

SUPPLEMENT DATED 2 SEPTEMBER 2026 TO THE OFFERING CIRCULAR DATED 29 MAY 2026



LOOMIS AB (PUBL)

(incorporated with limited liability in the Kingdom of Sweden)

€2,000,000,000

Euro Medium Term Note Programme

This Supplement (the **Supplement**) to the Offering Circular dated 29 May 2026 (the **Offering Circular**) which comprises a base prospectus for the purposes of the Prospectus Regulation constitutes a supplement to the prospectus for the purposes of Article 23 of the Prospectus Regulation and is prepared in connection with the €2,000,000,000 Euro Medium Term Note Programme (the **Programme**) established by Loomis AB (publ) (the **Issuer**). Terms defined in the Offering Circular have the same meaning when used in this Supplement. When used in this Supplement, **Prospectus Regulation** means Regulation (EU) 2017/1129.

This Supplement is supplemental to, and should be read in conjunction with, the Offering Circular and any other supplements to the Offering Circular issued by the Issuer.

This Supplement has been approved by the Central Bank of Ireland (the **Central Bank**), as competent authority under the Prospectus Regulation. The Central Bank only approves this Supplement 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 the quality of the Notes that are the subject of the Offering Circular as supplemented by this Supplement and investors should make their own assessment as to the suitability of investing in the Notes.

The Issuer accepts responsibility for the information contained in this Supplement. To the best of the knowledge of the Issuer the information contained in this Supplement is in accordance with the facts and does not omit anything likely to affect the import of such information.

Purpose of the Supplement

The purpose of this Supplement is to:

1. reflect the replacement of Citibank, N.A. London Branch by Citibank Europe plc as the Registrar under the Programme;
2. amend the Terms and Conditions of the Notes as set out in the Offering Circular to include a redemption feature which, if selected as applicable in the applicable Final Terms (or applicable Pricing Supplement, in the case of Exempt Notes), would allow such Notes to be redeemed on either an optional or mandatory

basis (as specified in the applicable Final Terms or Pricing Supplement, as the case may be) upon the occurrence of a Special Redemption Event;

3. amend the Applicable Final Terms and Applicable Pricing Supplement to reflect such Special Redemption Event Call;
4. make related amendments to the “*Use of Proceeds*” section of the Offering Circular;
5. make related amendments to the Risk Factor entitled “*If the Issuer has the right to redeem any Notes at its option, this may limit the market value of the Notes concerned and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return*”; and
6. update the section of the Offering Circular entitled “*Description of the Issuer – Group Management*” to reflect the appointment of Tobias Hägglov as Chief Financial Officer with effect from 14 September 2026.

1. Amendments to Terms and Conditions of the Notes

1.1. Replacement of Citibank, N.A. London Branch by Citibank Europe plc as Registrar under the Programme

References to the Agency Agreement shall be deemed to include references to the supplemental agency agreement dated 2 September 2026 between the Issuer and the Agents named therein (the **Supplemental Agency Agreement**) and references to the Registrar shall be deemed to be updated to reflect the replacement of Citibank, N.A. London Branch by Citibank Europe plc as Registrar pursuant to the Supplemental Agency Agreement.

1.2. Amendment to Condition 6.8

Condition 6.8 on pages 94 to 95 of the Offering Circular shall be amended by inserting the following new sub-paragraph (h) immediately after existing sub-paragraph (g) and re-numbering the existing sub-paragraphs (h), (i) and (j) accordingly as (i), (j) and (k) respectively:

“(h) the Special Redemption Amount (if any) of the Notes;”

1.3. Amendment to Condition 7.7

Condition 7.7 on page 102 of the Offering Circular shall be amended by replacing the words “pursuant to Condition 7.3 and/or 7.4” with the words “pursuant to Condition 7.3, 7.4 and/or 7.14”.

For the avoidance of doubt, following this amendment, Condition 7.7 shall read as follows:

“If Issuer Residual Call is specified as being applicable in the applicable Final Terms and, at any time, the outstanding aggregate nominal amount of the Notes is 25 per cent. or less of the aggregate nominal amount of the Series issued (other than as a result (in whole or in part) of a partial redemption of the Notes pursuant to Condition 7.3, 7.4 and/or 7.14), the Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time (if the Note is not a Floating Rate Note) or on any Interest Payment Date (if the Note is a Floating Rate Note), having given not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms to the Principal Paying Agent and, in accordance with Condition 14, the Noteholders (which notice shall be irrevocable and shall specify the date fixed for redemption) at the Residual Call Early Redemption Amount together, if appropriate, with interest accrued to (but excluding) the date of redemption.”

1.4. Amendment to Condition 7.12

Condition 7.12 on page 103 of the Offering Circular shall be amended by replacing the words “pursuant to Condition 7.1, 7.2, 7.3, 7.4, 7.5, 7.6 or 7.7” with the words “pursuant to Condition 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7 or 7.14”.

For the avoidance of doubt, following this amendment, Condition 7.12 shall read as follows:

“If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to Condition 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7 or 7.14 above or upon its becoming due and repayable as provided in Condition 10 is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in Condition 7.8(b) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of:

- (a) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and
- (b) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Notes has been received by the Principal Paying Agent or the Registrar and notice to that effect has been given to the Noteholders in accordance with Condition 14.”

1.4 New Condition 7.14

The following Condition shall be inserted immediately after Condition 7.13 on page 104 of the Offering Circular as a new Condition 7.14:

“7.14 Special Redemption Event Call

If Special Redemption Event Call is specified as applicable in the applicable Final Terms, upon the occurrence of a Special Redemption Event, the Issuer (if the basis of the redemption is specified as being “Mandatory” in the applicable Final Terms) shall or (if the basis of the redemption is specified as being “Optional” in the applicable Final Terms) may, at any time during the Special Redemption Period (as specified in the applicable Final Terms), having given not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms to the Principal Paying Agent and, in accordance with Condition 14, the Noteholders (which notice shall be irrevocable and specify the date fixed for redemption), redeem all or (if redemption in part is specified as being applicable in the applicable Final Terms), at its option, redeem some only of the Notes then outstanding at the Special Redemption Amount (as specified in the applicable Final Terms), together with any interest accrued to (but excluding) the date set for redemption. If redemption in part is specified as being applicable in the applicable Final Terms, any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount in each case as may be specified in the applicable Final Terms.

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition 7.14.

In the case of a partial redemption of Notes, the Redeemed Notes will (i) in the case of Redeemed Notes represented by definitive Notes, be selected individually by lot not more than 30 days prior to

the Selection Date, and (ii) in the case of Redeemed Notes represented by a Global Note, be selected in accordance with the rules of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion). In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 14 not less than 15 days prior to the date fixed for redemption. No exchange of the relevant Global Note will be permitted during the period from (and including) the Selection Date to (and including) the date set for redemption pursuant to this Condition 7.14 and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 14 at least 15 days prior to the Selection Date.

For the purposes of this Condition, a **Special Redemption Event** shall be deemed to have occurred if the Group (i) has not completed and closed the acquisition of the Acquisition Target (as specified in the applicable Final Terms) by the Special Redemption Longstop Date (as specified in the applicable Final Terms); or (ii) has published an announcement that it no longer intends to pursue the acquisition of the Acquisition Target.”

2. Amendments to the sections of the Offering Circular entitled “*Applicable Final Terms*” and “*Applicable Pricing Supplement*”

2.1. Updated paragraph 12 in the Applicable Final Terms

Paragraph 12 in the Applicable Final Terms on page 46 of the Offering Circular shall be amended by (a) inserting the words “[Special Redemption Event Call]” immediately below the words “[Issuer Residual Call]” and (b) inserting the number “[24]” immediately after the number “[23]”. Following this amendment, paragraph 12 shall read as follows:

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|-----|-------------------|---|
| 12. | Put/Call Options: | [Issuer Call]
[Make-Whole Call]
[Investor Put]
[Change of Control Put]
[Issuer Residual Call]
[Special Redemption Event Call]
[(see paragraph[s] [19]/[20]/[21]/[22]/[23]/[24]
below)]
[Not Applicable] |
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2.2. New paragraph 24 in the Applicable Final Terms

The Applicable Final Terms shall be amended by inserting the following new paragraph 24 immediately after the existing paragraph 23 on page 51 of the Offering Circular and re-numbering the subsequent paragraphs of Part A of the Applicable Final Terms (and all references to such paragraphs) accordingly:

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| 24. | Special Redemption Event Call: | [Applicable/Not Applicable]
<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i> |
| (a) | Basis of redemption: | [Mandatory/Optional] |

- (b) Acquisition Target: []
- (c) Special Redemption Longstop Date: []
- (d) Special Redemption Amount: [] per Calculation Amount
- (e) Special Redemption Period: []/ The period from (and including) the date on which the Special Redemption Event occurs to (and including) the [] day following the date of occurrence of the Special Redemption Event]
- (f) Notice periods: Minimum period: [15] days
Maximum period: [30] days
(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent.)
- (g) If redeemable in part: [Applicable/Not Applicable]
(N.B. If the 'basis of redemption' specified in paragraph (a) above is 'Mandatory', this paragraph (g) should be specified as 'Not Applicable'.)
- (i) Minimum Redemption Amount: [] per Calculation Amount
- (ii) Maximum Redemption Amount: [] per Calculation Amount

2.3. Updated paragraph 12 in the Applicable Pricing Supplement

Paragraph 12 in the Applicable Pricing Supplement on page 59 of the Offering Circular shall be amended by inserting the words "[Special Redemption Event Call]" immediately below the words "[Issuer Residual Call]". Following this amendment, paragraph 12 shall read as follows:

12. Put/Call Options: [Issuer Call]
[Make-Whole Call]
[Investor Put]
[Change of Control Put]
[Issuer Residual Call]
[Special Redemption Event Call]
[(further particulars specified below)]

2.4. New paragraph 26 in the Applicable Pricing Supplement

The Applicable Pricing Supplement shall be amended by inserting the following new paragraph 26 immediately after the existing paragraph 25 on page 66 of the Offering Circular and re-numbering the subsequent paragraphs of Part A of the Pricing Supplement (and all references to such paragraphs) accordingly:

26. Special Redemption Event Call: [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (a) Basis of redemption: [Mandatory/Optional]
- (b) Acquisition Target: []
- (c) Special Redemption Longstop Date: []
- (d) Special Redemption Amount: [] per Calculation Amount
- (e) Special Redemption Period: []/ The period from (and including) the date on which the Special Redemption Event occurs to (and including) the [] day following the date of occurrence of the Special Redemption Event]
- (f) Notice periods: Minimum period: [15] days
Maximum period: [30] days

(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent.)
- (g) If redeemable in part: [Applicable/Not Applicable]

(N.B. If the 'basis of redemption' specified in paragraph (a) above is 'Mandatory', this paragraph (g) should be specified as 'Not Applicable'.)
- (i) Minimum Redemption Amount: [] per Calculation Amount
- (ii) Maximum Redemption Amount: [] per Calculation Amount

3. Amendments to the “Use of Proceeds” section of the Offering Circular

The section entitled “Use of Proceeds” on page 113 of the Offering Circular shall be amended by inserting the following new paragraph immediately below the first paragraph of that section:

“If Special Redemption Event Call is specified in the applicable Final Terms (or the applicable Pricing Supplement, in the case of Exempt Notes) as “Applicable”, the net proceeds from such issue of Notes will be applied by the Issuer to finance, or refinance the applicable Acquisition Target (as specified in the applicable Final Terms or Pricing Supplement, as the case may be). The applicable Final Terms (or the applicable Pricing Supplement, in the case of Exempt Notes) may also, if the basis of the redemption is specified as being “Optional” in the applicable Final Terms (or the applicable Pricing Supplement, as the case may be) state the potential use for general corporate purposes or other purposes if the Special Redemption Event occurs but the Issuer elects not to exercise the relevant redemption option under Condition 7.14 to redeem all of the relevant Notes.”

4. Amendments to the Risk Factor entitled “*If the Issuer has the right to redeem any Notes at its option, this may limit the market value of the Notes concerned and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return.*”

The Risk Factor entitled “*If the Issuer has the right to redeem any Notes at its option, this may limit the market value of the Notes concerned and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return*” on page 26 of the Offering Circular shall be amended by inserting the following additional paragraph as a new paragraph at the end of such risk factor:

“In addition, the use of proceeds of certain Notes issued under the Programme may be used to finance, or refinance any Acquisition Target (as specified in the applicable Final Terms or Pricing Supplement, as the case may be). The Issuer has included in Condition 7.14 a redemption feature which, if selected as applicable in the applicable Final Terms (or applicable Pricing Supplement, in the case of Exempt Notes), will allow such Notes to be redeemed by the Issuer (on either an optional or mandatory basis, as specified in the applicable Final Terms or Pricing Supplement, as the case may be) upon the occurrence of a Special Redemption Event (namely that the Group: (i) has not completed and closed the acquisition of the Acquisition Target by the Special Redemption Longstop Date; or (ii) has published an announcement that it no longer intends to pursue the acquisition of the Acquisition Target, as further described in Condition 7.14 and the applicable Final Terms (or applicable Pricing Supplement, in the case of Exempt Notes)).”

5. Amendments to Description of the Issuer

The section titled “Group Management” on page 127 of the Offering Circular shall be amended such that the final sentence in footnote ten on page 127 (“Johan Wilsby will remain in his role until 25 September 2026. As of the date of this Offering Circular, the recruitment process for a new Chief Financial Officer is ongoing.”) shall be updated and superseded by the following:

“Tobias Hägglov will be appointed as Chief Financial Officer with effect from 14 September 2026. Tobias Hägglov has not previously been active within Loomis and outside of the Issuer he has an ongoing activity as board member of Xintela AB.”.

To the extent that there is any inconsistency between (a) any statement in this Supplement and (b) any other statement in or incorporated by reference in the Offering Circular, the statements in (a) above will prevail.

Save as disclosed in this Supplement, there has been no other significant new factor, material mistake or material inaccuracy relating to information included in the Offering Circular since the publication of the Offering Circular which may affect the assessment of any Notes.