, 2024, Iceland Seafood Iberica S.A.U. in Spain, a subsidiary of Iceland Seafood, and Achernar S.A., an Argentine subsidiary of Iberica, signed an agreement to purchase all the issued share capital of Cigalfer792 S.R.L. in Argentina, effective from January 1, 2025. Cigalfer792 S.R.L. operates a cold storage facility and is located near Achernar S.A. The consideration for the share capital was USD 3,350,000. Cigalfer792 S.R.L. will be treated as purchase of property and land at year-end, with its balance sheet becoming part of the group at the beginning of 2025.

On 18 July 2025, THORPESCA S.A.S., a new Argentinian subsidiary of Iceland seafood Ibérica S.A.U., signed an agreement to acquire two freezer trawlers along with associated fishing licenses and historical fishing rights from FOOD ARTS S.A. The purchase price amounts to USD 5.8 million. The acquisition is aligned with the Group's long-term strategic objectives to strengthen operations in Argentina and to diversify the product offering of Argentinian shrimp. It provides Iceland Seafood Ibérica S.A.U. with direct access to high-quality sea-frozen shrimp and supports vertical integration within the Group's value chain. The acquired assets are expected to enhance raw material access for existing land-based operations and enable expansion into new premium markets for sea-frozen products. The transaction is part of Iceland Seafood International's investment plan in Argentina, approved in 2024.

7.3 Subsidiaries and other investments

The Issuer consists of Iceland Seafood, which is the parent company of the group, and its subsidiaries. At 30th of September 2026 Iceland Seafood held shares in the following subsidiaries:

Name of company	Place of incorporation	Ownership 30.9.2026	Principal activity
Subsidiaries			
Iceland Seafood ehf.	Iceland	100%	Sale of seafood
Solo Export ehf.	Iceland	100%	Not active
Iceland Seafood Iberica S.A.U.	Spain	100%	Sale of seafood
-Achernar S.A.	Argentina	100%	Sale of seafood
-Cigalfer792 S.R.L.	Argentina	100%	Real Estate
-Thorpesca S.A.S.	Argentina	100%	Fishing operation
Ahumados Dominguez	Spain	85%	Sale of seafood
Iceland Seafood Barraclough Ltd.	UK	100%	Holding
Oceanpath Ltd.	Ireland	100%	Sale of seafood
-Dunns Seafare Ltd.	Ireland	100%	Sale of seafood
-Mondi Properties Ireland Ltd.	Ireland	100%	Real Estate
-Carr & Sons Seafood Ltd.	Ireland	100%	Sale of seafood
-H J Nolan Ltd.	Ireland	100%	Sale of seafood
Iceland Seafood France S.A.S.	France	100%	Sale of seafood
ISG Iceland Seafood GmbH	Germany	100%	Sale of seafood
ISI Seafood Inc.	USA	100%	Not active

8 BUSINESS OVERVIEW

Iceland Seafood is a holding company for a group of subsidiaries that are leading suppliers of North Atlantic seafood, one of the largest exporters of seafood from Iceland and a key processor of high-quality seafood in the Spanish and Irish markets. The Issuer is headquartered in Iceland and has subsidiaries in the United Kingdom, Ireland, Spain, Argentina, Iceland, France and Germany.

The Issuer operates across three divisions, Value Added Southern Europe, Value Added Northern Europe and Sales & Distribution which has offices in Iceland, France and Germany. The Value-Added Divisions have processing factories and cold stores in their respective regions with Southern Europe also having a satellite facility in Argentina.

8.1 Strategy

Iceland Seafood is deeply rooted in the Icelandic fisheries industry as the descendant of historical Icelandic seafood companies. The Issuer's strategy is focused on delivering high margin growth and earnings over time and the Issuer has developed a long-term business strategy that reflects its purpose and enables the company to capture the value of its international network and in-depth knowledge of its markets.

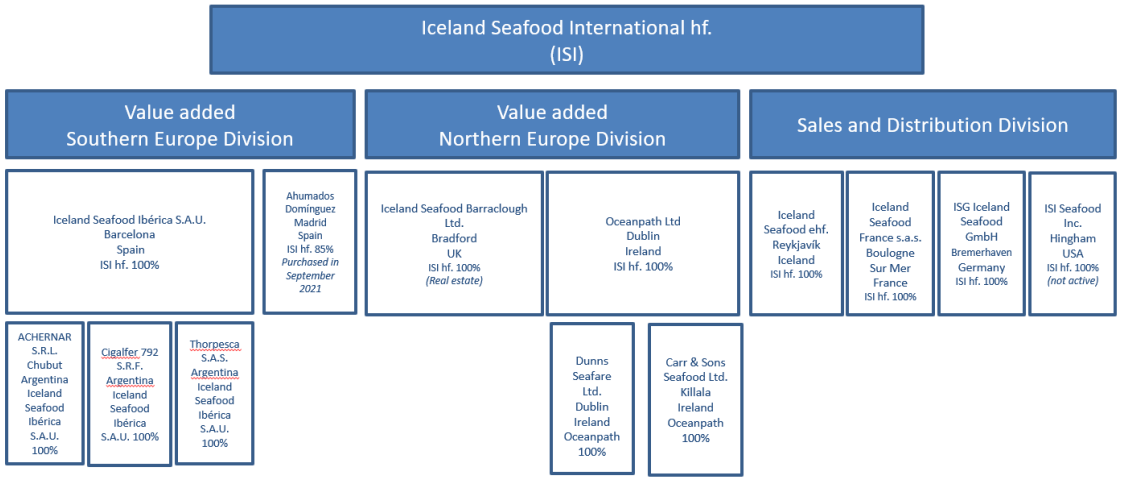
The Issuer believes that the origin of the seafood products that the Issuer sells in its markets is important and works in a close partnership mainly with Icelandic producers as well as producers from other important origins. Fishing is a large industry in Iceland which generates significant profit for Icelandic society. However, in international markets, the Issuer and Icelandic producers are in competition with larger companies and serve global customers who make ever-increasing demands. It is therefore important for Iceland Seafood and Icelandic producers to join forces to ensure the highest prices are paid for the roughly 1.5 million tonnes that come out of the Icelandic ocean every year. Even though this is a significant volume for the Icelandic economy, it is less than 2% of the fish caught in the world.

Iceland Seafood's strong international presence ensures Icelandic producers' access to a large market that is the backbone of Iceland Seafood operations, with over 5000 active business to business customers in 45 countries. It is vital for producers of seafood products to have stable access to key markets and to be deep in the market, close to the distribution channels and the final consumer. Iceland Seafood has for many decades been a key player in export of Icelandic seafood products. The Issuer has, as a long-term project, built up strong brands and a quality reputation which Iceland Seafood believes to afford them a strong competitive advantage in the export and sales market.

8.2 Organisational structure and principal activities

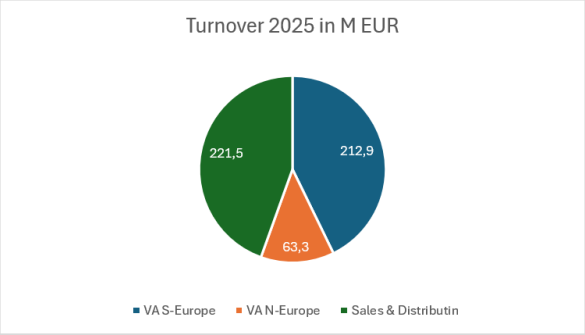
Iceland Seafood and its forerunners have been an integral part of the seafood industry in Iceland for decades as a leading exporter, producer and marketer of Icelandic seafood products globally. Iceland Seafood is comprised of three operating divisions, which incorporate the Issuer's subsidiaries. On 31 December 2025 the Issuer had over 780 employees.

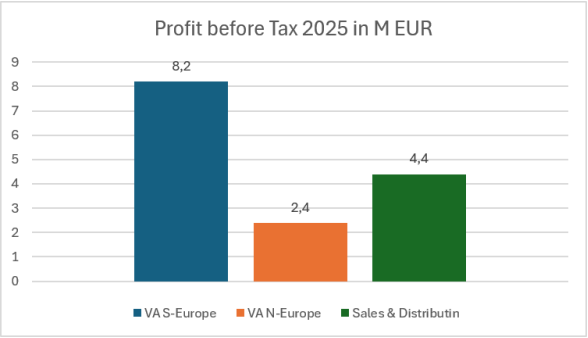
Iceland Seafood International hf. is the parent company which employs the Issuer's CEO and CFO who serve as the Issuer's executive management. Each subsidiary is separately managed by its own local managing director and executive management as required. The following table shows the organisational structure of Iceland Seafood as of 30 September 2026:



The group structure of three efficient operating divisions provides a balanced base from which to drive further profit growth. Each operating division benefiting from a mixture of growth opportunities including the growing seafood sector globally, local organic growth drivers along with focused investments to support growth, whilst the fragmented seafood industry presents the Issuer with potential consolidation opportunities.

All abovementioned subsidiaries are significant to the Issuer's operations. Though varying in their financial contribution to the Issuer, any reputational or other difficulties in their operations can also negatively affect the Issuer. The Issuer is therefore partially dependent on the successful operations of all of its subsidiaries. A divisional breakdown of turnover and profit before tax as of 31 December 2025 can be seen below:





8.2.1 Sales and Distribution

The Sales and Distribution division consist of a sales and marketing company in Iceland along with closely linked sister companies in France and Germany, which focus their efforts on selling to their local markets.

Iceland Seafood ehf (IS Iceland)is a leading company in exports of seafood from Iceland to all main markets around the world. The company operates in close co-operation with Icelandic fish producers. Iceland Seafood Iceland's main functions are fish sales, sourcing for the Issuer's subsidiaries and technical and quality services for producers and customers.

The Iceland division works with a broad range of producers in Iceland, from many of the largest quota owners to smaller independent operators focused on a single species or product. Most supply relationships are long-term multi-year relationships built on trust and transparency where a bridge has been built between a catcher and end customer.

The setup creates an opportunity for strong margins due to deep access to markets and the close working relationship with the seafood industry partners in Iceland. The most important markets for the Iceland division are France, UK, Spain, Italy, Germany, US and Belgium along with parts of Eastern Europe, which have historically been important pelagic markets.

Iceland Seafood France, (IS France) based in Boulogne-Sur-Mer, provides high-quality seafood from Iceland as well as from Canada, USA, South Africa, Namibia, New Zealand and Asia. The company supplies fresh and frozen products to food service, retail and processors in France.

Iceland Seafood Germany, (IS Germany)located in Bremerhaven Germany, is a supplier of high-quality fresh seafood from Iceland. Fresh fish is mainly sourced from Iceland for the delicatessen, food service, catering and retail sectors in Germany.

8.2.2 Value Added Southern Europe

The Issuer's Value-Added S-Europe division (**VA S-Europe**) consists of Iceland Seafood Iberica, Achernar, Thorpesca S.A.S., Cigalfer792 S.R.L. and Ahumados Domínguez.

Iceland Seafood Iberica (IS Iberica) is one of the main importers of Icelandic wet salted cod (Bacalao de Islandia) in Spain as well as the largest importer and seller of light salted cod in the Mediterranean market. In addition to seafood from Iceland the company manufactures, markets and sells various salted and frozen seafood products from other parts of the world, adapted for local tastes with a flexible distribution network of shops, supermarkets and the wide HORECA channel. Icelandic Ibérica is a benchmark of quality in the market thanks to an excellent team of professionals and the reliability, guaranteed by the strong brands. All of Iceland Seafood Iberica's production of light salted cod is in one location in Barcelona.

- ***Achernar*** is a supplier and processor mainly of Argentinian red shrimp, located in Argentina.
- ***Cigalfer792 S.R.L*** operates a cold storage facility and is located near Achernar S.A.
- ***Thorpesca S.A.S.*** is an Argentinian subsidiary of Iceland seafood Ibérica S.A.U. which owns and operates two freezer trawlers with associated fishing licenses and historical fishing rights. It provides Iceland Seafood Ibérica S.A.U. with direct access to high-

quality sea-frozen shrimp and supports vertical integration within the Group's value chain.

Ahumados Domínguez is known for its production of premium quality smoked salmon. It has a strong brand and consumer recognition in the Spanish retail market, and it actively runs consumer campaigns and has a direct consumer facing through its specialty stores. The Ahumados Domínguez brand is among the seven most dominant brands int he smoked salmon sector within Spanish retail.

VA S-Europe has a strong focus on the hotel, restaurant and catering (**HORECA**) market in Southern Europe while also supporting its growing retail sales in Spain.

8.2.1 Value Added Northern Europe

Value-Added N-Europe (**VA N-Europe**) consists of Iceland Seafood's operation of Oceanpath limited in Ireland and Iceland Seafood Barraclough Ltd (ISB) in UK.

Oceanpath limited and its subsidiaries are located in Dublin Ireland. Oceanpath is the main fresh fish supplier to the Irish retail industry and one of the largest seafood processors in Ireland supplying fish to all major Irish retailers and food service as well as exporting to USA and throughout Europe.

Oceanpath's subsidiary Dunns Seafare (Dunn's of Dublin), acquired in 2006, produces several varieties of both hot and cold smoked fish including Irish, organic, wild and farmed salmon. Dunn's of Dublin is Ireland's oldest fish company which was set up in 1822.

Oceanpath's 2020 acquired subsidiary Carr & Sons Seafood Ltd. is a significant seafood player in Ireland focused on production of high-quality salmon products for retail, both under retailer's private label and branded. A significant part of the sales is under the Nolan Quality Seafoods brand which is a leading brand for smoked salmon in Ireland.

After the sale of IS UK in September 2023, the operation in UK solely consists of the company Iceland Seafood Barraclough Ltd. As part of the agreement with Espersen, the property, equipment and machinery were sold from IS UK to ISB at completion and then leased back to Espersen. In case of the property a leasing agreement has been agreed where the lessee has a purchase option at end of the lease period. In case of equipment and machinery, a hire purchase agreement has been signed where the lessee will get ownership of the assets at end of the hire period. The operation of ISB is limited to the ownership and leasing of these assets, and the relevant financing of the assets.

9 MANAGEMENT AND CORPORATE GOVERNANCE

9.1 Compliance with Corporate Governance

Iceland Seafood's corporate governance framework is defined by Act No. 2/1995 on Public Limited Companies (the **Act on Public Companies**) and the Nasdaq Iceland Rules and is set out in the Issuer's Articles of Association. Under its Articles of Association, the Issuer is governed by shareholders' meetings, the Issuer's Board of Directors and the Chief Executive Officer. In accordance with Article 70 (5) of the Act on Public Companies the Board of Directors has set itself formal Rules of Procedure which are supplementary to the Articles. According to the Rules the Board of Directors may elect committees that operate on behalf of the Board. All Board committees set themselves specific rules of procedure.

The Issuer adheres to the principles set forth in the Corporate Governance Guidelines, published by the Iceland Chamber of Commerce in co-operation with SA Business Iceland (The Confederation of Icelandic Enterprise) and Nasdaq Iceland. There is only one deviation from the aforementioned guidelines as Iceland Seafood has not appointed a nomination committee, as such a committee has not been considered needed.

A statement on the corporate governance practices of Iceland Seafood is reviewed and agreed upon annually by the board of directors and is accessible on the Issuer's website.

9.2 The Board of Directors

The Issuer's Board of Directors shall be composed of three to five members and up to one alternate member, elected at the Annual General Meeting for a term of one year. The Board currently consists of five main members and one alternate. The Board of Directors has supreme powers in all matters concerning the Issuer between shareholders' meetings and is obligated to appoint an audit committee and a remuneration committee.

The Board of Directors consists of the following members:

Birna Einarsdóttir, Chairman of the Board of Directors
Laufásvegur 48A, 101 Reykjavík

Birna was the CEO of Íslandsbanki hf. from 2008 – 2023. She has over 30 years of experience in the banking sector, both in Íslandsbanki and Royal Bank of Scotland. Before her banking career she worked as the head of marketing for the Icelandic Broadcasting Company Ltd. (Channel 2), among other roles. Birna holds a Cand.Oecon degree in Business Administration from University of Iceland and has MBA from University of Edinburgh.

Ingunn Agnes Kro, Board Member
Gvendargeisli 110, 113 Reykjavík

Ingunn is a non-executive board member in various companies. Ingunn is the Chairperson of RARIK, the national electricity grid company, and the Wetlands Fund, a non-profit organization focused on reducing carbon emissions. She is also on the board of Sjóvá, insurance company, and Freyja, a private equity fund. Previously, Ingunn was the manager of Jarðvarmi, holding company, and the Director of Administration and Communication at Skeljungur, heading legal matters, marketing, public relations, and human resources, and before that Skeljungur´s general

council, secretary to the Board of Directors and compliance officer. Ingunn has a B.A. and M.A. degree in law and an MBA degree from the University of Iceland and a Securities Brokerage diploma.

Jakob Valgeir Flosason, Board Member
Grundarstíg 5, 415 Bolungarvík

Jakob Valgeir Flosason, is the CEO of Jakob Valgeir ehf. Jakob has an extensive knowledge of the Icelandic fishing industry from all perspectives. A knowledge that not many people possess. He has been involved in every aspect of the sector from early age working in factories, on fishing boats and building up the family company to become one of the most technology advanced and leading company within the Icelandic fishing sector.

Halldór Leifsson, Board Member
Háeyri 1, 550 Sauðárkróki

Halldór Leifsson is Marketing and Sales manager at Fisk Seafood ehf. He has worked in the seafood industry since 1990, in all key segments including, managing production, fleet, sales, office, finance, assistance MD and MD.

Halldór holds a degree in Fishery Technology from the Technical University of Iceland and has studied Business Management in the University of Reykjavík.

Bergþór Baldvinsson, Board Member
Gerðavegi 32, 250 Suðurnesjabæ

Bergþór has been the CEO of Nesfiskur since 1979. Nesfiskur is a family-owned company that Bergþór and his parents started in 1975. Nesfiskur‘s main factory focuses on frozen light salted cod, and its subsidiaries focus on fresh fish, shrimp and dried fish products. Working at Nesfiskur since a teenager, Bergþór has familiarized himself with every aspect of the industry. The small family company has grown constantly from the beginning. Today, Nesfiskur and its subsidiaries employ around 400 people.

Bergþór has been a board member of various companies and pension funds for the past two decades.

Guðmundur Kristjánsson, Alternate Board Member
Nesvegur 104, 170 Seltjarnarnes

Guðmundur is the CEO of Brim hf. and has extensive experience in the Icelandic seafood industry. He has worked in the seafood sector from a young age, having grown up in Rif on the Snæfellsnes peninsula, where his father operated a fishing business and fish trading company.

Guðmundur has extensive practical and management experience across the seafood industry, including fishing operations, fisheries management and the development of seafood businesses.

9.2.1 Sub-Committees of the Board of Directors

Audit Committee

The Audit Committee ensures the quality of the financial statements and internal controls. It has oversight of the external auditors. It also presents proposals for the selection of external auditors and ensures their Corporate Governance & Social Responsibility independence. The Audit Committee's main responsibilities include monitoring the integrity of the financial statements of the Issuer, reviewing the effectiveness of the Issuer's internal controls and risk management systems and overseeing the selection, appointment and relationship with the Issuer's external auditor.

The committee shall operate independently on behalf of the Board of Directors who shall elect the members of the Audit Committee each year. The Audit Committee operates in accordance with rules of procedure approved by the Board of Directors and shall be made up of 2-3 members. Committee members shall possess knowledge and experience which is consistent with the work of the committee, at least one of the audit committee members shall be a financial expert who has accounting or related financial expertise. The members shall be independent of the auditor of the Issuer, and the majority should be independent of the Issuer's management. Members of the Audit Committee are Ingunn Agnes Kro, Bergþór Baldvinsson and Ágúst Kristinsson.

Remuneration Committee

The Remuneration Committee is responsible for establishing a remuneration policy for the Issuer. The Remuneration Committee shall assist the Board in ensuring that compensation arrangements support the strategic aims of the Issuer and enable the recruitment, motivation and retention of senior executives while also complying with legal and regulatory requirements. The committee's main tasks include preparing and submitting annually a proposal to the Board of Directors for the Issuer's remuneration policy, annually reviewing the Issuer's compensation programs and monitoring that salary and any incentive schemes are in accordance with law and market practice.

The Board of Directors appoints the members of the committee and its chairman. Neither the Issuer's chief executive officer nor any of the Issuer's and its subsidiaries' top executives shall be appointed to the Remuneration Committee. The committee operates in accordance with rules of procedure approved by the Board of Directors and shall be made up of at least 2 members. It is preferable that the members of the committee have experience and knowledge on guidelines and common practise regarding decision on executives' terms of employment. If deemed necessary, the Remuneration Committee may seek the assistance of consultants, such consultants shall be independent of the Issuer, its executives and the Board of Directors who are not deemed to be independent. The committee is responsible for examining the consultant's experience. Members of the Remuneration Committee are Birna Einarsdóttir, Halldór Leifsson and Jakob Valgeir Flosason.

9.3 Executive Management

The Executive Management comprises the Issuer's CEO and CFO.

Ægir Páll Friðbertsson, CEO
Köllunarklettsvegur 2, 104 Reykjavik

Ægir Páll was the Chief Operating Officer at Brim hf for 5 years from 2018-2023. Before that he was the Managing Director for Útgerðarfélag Reykjavíkur hf for 3 years and Managing Director of Ísfélag Vestmannaeyja for 9 years. Ægir Páll has worked in the seafood industry for the most part of his professional career. He holds a business degree from the University of Iceland and a master's degree in finance.

Alda Björk Óskarsdóttir, CFO
Köllunarklettsvegur 2, 104 Reykjavik

Alda Björk Óskarsdóttir was appointed as Chief Financial Officer 29 th of February and has been the Issuer's CFO since 1 April 2024. Alda is a certified accountant with wide experience in financial management, accounting, and auditing. Alda joins ISI from Treble Technologies; previously, she served as a financial controller at Sidekick Health and as an auditor at Grant Thornton and PWC. Alda earned her MSc in international business and master's degree in accounting and auditing from Reykjavík University, along with a BA in psychology from the University of Iceland.

9.4 Potential conflicts of interest

Members of the Issuer's Executive Management and members of the Board of Directors own shares in the Issuer. Furthermore, several employees and members of the Executive Management own shares and/or stock options issued by Iceland Seafood. Several of these individuals have contributed to the preparation of this Prospectus.

Further, Jakob Valgeir Flosason, a member of the Board of Directors of Iceland Seafood is CEO and a shareholder of fishery Jakob Valgeir ehf. which is a large supplier of seafood to the Issuer.

Bergþór Baldvinsson, a member of the Board of Directors of Iceland Seafood is CEO and shareholder of fishery Nesfiskur ehf, which is a large supplier of seafood to the Issuer.

Halldór Leifsson, a member of the Board of Directors of Iceland Seafood is Marketing and sales manager of Fisk Seafood ehf, which is a large supplier of seafood to the Issuer.

Guðmundur Kristjánsson is the CEO and a shareholder of Brim hf. Brim hf. is both a supplier to the Issuer and operates in the seafood industry in competition with the Issuer.

Kvika banki hf. is Iceland Seafood's advisor in relation to the offering and listing of Iceland Seafood's bills through its Corporate Finance and Capital Markets departments who have contributed to the preparation of this Base Prospectus. Kvika will receive a fee for this work. Additionally, Kvika's Proprietary Trading department acts as a market maker for the Issuer's shares and for that purpose holds an average of 3-4% of the Issuer's shares in its portfolio.

The Board of Directors is not aware of any other potential conflicts of interest between the duties of the members of the Board of Directors or members of the Executive Management to the Issuer and their private interests or other duties.

10 FINANCIAL INFORMATION

The consolidated financial statements of Iceland Seafood for the years 2025, 2024 and 2023 have been prepared in accordance with International Financial Reporting Standards as adopted by the European Union, and additional requirements in the Act on Annual Accounts. The consolidated financial statements comprise Iceland Seafood and its subsidiaries. The latest audited consolidated financial statements of Iceland Seafood were approved by the Issuer's board of directors on 26 February 2026 and cover the financial period of 1.1.2025-31.12.2025.

For a complete overview of the Issuer's financial position, it is recommended that investors review the complete consolidated financial statements of Iceland Seafood for the years 2025 and 2024, including all published interim financial statements, as well as all notes thereto. The statements include, among other information, a consolidated income statement, consolidated statement of financial position, consolidated statement of cash flows and auditor reports where applicable.

Consolidated financial statements for the last two financial years prior to the date of this Prospectus, as well as all published interim consolidated financial statements, have been incorporated in the Base Prospectus by reference and may be accessed on the Issuer's website, under the following link:

https://icelandseafood.com/investors/reports/

Consolidated financial statements incorporated by reference are also available on Nasdaq Iceland's website, see chapter *6.6 Information incorporated by reference.*

Deloitte has audited the Issuer's consolidated financial statements for the years ended 31.12. 2025, 2024 and 2023 and reviewed the Issuer's condensed interim consolidated financial statements for the six months ended 30.6.2026, 2025 and 2024. No other information in this Prospectus has been audited.

The Issuer confirms that no significant change in the financial performance, financial or trading position of the Issuer has occurred since the end of the last financial period at 30.06.2026 nor has there been any material adverse change in the prospects of the Issuer since the date of its last published audited financial statements. The Issuer's financial operations have stabilized over the past year, following the resolution of uncertainties related to IS UK 2023. The financial performance of the remaining entities within the group remains stable, and the financial outlook for the year is unchanged.

Q4 is a key trading period for Iceland Seafood, with Christmas sales of smoked salmon, the summer production season for Argentinean shrimp starting in November and seasonal peak in cod sales at IS Iberica in October and November. The Issuer's Board of Directors and Executive Management are not aware of any governmental, legal or arbitration proceedings, during the twelve months preceding the date of this Base Prospectus, including any pending or threatened proceedings of which the Issuer is aware, which may have, or have had in the recent past, significant effects on the Issuer's and/or the Issuer's financial position or profitability.

10.1 Normalised results

It should be noted that in the Issuer's financial statements the Income Statement is reported on both an IFRS basis and a normalised basis, the latter being the Issuer's main focus. The normalised results reflect the IFRS results net of significant one-off items which the Issuer considers a better reflection of the underlying operations of the Issuer. Both results are audited/reviewed as applicable.

10.2 Significant Developments in the Period

In November 2022 the board of Iceland Seafood announced its decision to exit the UK market from value-added perspective. Since the investment in 2022 the UK business had been severely impacted by both Covid and Brexit along with difficulties in overall operations. The sales process was completed in September 2023, when the sale of 100% of share capital of Iceland Seafood UK to Espersen A/S was completed.

In September 2023 Sjávarsýn ehf, a holding company fully owned by Bjarni Ármannsson, sold its total shareholdings of 10.83% in Iceland Seafood International hf to Brim hf. With Brim becoming a significant shareholder, the integrated supply chain from resource to the end customer was strengthened further.

On December 20, 2024, Iceland Seafood Iberica S.A.U. in Spain, together with its Argentine subsidiary Achernar S.A., entered into an agreement to acquire all issued share capital of Cigalfer792 S.R.L. in Argentina, effective January 1, 2025. Cigalfer792 S.R.L., which operates a cold storage facility located near Achernar S.A., was acquired for a consideration of USD 3,350,000. The transaction will be accounted for as a purchase of property and land at year-end, with Cigalfer792 S.R.L.'s balance sheet consolidated into the Group from the beginning of 2025. The acquisition had no operational impact on the Iceland Seafood Group in 2024 but has reduced storage costs in 2025.

On 18 July 2025, THORPESCA S.A.S., a new Argentinian subsidiary of Iceland seafood Ibérica S.A.U., signed an agreement to acquire two freezer trawlers along with associated fishing licenses and historical fishing rights from FOOD ARTS S.A. The purchase price amounts to USD 5.8 million. The acquisition is aligned with the Group's long-term strategic objectives to strengthen operations in Argentina and to diversify the product offering of Argentinian shrimp. It provides Iceland Seafood Ibérica S.A.U. with direct access to high-quality sea-frozen shrimp and supports vertical integration within the Group's value chain. The acquired assets are expected to enhance raw material access for existing land-based operations and enable expansion into new premium markets for sea-frozen products. The transaction is part of Iceland Seafood International's investment plan in Argentina, approved in 2024. As the transaction occurred after the reporting date, it is classified as a non-adjusting event under IAS 10 and is not reflected in these interim financial statements.

On July 8, Espersen announced its decision to close the plant acquired from Iceland Seafood in 2025, with processing activities expected to conclude in November 2025. The lease agreement between ISB and Espersen includes an initial termination option effective from September 2027, while the equipment hire lease contains no early termination provisions. Both agreements are guaranteed by A. Espersen A/S, the parent company of Espersen UK Limited. The plant has

been placed on the market for sale, and Espersen has requested an early release from the property lease, if feasible.

On 30 September 2026, the Issuer announced that it had received a non-binding Letter of Intent regarding its 85% shareholding in Ahumados Domínguez S.A. The Letter of Intent is non-binding and, as of the date of this Base Prospectus, there is no certainty that a transaction will be completed. Any potential transaction remains subject to, among other things, further negotiations, the execution of definitive transaction documents, satisfactory completion of due diligence, approval by the Issuer's bondholders and lenders where applicable, necessary approvals and authorisations, approval by the Board of Directors of the Issuer and other customary conditions precedent.

10.3 Share capital and shareholders

As of the date of this Base Prospectus, the nominal value of the share capital of Iceland Seafood is ISK 3,064,479,971 divided into an equal number of Shares with a nominal value of ISK one each. All of the Issuer's issued share capital is paid in full. The Issuer's share capital consists of one class of shares, and each issued share carries equal rights. The ISIN number of the shares is IS0000026961 and their ticker symbol in the trading system of Nasdaq Iceland is ICESEA.

The Issuer had 634 shareholders on 30 June 2026. To the extent known to the Issuer, Iceland Seafood is not directly or indirectly owned or controlled by parties other than listed shareholders. Apart from issued stock options as described in the chapter *2.2.12 Contract Risk*, no arrangements are known to the Issuer, the operation of which may at a subsequent date result in a change in control of the Issuer.