

BASE PROSPECTUS



TDC A/S

(incorporated as a public limited company in Denmark)

€4,000,000,000

Euro Medium Term Note Programme

This Base Prospectus, which comprises a base prospectus for the purposes of Article 5.4 of the Prospectus Directive (as defined herein), has been approved by the Luxembourg *Commission de Surveillance du Secteur Financier* (the "**CSSF**"), which is the Luxembourg competent authority for the purpose of the Prospectus Directive and relevant implementing measures in Luxembourg, as a base prospectus issued in compliance with the Prospectus Directive and relevant implementing measures in Luxembourg for the purpose of giving information with regard to the issue of notes ("**Notes**") issued under the Euro Medium Term Note Programme (the "**Programme**") described in this Base Prospectus during the period of twelve months after the date hereof. Applications have been made for such Notes to be admitted during the period of twelve months after the date hereof to listing on the official list and to trading on the regulated market of the Luxembourg Stock Exchange. The Programme also permits Notes to be issued on the basis that they will not be admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system or to be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed with TDC A/S (the "**Issuer**" or "**TDC**").

Tranches of Notes (as defined herein) may be rated or unrated. Where a Tranche of Notes is rated, the applicable rating(s) will be specified in the relevant Final Terms (as defined herein). Whether or not each credit rating applied for in relation to a relevant Tranche of Notes will be issued by a credit rating agency established in the EU (as defined herein) and registered under Regulation (EC) No 1060/2009 (the "**CRA Regulation**") will be disclosed in the Final Terms. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the EU and registered under the CRA Regulation unless the rating is provided by a credit rating agency operating in the EU before 7 June 2010 which has submitted an application for registration in accordance with the CRA Regulation and such registration has not been refused. A rating is not a recommendation to buy, sell or hold Notes and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.

The Notes may be issued on a continuing basis to one or more of the Dealers specified under "*Overview*", and any additional Dealer appointed under the Programme from time to time by the Issuer (each a "**Dealer**" and together the "**Dealers**"), which appointment may be for a specific issue or on an ongoing basis. References in this Base Prospectus to the "**Relevant Dealer**" shall, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe to such Notes.

Investing in Notes issued under the Programme involves certain risks. The principal risk factors that may affect the ability of the Issuer to fulfil its obligations under the Notes are discussed in the "Risk Factors" section below.

Arranger
DEUTSCHE BANK

BNP PARIBAS
J.P. MORGAN

Dealers
DANSKE BANK
MORGAN STANLEY
SEB

DEUTSCHE BANK
NORDEA

10 February 2011

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IMPORTANT NOTICES

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

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

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

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

Neither the Dealers nor any of their respective affiliates have authorised the whole or any part of this Base Prospectus and none of them makes any representation or warranty or accepts any responsibility as to the accuracy or completeness of the information contained in this Base Prospectus or any other information provided by the Issuer in connection with the Programme. Neither the delivery of this Base Prospectus or any Final Terms nor the offering, sale or delivery of any Note shall, in any circumstances, create any implication that the information contained in this Base Prospectus is true subsequent to the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the prospects or financial or trading position of the Issuer since the date thereof or, if later, the date upon which this Base Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Base Prospectus and any Final Terms and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus or any Final Terms comes are required by the Issuer and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of this Base Prospectus or any Final Terms and other offering material relating to the Notes, see "*Subscription and Sale*". In particular, Notes have not been and will not be registered under the United States Securities Act of 1933 (as amended) (the "**Securities Act**") and Bearer Notes are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or, in the case of Bearer Notes, delivered within the United States or to U.S. persons.

Neither this Base Prospectus nor any Final Terms constitutes an offer or an invitation to subscribe for or purchase any Notes and should not be considered as a recommendation by the Issuer, the Dealers or any of them that any recipient of this Base Prospectus or any Final Terms should subscribe for or purchase

any Notes. Each recipient of this Base Prospectus or any Final Terms shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer.

The maximum aggregate principal amount of Notes outstanding at any one time under the Programme will not exceed €4,000,000,000 (and for this purpose, any Notes denominated in another currency shall be translated into Euro at the date of the agreement to issue such Notes (calculated in accordance with the provisions of the Dealer Agreement). The maximum aggregate principal amount of Notes which may be outstanding at any one time under the Programme may be increased from time to time, subject to compliance with the relevant provisions of the Dealer Agreement as defined under "*Subscription and Sale*".

In this Base Prospectus, unless otherwise specified, references to "EU" are to the European Union, references to a "Member State" are references to a Member State of the European Economic Area, references to "Denmark" are to the Kingdom of Denmark, references to "€", "EUR", "Euro" or "euro" are to the currency introduced at the start of the third stage of European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No 974/98 of 3 May 1998 on the introduction of the euro, as amended, references to "U.S.\$", "U.S. dollars" or "dollars" are to United States dollars, references to "Danish Kroner" or "DKK" are to the currency of Denmark, references to "£" and "GBP" are to pounds sterling, the expression "Prospectus Directive" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State (as defined herein)), and includes any relevant implementing measure in the Relevant Member State and the expression "2010 PD Amending Directive" means Directive 2010/73/EU.

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

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

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

GENERAL DESCRIPTION OF THE PROGRAMME

Under the Programme, the Issuer may from time to time issue Notes denominated in any currency, subject as set out herein. An overview of the terms and conditions of the Programme and the Notes appears below, see "*Overview*". The applicable terms of any Notes will be agreed between the Issuer and the relevant Dealer(s) prior to the issue of the Notes and will be set out in the Conditions of the Notes endorsed on or attached to the Notes, as modified and supplemented by the applicable Final Terms attached to, or endorsed on, such Notes, as more fully described under "*Forms of the Notes*".

Notes issued under the Programme may be issued pursuant to this Base Prospectus and associated Final Terms or pursuant to a Drawdown Prospectus prepared in connection with a particular Tranche of Notes. Accordingly, references to terms and conditions and other items being as set out in this Base Prospectus and relevant Final Terms should, as the context requires, be construed as being as set out in the relevant Drawdown Prospectus and references to "**Final Terms**" should be construed as referring to the Drawdown Prospectus as applicable.

This Base Prospectus and any supplement to this Base Prospectus will only be valid for issuing Notes in an aggregate principal amount which, when added to the aggregate principal amount then outstanding of all Notes previously or simultaneously issued under the Programme, does not exceed €4,000,000,000 or its equivalent in other currencies. For the purpose of calculating the aggregate principal amount of Notes issued under the Programme from time to time:

- (a) the euro equivalent of Notes denominated in another currency specified in a Final Terms shall be determined, at the discretion of the Issuer, as of the date of agreement to issue such Notes or on the preceding day on which commercial banks and foreign exchange markets are open for business in London, in each case on the basis of the spot rate for the sale of the euro against the purchase of such other currency in the London foreign exchange market quoted by any leading bank selected by the Issuer on such date; and
- (b) the amount (or, where applicable, the euro equivalent) of non interest-bearing Notes and other Notes issued at a discount or premium shall be calculated (in the case of Notes not denominated in euro, in the manner specified above) by reference to the net proceeds received by the Issuer for the relevant issue.

OVERVIEW

The following overview does not purport to be complete and is taken from, and is in its entirety by, the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms. The Issuer and any relevant Dealer may agree that the Notes shall be issued in a form other than that contemplated in the Terms and Conditions, in which event, in the case of listed Notes only and if appropriate, a supplemental Base Prospectus will be published.

This Overview constitutes a general description of the Programme for the purposes of Article 22.5(3) of Commission Regulation (EC) No 809/2004 implementing the Prospectus Directive.

Words and expressions defined in the "Terms and Conditions of the Notes" below or elsewhere in this Base Prospectus have the same meanings in this Overview.

Issuer: TDC A/S.

Risk Factors: Investing in Notes issued under the Programme involves certain risks. The principal risk factors that may affect the abilities of the Issuer to fulfil its obligations under the Notes are discussed under "Risk Factors" below and include:

- risks related to the economic environment;
- risks related to competition in the telecommunications industry;
- risks related to TDC's business activities;
- risks related to TDC's regulatory environment and litigation;
- financial and taxation risks;
- factors which are material for the purpose of assessing the market risks associated with the Notes;
- risks related to the market generally; and
- risks related to taxation.

Arranger: Deutsche Bank AG, London Branch.

Dealers: BNP Paribas, Danske Bank A/S, Deutsche Bank AG, London Branch, J.P. Morgan Securities Ltd., Morgan Stanley & Co. International plc, Nordea Bank Danmark A/S, Skandinaviska Enskilda Banken AB (publ) and any other Dealer appointed from time to time by the Issuer either generally in respect of the Programme or in relation to a particular Tranche of Notes.

Fiscal Agent and Paying Agent: Deutsche Bank AG, London Branch.

Registrar and Paying Agent: Deutsche Bank Luxembourg S.A.

Luxembourg Listing Agent: Deutsche Bank Luxembourg S.A.

Final Terms or Drawdown Prospectus: Notes issued under the Programme may be issued either (1) pursuant to this Base Prospectus and associated Final Terms or (2) pursuant to a Drawdown Prospectus. The terms and conditions applicable to any particular Tranche of Notes will be the Terms and Conditions of the Notes as supplemented, amended and/or replaced to the extent described in the relevant Final Terms or, as the case may be the relevant Drawdown Prospectus.

Listing and Trading:	Applications have been made for Notes to be admitted during the period of twelve months after the date hereof to listing on the official list and to trading on the regulated market of the Luxembourg Stock Exchange. The Programme also permits Notes to be issued on the basis that they will not be admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system or to be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed with the Issuer.
Clearing Systems:	Euroclear and/or Clearstream, Luxembourg and/or, in relation to any Tranche of Notes, any other clearing system as may be specified in the relevant Final Terms.
Initial Programme Amount:	Up to €4,000,000,000 (or its equivalent in other currencies) aggregate principal amount of Notes outstanding at any one time.
Distribution:	Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.
Issuance in Series:	Notes will be issued in Series. Each Series may comprise one or more Tranches issued on different issue dates. The Notes of each Series will all be subject to identical terms, except that the issue date and the amount of the first payment of interest may be different in respect of different Tranches. The Notes of each Tranche will all be subject to identical terms in all respects save that a Tranche may comprise Notes of different denominations.
Forms of Notes:	<p>Notes may be issued in bearer form or in registered form.</p> <p>Each Tranche of Bearer Notes will initially be in the form of either a Temporary Global Note or a Permanent Global Note, in each case as specified in the relevant Final Terms. Each Global Note which is not intended to be issued in new global note form (a "Classic Global Note" or "CGN"), as specified in the relevant Final Terms, will be deposited on or around the relevant issue date with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and each Global Note which is intended to be issued in new global note form (a "New Global Note" or "NGN"), as specified in the relevant Final Terms, will be deposited on or around the relevant issue date with a common safekeeper for Euroclear and/or Clearstream, Luxembourg. Each Temporary Global Note will be exchangeable for a Permanent Global Note or, if so specified in the relevant Final Terms, for Definitive Notes. If the TEFRA D Rules are specified in the relevant Final Terms as applicable, certification as to non-U.S. beneficial ownership will be a condition precedent to any exchange of an interest in a Temporary Global Note or receipt of any payment of interest in respect of a Temporary Global Note. Each Permanent Global Note will be exchangeable for Definitive Notes in limited circumstances in accordance with its terms. Definitive Notes will, if interest-bearing, have Coupons attached and, if appropriate, a Talon for further Coupons.</p> <p>Each Tranche of Registered Notes will initially be in the form of a Global Registered Note, which will either be: (a) in the case of a Note which is not to be held under the new safekeeping structure ("New Safekeeping Structure" or "NSS"), registered in the name of a common depositary (or its nominee) for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system</p>

and the relevant Global Registered Note will be deposited on or about the issue date with the common depositary; or (b) in the case of a Note to be held under the New Safekeeping Structure, be registered in the name of a common safekeeper (or its nominee) for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and the relevant Global Registered Note will be deposited on or about the issue date with the common safekeeper (or its nominee) for Euroclear and/or Clearstream, Luxembourg. Each Global Registered Note will be exchangeable for Individual Note Certificates in limited circumstances accordance with its terms.

Currencies:	Notes may be denominated in any currency or currencies, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements. Payments in respect of Notes may, subject to such compliance, be made in and/or linked to, any currency or currencies other than the currency in which such Notes are denominated.
Status of the Notes:	Notes will be issued on an unsubordinated basis.
Issue Price:	Notes may be issued at any price, as specified in the relevant Final Terms. The price and amount of Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions.
Maturities:	<p>Any maturity, subject, in relation to specific currencies, to compliance with all applicable legal and/or regulatory and/or central bank requirements.</p> <p>Where Notes have a maturity of less than one year and either (a) the issue proceeds are received by the Issuer in the United Kingdom or (b) the activity of issuing the Notes is carried on from an establishment maintained by the Issuer in the United Kingdom, such Notes must: (i) have a minimum redemption value of £100,000 (or its equivalent in other currencies) and be issued only to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses; or (ii) be issued in other circumstances which do not constitute a contravention of section 19 of the FSMA by the Issuer.</p>
Redemption:	Notes may be redeemable at par or at such other Redemption Amount (detailed in a formula, index or otherwise) as may be specified in the relevant Final Terms. Notes may also be redeemable on such dates and in such manner as may be specified in the relevant Final Terms.
Optional Redemption:	Notes may be redeemed before their stated maturity at the option of the Issuer (either in whole or in part) and/or the Noteholders to the extent (if at all) specified in the relevant Final Terms.
Tax Redemption:	Except as described in " <i>Optional Redemption</i> " above, early redemption will only be permitted for tax reasons as described in Condition 10(b) (<i>Redemption and Purchase — Redemption for tax reasons</i>).
Interest:	Notes may be interest-bearing or non-interest bearing. Interest (if any) may accrue at a fixed rate or a floating rate or other variable

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

Denominations:	No Notes may be issued under the Programme which, in the case of any Notes which are to be admitted to trading on a regulated market within the European Economic Area or offered to the public in a Member State of the European Economic Area in circumstances which would otherwise require the publication of a prospectus under the Prospectus Directive, have a minimum denomination of less than €100,000 (or its equivalent in any other currency as at the date of issue of the Notes). Subject thereto, Notes will be issued in such denominations as may be specified in the relevant Final Terms, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements.
Negative Pledge:	The Notes will have the benefit of a negative pledge as described in Condition 5 (<i>Negative Pledge</i>).
Cross Default:	The Notes will have the benefit of a cross default as described in Condition 14 (<i>Events of Default</i>).
Taxation:	All payments in respect of Notes will be made free and clear of withholding taxes of Denmark unless the withholding is required by law. In that event, the Issuer will (subject as provided in Condition 13 (<i>Taxation</i>)) pay such additional amounts as will result in the Noteholders receiving such amounts as they would have received in respect of such Notes had no such withholding been required.
Governing Law:	English law.
Enforcement of Notes in Global Form:	In the case of Global Notes, individual investors' rights against the Issuer will be governed by the Deed of Covenant, a copy of which will be available for inspection at the specified office of the Fiscal Agent.
Selling Restrictions:	For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of offering material in the United States of America, the European Economic Area, the United Kingdom, Denmark and Japan, see " <i>Subscription and Sale</i> " below.

RISK FACTORS

Prospective investors should read the entire Base Prospectus. Words and expressions defined in the "Terms and Conditions of the Notes" below or elsewhere in this Base Prospectus have the same meanings in this section.

Investing in Notes issued under the Programme involves certain risks. Prospective investors should consider, among other things, the following:

Risks Related to the Economic Environment

TDC generates most of its revenue in Denmark and a portion of its revenue in Sweden, Norway and Finland, and is therefore exposed to the general market environment, levels of economic activity and general economic conditions in Denmark and, to a lesser extent, Sweden, Norway and Finland

TDC's business depends on the market environment, levels of economic activity, and general economic developments in Denmark and, to a lesser extent, Sweden, Norway and Finland. In particular, negative developments in, and a general weakness of, the Danish economy in recent years, including a period of increasing levels of unemployment, have negatively impacted the spending patterns of TDC's business and, to a lesser extent, residential customers in Denmark, both in terms of the products they subscribe for and usage levels. In the business markets, some of TDC's current and potential customers have reduced investment levels. Residential markets have been affected by a higher unemployment rate and a general decrease in consumer spending, while bad debts have increased. These factors have resulted, and may in the future result in, among other things, an increased focus on the basic telecommunications services and low cost services, fewer mobile broadband customers than anticipated, lower ARPU than expected for both mobile broadband and landline broadband, and increased churn rates.

Negative or very low economic growth, unemployment levels and other general economic developments in Denmark, Sweden, Norway or Finland could have an adverse effect on TDC's business, financial condition and results of operations.

Risks Related to Competition in the Telecommunications Industry

TDC is subject to significant competition from new and established competitors in Denmark, Sweden, Norway and Finland and to changing market conditions

The Danish telecommunications sector is highly competitive, and a number of the main product markets in which TDC is present are either approaching maturity (broadband and mobile telephony) or declining (landline telephony). TDC faces significant competition from well-established, pan-Nordic and national telecommunications companies, including utilities companies that offer fibre based solutions in a number of product categories and TV distributors. Some of these competitors are subject to fewer regulatory requirements in Denmark than TDC. For more information about TDC's regulatory environment, see "*Description of the Issuer — Regulation*". In many of TDC's markets, future success will depend on TDC's ability to maintain or achieve economies of scale that are sufficient for its operations to be profitable.

In the Danish mobile voice and mobile data market, TDC competes with other MNOs and a number of MVNOs and service providers. Price competition in this market segment is strong and may increase in the future. This market segment has recently experienced intensified marketing of and price reductions on semi flat rate products by SIM-only competitors. Should price competition intensify further, TDC may be forced to lower its prices for certain of its mobile voice products or offer other incentives in order to retain and/or gain customers. If such price reductions or incentives are not accompanied by cost reductions or by an increase in its customer base, usage or services sold, TDC's business, financial condition and results of operations may be adversely affected.

In the landline telephony market, TDC competes with, among others, TeliaSonera (operating under the name Telia), Telenor, utilities companies, Stofa and providers of VoIP, such as Skype. The Danish landline telephony market has been adversely affected mainly by customer migration from traditional landline telephony products to mobile voice and VoIP. The risks relating to the landline telephony market are discussed in more detail below.

In the Danish landline broadband market, more intense competition for broadband customers among existing and new competitors, such as utilities companies, has resulted in increased bandwidth at unchanged, or even reduced, prices as well as significant competition for broadband add-on services. TDC's landline broadband business may also experience increased competition from mobile broadband. While the Danish mobile broadband market has experienced strong growth in recent years, TDC's market share in mobile broadband is considerably lower than in landline broadband. The risks posed by a migration of customers from landline to mobile broadband are discussed in more detail below.

In the pan-Nordic market, TDC competes primarily with TeliaSonera in Sweden and Finland and Telenor in Norway, both of which are long-established incumbent operators in their respective domestic markets with significant presence in other countries (including in Denmark). Some of TDC's business customers are increasingly demanding pan-Nordic solutions covering cross border landline and mobile voice, broadband and data communications. Competition is intense and TDC's primary competitors for pan-Nordic solutions offer full product suites of landline and mobile voice, broadband and data communications. Some of TDC's competitors in these markets may have more comprehensive product offerings, greater economies of scale, greater brand-name recognition and longer established relationships with certain business customers. If TDC is unable to provide competitive cross border solutions for TDC's Nordic business customers, an important segment of TDC's customer base could be lost, which could have an adverse effect on TDC's business, financial condition and results of operations.

TDC's TV business faces competition from other cable TV operators as well as providers of alternative TV platforms, such as DTT, DTH and TVoIP. For a description of the risks related to competition from alternative platforms, see "*TDC is exposed to competition from alternative telecommunications platforms*" below.

TDC is exposed to the migration of customers from traditional landline telephony to mobile voice and VoIP and from landline broadband to mobile broadband. In these market segments, TDC's market shares are smaller and margins are lower than in the landline telephony and broadband market

The customer base for traditional landline telephony (PSTN/ISDN) has been decreasing due to migration to mobile voice and VoIP as mobile prices have decreased and as broadband providers have offered VoIP at significantly reduced prices compared with traditional landline telephony. Antenna and housing associations have used their cable networks and utilities companies have used their fibre infrastructure to provide customers with telephony services alongside pay-TV and broadband services. As a result of such developments, TDC risks losing its traditional landline customers faster than currently anticipated. TDC has smaller shares of the mobile voice market, the VoIP market and the fibre infrastructure market in Denmark compared with its share of the traditional landline market, which means that migration has adversely affected, and may in future adversely affect, TDC's customer base, business, financial condition and results of operations.

Some customers who have migrated from TDC's traditional landline telephony products have subscribed for other TDC products, such as TDC's VoIP, mobile voice and broadband products. Even if TDC could manage to retain all the customer migration from traditional landline telephony to the substitution products, its total business may still experience decreasing profit, as margins for these substitution products are generally lower than the margins for traditional landline telephony.

As prices have decreased while bandwidth and coverage have increased, mobile broadband appears for certain customers to have become an alternative to, instead of merely complementing, landline broadband. TDC's market share in mobile broadband is significantly smaller than in landline broadband, and therefore such migration has had, and may continue to have, an adverse effect on TDC's business, financial condition and results of operation. This market segment experiences continued price decreases due to intense competition. Failure by TDC to increase its mobile broadband market share could have an adverse effect on TDC's business, financial condition and results of operations.

The Danish landline telephony and broadband markets have experienced price discounting and expansion of flat rate products

The landline telephony and broadband markets have, in recent years, experienced price discounting and, more significantly, an expansion of flat rate products. A continuation of this trend to other markets may adversely affect TDC's business, financial condition and results of operations.

The introduction of mobile handsets with VoIP functionality may adversely affect TDC's pricing structures and market share in its voice business

The introduction of mobile handsets with VoIP functionality may adversely affect TDC's pricing structures and market share in its landline and mobile voice business. VoIP over mobile telephony networks is an emerging technology influenced by large, global companies some of which have greater resources than TDC, such as Apple, Google, Microsoft and Skype, and there can be no assurance that TDC will be able to develop product offerings and price plans that will prevent erosion of revenue or profitability from TDC's voice business. If TDC is unable to achieve this, its business, financial condition and results of operations may be adversely affected.

TDC is exposed to competition from alternative telecommunications platforms

Substitutions to a number of TDC's telecommunications technologies exist by means of alternative technology to satisfy customer demand. Any significant migration from TDC's technology to an alternative could have an adverse effect on its business, financial condition and results of operations.

In recent years, a number of regional Danish utilities companies have rolled out fibre networks to offer landline telephony, broadband and TV products primarily targeted at residential customers. As of the date of this Base Prospectus, the utilities companies have not attracted a large share of the markets for such products, but if they are successful in the future, for example as a result of recent efforts by certain utilities companies to jointly market their product offerings under the Wao! brand, or otherwise attract substantial residential or business customers, this may result in increased pressure on prices for landline telephony, broadband and pay-TV. Such price pressure could have an adverse effect on TDC's customer base, market shares and price levels, which could adversely affect its business, financial condition and results of operations.

YouSee and TDC TV have faced competition from cable TV operators and from providers that offer pay-TV services on other platforms, such as utilities companies, DTH satellite distributors, DTT providers and operators offering TVoIP. Competition has been driven by price, the range of channels offered, the ability to offer digital TV services such as PVR, video-on-demand and HDTV and customer service. TDC believes that the number of channels in the generally accessible terrestrial network, as well as the supply of TV through the utilities companies' roll-out of a FTTH network, may increase significantly during the coming years, which could adversely affect TDC's TV business, including YouSee. Increased competition in the Danish TV distribution market may also arise from internet based content providers such as media and communications companies such as YouTube and Google, which could create significant price pressure. Failure by TDC to respond adequately to these challenges may have an adverse effect on TDC's customer base and its share of the Danish TV distribution market, which could adversely affect TDC's business, financial condition and results of operations.

Risk related to public tender of framework agreement with National Procurement (Statens og Kommunernes Indkøbs Service A/S or "SKI")

SKI has announced that the current framework agreement concerning telephony and data will be terminated as a result of an opinion from the Danish Competition and Consumer Authority questioning the legality of specific terms in one of the framework agreements SKI has concluded, which is also of relevance for the framework agreement concerning telephony and data. The framework agreement concerning telephony and data will be subject to a new public tender later in 2011. TDC is a party to the current framework agreement. No assurance can be given that TDC will win the tender for a new framework agreement or that the prices in the framework agreement will be at the same level as the prices in the current framework agreement.

Risks Related to TDC's Business Activities

TDC may not be successful in adapting to product and technological developments and a failure to do so, or the cost of doing so, may adversely affect TDC's business, financial condition and results of operations

Technologies in many of the product markets in which TDC competes change rapidly. TDC needs to anticipate and react to these changes by developing new and enhanced products and services quickly. In addition, new technologies could become dominant in the future, rendering TDC's current technologies

and systems obsolete, for example. TDC's ability to adapt successfully to changes in technology in its industry and provide new or enhanced services in a timely and cost-effective manner will be important factors that determine whether TDC can increase or maintain its customer and revenue base. If TDC is unable to do so, TDC's business, financial condition and results of operations could be adversely affected.

Costs associated with future product offerings, new technological developments and the operation of TDC's existing and future networks and technologies may also increase, due to many factors, some of which are outside TDC's control, including additional requirements for bandwidth, complexity of new solutions, potential incompatibility with TDC's current systems and the cost of content. The level and timing of future operating expenses and capital requirements may differ materially from current estimates due to various factors, many of which are beyond TDC's control. If TDC is not able to fund these costs, or if it chooses not to fund these costs, then its business, financial condition and results of operations could be adversely affected.

TDC relies on its network infrastructure and other critical systems, that are vulnerable to disruptive events and a substantial part of which are not covered by insurance

TDC's equipment and networks may be damaged or disrupted by events such as fire, power outages and equipment or system failures, including those caused by terrorist attacks, unauthorised access or computer viruses. In recent years, parts of TDC's fibre and landline networks have been affected by severe weather and have been damaged as a result of works undertaken by construction and installation companies. Major damage or disruptions could result in failure of TDC's networks or systems or of the third party owned local and long-distance networks on which TDC relies to provide its subscribers with interconnection and roaming services. This could affect the quality of TDC's services or cause service interruptions, which could result in customer dissatisfaction, regulatory penalties and reduced revenue. Network or system failures could also harm TDC's reputation or impair TDC's ability to retain and attract new customers, which could have an adverse effect on TDC's business, financial condition and results of operations. TDC's business continuity plans, network security policies and monitoring activities may not mitigate the impact of or prevent such disruptive events.

TDC relies on certain sophisticated critical systems, including exchanges, switches, other key network points and TDC's billing and customer service systems. The hardware supporting those systems is housed at relatively few locations and if damage were to occur to any of these locations or if those systems develop other problems, TDC's business, financial condition and results of operations could be adversely affected.

Based on its risk analyses, TDC's policy has been not to insure its underground, air and sea cables. If these network elements were disrupted as described above, TDC may not have sufficient resources to make necessary repairs or replacements, and such repairs and replacements may entail significant costs.

Also, if repairs or replacements of TDC's telecommunications network (or substantial parts of it) were required, TDC may not be able to complete such repairs or replacements, or may not be able to do so in a timely manner. This could adversely affect TDC's ability to provide services to its customers or the quality of its services, which could result in customer dissatisfaction and regulatory penalties, and could adversely affect TDC's business, financial condition and results of operations.

TDC competes in part by offering complex converged and bundled products, and may not succeed in developing such products or may be unsuccessful in marketing such products

The Danish telecommunications market has been, and TDC expects that it will continue to be, influenced by providers offering residential customers converged products and bundles of services such as multi-play packages. Similarly, in recent years, business customers have favoured converged and bundled products. Since 1997, TDC has offered Duet, a converged landline and mobile product, which it has sold to a substantial portion of its customer base. Early in 2009, TDC launched the bundled multi-play products TDC HomeDuo (telephony and broadband) and TDC HomeTrio (telephony, broadband and TV). In addition, TDC plans to launch a quadruple-play product in 2011. TDC believes that its ability to offer new converged and bundled products, either by enhancing existing products or developing new products, will continue to be an important factor in its business. However, such types of bundled products can be complex due to the technological, logistical and pricing complexities of combining two or more services as a single product offering. If TDC fails to continue to offer attractive new bundled products in the

future, or to successfully market such offerings to customers, TDC's customer base and market shares could decline, and its business, financial position and results of operations could be adversely affected.

TDC relies on key management and other personnel and its ability to attract and retain qualified employees

TDC's success relies heavily on the skills, experience and efforts of its management. In addition, as TDC's business develops in a highly competitive market, TDC believes that its future success will depend on its continued ability to attract and retain highly skilled and qualified personnel. This may be difficult, especially as Denmark's labour market is still characterised by low unemployment and bottlenecks for highly skilled personnel.

TDC relies on its information technology systems for the operation of its business, which may be disrupted by hacking or systems failure

TDC's information technology system comprises numerous intra-linked systems that are periodically updated, upgraded, enhanced and integrated with new systems. If these systems cannot be maintained adequately, or if the systems cannot provide a basis to support new or expanded products or services, TDC's ability to service its customers may be adversely affected.

As the telecommunications sector has become increasingly digitalised, automated and online based, TDC has become exposed to increased risks of hacking and general information technology system failures. Unanticipated information technology problems, system failures, computer viruses, hacker attacks or unauthorised access to TDC's server could affect the quality of TDC's services, compromise the confidentiality of TDC's customer data or cause service interruptions, which could harm TDC's reputation and adversely impact TDC's market share, business, financial condition or results of operations.

TDC depends on third party suppliers and operators who may fail to deliver or may discontinue their products or services, terminate their contractual relationship or seek to charge TDC prices that are not competitive

TDC relies on third parties for the supply of equipment and certain critical systems, such as exchanges, switches, handsets, such as smartphones and other hardware. TDC also depends on MVNO and roaming agreements outside Denmark and interconnection agreements with other operators, some of which are TDC's competitors. Failure to perform by such suppliers and operators or difficulties or delays in interconnecting with other networks and services may delay or prevent TDC from providing products and services to its customers, which may adversely impact TDC's business, financial condition and results of operations. If this occurs, TDC cannot provide assurance that it will be able to, or have the right to, recover payments made to such suppliers or operators for their products or to obtain damages or other remedies.

Any price increases introduced by suppliers may adversely affect TDC's business, financial position and results of operations, to the extent that TDC is unable to pass on such price increases to its customers. TDC and its suppliers may also disagree on their contractual relationship which may lead to commercial disputes or escalate to legal proceedings, the outcome of which is uncertain. TDC and its suppliers may terminate their contractual relationship and no assurance can be given that TDC will be able to find alternative suppliers on terms acceptable to TDC or in a timely manner or at all. Switching to alternative suppliers could also cause difficulty or delays in the provision of support and maintenance, new products and upgrades and operational services. This is particularly the case in relation to agreements relating to the maintenance, development and operation of functions which have been outsourced, including several of TDC's information technology activities and its mobile network.

TDC has outsourced substantial parts of its information technology operations and development to CSC Consulting Group A/S ("CSC") and the operation and build-out of its Danish mobile network to Ericsson Danmark A/S ("Ericsson"). This has exposed TDC to additional operational dependency and risks, as TDC relies on these and other suppliers to maintain and upgrade its hardware, software and mobile network. Any discontinuance of these supply agreements or failure by TDC's suppliers to comply with their obligations under these agreements could lead to the delay of upgrades and new products and features from suppliers. In the event that TDC's current outsourcing arrangements become unsatisfactory, or either of CSC or Ericsson is unable or fails to fulfil its obligations, TDC may not be able to find new outsourcing partners on economically attractive terms or on a timely basis or at all. Such actions could

impact TDC's ability to develop new products and its supply of existing or new products and the quality of the support services associated with the outsourced function may deteriorate. Failure by CSC or Ericsson to perform their services in a timely and effective manner at acceptable costs could have an adverse effect on TDC's operations.

TDC's potential for growth in the mobile voice and data segment is highly dependent on its ability to secure the supply of handsets, including smartphones, which meet customers' demands. If TDC fails to secure the supply of smartphones or other products to meet customers' demands, its ability to retain and attract customers may be negatively impacted, which may adversely affect its business, financial condition or results of operations.

If TDC is not able to secure the supply of sufficient and attractive content, sales of TDC's products and services with a content component, such as cable TV, broadband and mobile telephony, could be adversely affected, which may have an adverse effect on TDC's business, financial condition or results of operations. In particular, YouSee and TDC's TV business are dependent on YouSee's ability to source attractive TV content at competitive prices. If one or more of TDC's agreements with certain content providers, such as Viasat, TV2 Networks or SBS, is not extended or renewed upon expiry or is extended on less advantageous terms or TV content is otherwise constrained, TDC's competitive position in the TV distribution market could be adversely affected.

In addition to its own distribution networks, TDC uses a number of retailers, sales agencies and other distributors to distribute or sell its products, and any interruption in these contractual relationships could increase TDC's costs and have an adverse effect on its business, financial condition and results of operations

In addition to its own distribution network, TDC uses a number of retailers, sales agencies and other distributors to distribute or sell its products and services to retail and business customers. There is a risk that TDC's distributors may stop distributing TDC's products to end users for reasons beyond TDC's control. In addition, TDC's distributors have distribution agreements with some of TDC's competitors or they may enter into additional distribution agreements with TDC's competitors that may negatively affect customer intake and TDC's market share. If TDC fails to maintain these distribution relationships, or its distribution partners fail to provide sufficient customer intake for TDC, this could have an adverse effect on TDC's business, financial condition and results of operations.

TDC may not be able to successfully execute its ongoing or future initiatives to improve operating efficiency and reduce operating expenses

In recent years, TDC has actively sought to reduce operating expenses and improve operating efficiency. For a summary of TDC's past and current restructuring and cost reduction programmes, see "TDC's transformation since 2006" in the 2010 Annual Report. TDC can give no assurances that its ongoing and future cost reduction initiatives will be successful in achieving their desired effect or that such initiatives will be executed as and within the time frame anticipated. The execution of restructuring and cost reduction initiatives may have adverse consequences, such as diversion of management time, customer complaints or industrial action, and may require TDC to record significant one-off costs as Special Items, such as provisions for redundancies. If TDC fails to successfully execute its ongoing or future initiatives to improve operating efficiency and reduce operating expenses, its business, financial position or results of operations may be adversely affected.

TDC may not fully recoup its infrastructure investments, including the investments currently undertaken to offer LTE services

TDC has made and expects to continue to make significant infrastructure investments. Such investments are only recouped later, if at all, based on TDC's expectations with regard to the future developments of the markets and customer behaviour. There can be no assurance that TDC's current or future investments will generate the expected results and profits.

In particular, TDC anticipates that mobile data services and enhanced products and services, such as smartphones, higher internet speeds and add-on service offerings, will be important drivers of its future growth. In order to enable TDC to offer such services in the future, TDC has recently invested in a new licence through which it has access to 2x20 MHz of paired spectrum in the 2.5 GHz frequencies. TDC intends to use this spectrum primarily to offer LTE services to its customers in the future. In order to

launch LTE services, TDC expects that it will need to make further significant investments to acquire and develop new network equipment, network software, new products and related infrastructure and services and may in addition, require further significant investments to acquire further spectrum in the future. However, a profitable market for LTE services using this spectrum may not develop in the time frame contemplated or at all, due to, for example, pricing constraints. If a profitable market fails to develop, TDC's ability to recoup its investment in such network equipment, software and products may be adversely affected. In addition to a negative impact on cash flows, this could result in significant write downs of the value of the related investments.

Future workforce reductions may require significant redundancy costs and industrial actions

As part of its cost reduction initiatives, TDC will continue to streamline its workforce in the years ahead. Many of TDC's employees (approximately 25 per cent. in Denmark) have civil servant pension rights and some of these are entitled to special severance benefits. Therefore any workforce reduction entails significant redundancy costs, which would affect TDC's earnings in the short run.

Although Danish law imposes no significant restrictions on workforce reductions, and TDC's labour unions have no right under Danish law to veto any workforce reductions, reductions may lead to strikes, work stoppages or other industrial actions. In the summer of 2010, for the first time since 2005, TDC experienced a significant strike, due to workforce reductions. TDC has entered into 'truce' agreements with the telecommunications departments of the Danish Metal Workers Union (*Dansk Metal*), the Association of Managers and Employees in Special Positions of Trust in TDC (*Lederforeningen i TDC, LTD*) and the Danish Confederation of Professional Associations (*Akademikernes Centralorganisation - AC*). In these agreements, TDC has agreed to follow certain procedural guidelines when reducing its workforce. The 'truce' agreements will expire at the end of 2011, but may be terminated by TDC or the unions with three months' notice if the assumptions behind the truces lapse or change.

An infringement of TDC's trademarks could adversely affect TDC's business; TDC may be prevented from using important intellectual property if a third party were to make infringement claims

Most of TDC's products and services are marketed and sold under its brand names TDC, YouSee, Telmore, Fullrate and M1. TDC relies upon a combination of trademark laws, copyright and database protection as well as contractual arrangements to establish and protect its intellectual property rights. However, third parties may infringe TDC's trademarks and internet domain names, which could have an adverse effect on TDC's business, financial condition and results of operations. TDC cannot guarantee that any lawsuits or similar actions initiated to protect its intellectual property rights will be successful.

Third parties have claimed and may in the future claim that TDC or its suppliers are infringing third party intellectual property rights, such as patent rights. As a result of any legal action with respect to such claims, TDC may be unable to use intellectual property that is material to the operation of its business, which could prevent TDC from marketing or selling certain products or services, or require TDC to pay significant damages or higher prices for products or services due to a third party's successful intellectual property claim. In addition, legal action, regardless of outcome, could result in substantial costs to TDC and diversion of its resources.

Actual or perceived health risks or other problems relating to mobile handsets or base stations could lead to decreased mobile communications usage and litigation

TDC is aware of public concerns that the electromagnetic signals from mobile handsets and base stations may pose health risks or interfere with the operation of electronic equipment. Actual or perceived risks associated with mobile handsets or base stations and related publicity, regulation or litigation could reduce TDC's mobile phone customer base, cause mobile telephone customers to use their mobile phones less, make it difficult to find or maintain attractive sites for base stations or potentially result in litigation costs. Any of these events could adversely affect TDC's business, financial condition or results of operations.

Risks Related to TDC's Regulatory Environment and Litigation

The Danish regulatory framework is currently undergoing a revision, the outcome of which could adversely affect TDC's financial condition and results of operations

Denmark's regulatory telecommunications framework is based on EU regulation. The EU regulatory telecommunications framework has been revised and must be implemented in Denmark by 25 May 2011. In connection with the implementation of this framework, obligations may be imposed on TDC which may have an adverse effect on TDC's business, financial condition and results of operations.

A bill of an amended Danish Tele Act (the "**Tele Act Bill**") has been introduced. The Tele Act Bill will grant the Danish National IT and Telecom Agency (*IT- og Telestyrelsen*) ("**NITA**") increased flexibility regarding obligations to be imposed on providers with Significant Market Power, such as TDC. For example, the specific content and scope of the price control obligation will be determined by NITA in each specific case, see "*Regulation*" in the 2010 Annual Report. The proposed regulation and the enhanced powers of NITA may result in regulation and decisions which may have an adverse effect on TDC's business, financial conditions and results of operations.

A revision of the political agreement on the guidelines for Danish telecommunications policy has been recommended by the Ministry of Science, Technology and Innovation's High Speed Committee and several of the Danish political parties behind the political agreement, including the governing Danish Liberal Party, have stated their intention to revise the ten-year old agreement. The recommendations in the High Speed Committee's report are likely to set the agenda for a possible revision which may entail changes to the legal and regulatory framework under which TDC operates. Any such changes may have an adverse effect on TDC's business, financial condition and results of operations.

TDC has been designated as having Significant Market Power in several Danish telecommunications markets and is, therefore, subject to substantial restrictions and obligations that have an adverse effect on TDC's business, financial condition and results of operations, the effects of which could be further intensified if significant changes to such restrictions and obligations were to occur

TDC has been designated as having Significant Market Power in a number of wholesale markets where the majority of TDC's prices are regulated and the prices are set using predominantly a LRAIC model. For a description of the markets and the implications of having Significant Market, see "*Regulation*" in the 2010 Annual Report. The landline LRAIC model is based on a hypothetical "all-internet protocol network", whereby cost is calculated assuming that all the services are produced based on packet switched, as opposed to circuit switched technology, using an IP. This has led to significant reductions in the LRAIC regulated prices, which took effect on 1 January 2010. As a result, from 1 January 2010, TDC has only been allowed to charge the reduced LRAIC regulated prices to other providers in the market for landline interconnection and this has had, and will continue to have, an adverse effect on TDC's results of operations. The change to price regulation may benefit TDC's competitors in Denmark and may, therefore, adversely affect TDC's competitiveness, and this trend could intensify in the future.

On 7 May 2009, the European Commission made a recommendation regarding change of the long-run incremental cost LRAIC method regarding both wholesale termination rates in landline and mobile networks. According to this recommendation, incremental costs should be defined as avoidable costs. The application of such an avoidable cost method will lead to a significant reduction in the wholesale prices TDC can charge. The changes have not yet been implemented in the applied LRAIC models, but are expected to be implemented in the first half of 2011.

On 22 December 2009, NITA issued a revised market analysis and decision on the market for broadband access (market 5) followed by a supplementary decision on 3 November 2010. Currently, TDC is considering whether to appeal the supplementary decision regarding BSA via fibre to the Telecommunications Complaints Board. According to these decisions, TDC is required to offer wholesale BSA to broadband via fibre and via coax in addition to the long existing requirement to offer wholesale BSA to broadband via copper. The pricing is set using a LRAIC model. The requirement regarding fibre came into effect on 3 December 2010. However, until a new LRAIC model for wholesale BSA to broadband via fibre has been developed, the prices will be set according to the historic cost method and on 3 January 2011, NITA decided that this entails that existing prices can be maintained until the LRAIC decision is reached. The requirement regarding coax comes into effect when (i) a LRAIC model for

wholesale BSA via coax has been developed and comes into effect, and (ii) a competitor has formally asked for BSA to broadband via coax. The outcome of any revisions to the LRAIC models is uncertain.

The requirement to provide wholesale BSA to broadband via coax and via fibre could have an adverse effect on TDC's business, financial condition and results of operations, in part by adversely impacting its geographic coverage advantage and ability to offer high speed broadband as a differentiating competitive factor, and may result in favourable conditions for TDC's competitors in Denmark and thus could adversely affect TDC's competitiveness. Furthermore, no assurance can be provided that such requirements will not be extended in the future.

TDC has appealed the 22 December 2009, decision to the ordinary courts of Denmark with respect to the obligation to offer wholesale BSA to broadband via coax not owned by TDC but where TDC supplies broadband services to the households connected to the network and controls the frequencies necessary for the broadband distribution. In the opinion of TDC, TDC is not required to offer wholesale BSA to broadband via coax not owned by TDC unless this is explicitly provided for in an agreement between the owner of the network and TDC, but the decision is unclear in relation to these obligations.

Reintroduction of a price cap on TDC's USO products could adversely affect TDC's results of operations

TDC is designated as the universal service provider in Denmark, in line with the EU Universal Service Obligation ("USO") Directive and Danish USO Regulation which are designed to ensure that all end users have access to certain basic affordable telecommunications services regardless of their geographical location. In the past, NITA fixed the prices that TDC could charge its Danish USO customers for using PSTN services, but these price caps were lifted at the end of 2005. However, if NITA reintroduced a price cap on TDC's USO products and services at any point in the future, this could have an adverse effect on TDC's results of operations.

The licences for the key technologies underlying TDC's offerings have finite terms and the failure to renew any of these licences upon expiration, or TDC's inability to obtain new licences for new technologies, could adversely affect its business, financial condition and results of operations

The use of certain key technologies in Denmark and other countries is subject to the grant of licences from public regulators, in Denmark NITA. TDC is dependent upon such licences in order to provide many of its products and services.

TDC is licensed to provide mobile telecommunications services in Denmark. TDC has one UMTS licence to provide 3G services in Denmark, which expires on 31 October 2021. In addition, TDC has three GSM licences in Denmark: DCS 1800 (expiring on 12 June 2017), DSC6 (expiring on 12 June 2017) and GSM1 (expiring on 31 December 2019). On 10 May 2010, TDC acquired a licence through which it has access to 2x20MHz of paired spectrum in the 2.5 GHz frequencies (expiring on 31 May 2030). NITA may withdraw existing licences if TDC does not meet the licence conditions, which include obtaining the regulator's consent in the event of a change of control. After the expiration dates, TDC will have to reapply for, or reacquire, new licences which may entail significant costs for TDC. There can be no assurances that TDC will be successful in any such application or in any future applications for further licences. In the event that TDC is unable to renew a licence or obtain a new licence for any technology that is important for the provision of TDC's service offerings, TDC could be forced to stop using that technology and TDC's business, financial position and results of operations could be adversely affected.

TDC is subject to risks from legal and arbitration proceedings that could cause it to incur substantial costs, pay substantial damages or prohibit it from selling its products

TDC is involved and may in the future become involved in commercial disputes as well as legal and arbitration disputes, with public authorities or private parties, which involve substantial claims for damages or other sanctions, for instance arising out of acquisitions or disposals or subsidiaries or other material assets made over the past years or out of other material contracts entered into by TDC. The outcome of these and any potential future proceedings is difficult to predict with certainty. In the event of a negative outcome of any material proceeding, whether based on a judgement or a settlement agreement, TDC could be obligated to make substantial payments or accept other sanctions, which could have an adverse effect on its business, financial condition and results of operations. In addition, the costs related to litigation and arbitration proceedings may be significant. Further, TDC has undertaken representations

and warranties in agreements to divest certain enterprises which is in line with common practice. Such representations and warranties may lead to a payment, which may or may not be provided for in the accounts.

TDC is subject to Danish and European competition law regulation

TDC is subject to Danish and European competition law regulation. Both of these prohibit agreements and practices, the purpose or result of which is to restrict competition as well as behaviour that constitute an abuse of a dominant position. Furthermore, both Danish and European laws contain merger control regulation. The Danish Competition Act was recently amended so that the threshold for notifiable mergers was lowered significantly. Pursuant to the Danish Competition Act, a merger must be notified to the Danish Competition and Consumer Authority if the businesses concerned have a total aggregate annual turnover in Denmark of at least DKK 900 million and at least two of the businesses concerned have a total annual turnover in Denmark of at least DKK 100 million each, or at least one of the businesses concerned has a total annual turnover in Denmark of at least DKK 3.8 billion and at least one of the other businesses concerned has a total worldwide annual turnover of at least DKK 3.8 billion.

Given TDC's size and market positions, competition regulation significantly restricts TDC's ability to operate. In particular, the potential for further acquisitions in the Danish market has been restricted by the recent amendment of the Danish merger control regulation. Likewise, TDC's Danish practices and agreements have been and are likely to continue to be subject to review by the Danish Competition and Consumer Authority for possible infringements of the Danish Competition Act. While TDC pays significant attention to its agreements and practices compliance with the Competition Act, it is often difficult to assess whether a practice or agreement is compliant with the Danish Competition Act and no assurance can be given that the relevant authorities will agree with TDC's interpretation of such regulation.

On 30 September 2010, the Danish Competition and Consumer Authority announced that it had undertaken an investigation of the TV-distribution market in Denmark. The Authority's assumption is that there is currently not a sufficiently effective competition in the market given the low number of distributors and the fact that certain TV-channels can only be obtained via particular distributors. The Authority expects to announce the results of the investigation before the summer of 2011. No assurance can be given as to the outcome of the investigation or its possible impact on TDC's (including YouSee's) business, financial position or results of operation.

Financial and Taxation Risks

Risks regarding borrowing facilities

As of 31 December 2010, TDC had DKK 22.607 million in net interest-bearing debt outstanding, of which DKK 17,852 million was outstanding under the senior facilities agreement originally entered into by TDC as borrower and guarantor with, amongst others, Nordic Telephone Company Holding ApS as the original borrower and the original guarantor and a number of banks as lenders on 3 March 2006 (the "**Senior Facilities Agreement**"). TDC will in the future remain subject to significant obligations with regard to servicing and repayment of the Senior Facilities Agreement and other facilities.

The Senior Facilities Agreement contains certain restrictive covenants, such as limitations on acquisitions and joint ventures, incurring financial indebtedness, providing guarantees, granting security and asset disposal. The restrictions on acquisitions and joint ventures, incurring financial indebtedness and providing guarantees are suspended as long as TDC maintains a leverage ratio of less than 3.5x (calculated in accordance with the Senior Facilities Agreement) at the end of each of the most recent two quarters or a long-term corporate credit rating of BBB- and Baa3 from Standard & Poor's Rating Services, a division of the McGraw-Hill Companies, Inc. and Moody's Investors Services Limited (the "**Release Condition**").

Failure by TDC to satisfy the Release Condition will significantly limit its flexibility in operating its business, which may adversely affect TDC's business, financial conditions and results of operations.

TDC's existing borrowing facilities require it to comply with financial ratios and satisfy specified financial tests. Events beyond TDC's control may affect its ability to do so and, as a result, TDC cannot assure Noteholders that these ratios and tests will be met. If a default occurs under such agreements, the

lenders could terminate their commitments and upon acceleration declare all amounts owed to them due and payable. Acceleration of the debt under the Senior Facilities Agreement could cause a default under the terms of certain debt agreements that contain a cross-default (i.e., the euro medium term notes and interest-rate hedging arrangements), causing all such other debt under these agreements to be accelerated. If this were to occur, TDC may not have sufficient assets to repay its debt. Further, a breach by TDC's majority shareholder NTC of certain provisions under the Senior Facilities Agreement (or other finance documents relating thereto) may constitute an event of default under the Senior Facilities Agreement allowing the lenders to terminate their commitments and declare all amounts owed to them by TDC due and payable (with the same consequences as considered above).

As of 31 December 2010, NTC had no outstanding debt, i.e., no debt under the Senior Facilities Agreement, no high yield bond debt or debt under other loan agreements.

TDC's ability to generate the significant amount of cash needed to service its debt depends on many factors beyond its control. TDC's ability to pay and refinance its debt and fund working capital and capital expenditures will depend on its future operating performance and ability to generate sufficient cash. This depends, to some extent, on general economic, financial, competitive, market, legislative, regulatory and other factors, many of which are beyond TDC's control, as well as the other factors discussed in this section.

Noteholders cannot be sure that the TDC Group's business will generate sufficient cash flows from operations or that sufficient future debt and equity financing will be available for TDC to pay its debts when due or to fund its liquidity needs. If TDC's future cash flows from operations and other capital resources (including its existing borrowing facilities) are insufficient to pay its debts as they mature or to fund its liquidity needs, TDC may be forced to reduce or delay its business activities and capital expenditures, sell assets, raise additional debt or equity capital or restructure or refinance all or a portion of TDC's debt on or before maturity. Noteholders cannot be certain that any of these alternatives will be accomplished on a timely basis or on satisfactory terms. In addition, the terms of TDC's debt, and that of its parent company and any future debt, may limit TDC's ability to pursue any of these alternatives.

Interest-rate risk

TDC's debt and derivatives bear interest at variable rates. As a result, an increase in market interest rates could increase TDC's interest expense and its debt service obligations, which would exacerbate the risks associated with its capital structure and would have an adverse effect on TDC's business, financial conditions and results of operations. Hedging may also be expensive to maintain and may inadequately protect TDC against adverse movements in interest rates.

As of 31 December 2010, the interest-rate risk relating to 76 per cent. of TDC's gross debt was hedged. The portion of the gross debt that is hedged may vary in the future.

Exchange-rate risk

TDC is subject to exchange-rate risk owing to revenue originating in Sweden and Norway, where TDC conducts its business operations and prepares its financial statements in currencies other than Danish kroner (DKK) or euro (EUR).

Any loss in the value of these currencies against the Danish krone will reduce, from TDC's perspective, the value of TDC's investments in the relevant business activities and the income derived from them.

Further, TDC is exposed to exchange-rate risk arising from financing activities in other currencies than DKK. Adverse fluctuations in exchange rates between DKK and these currencies may adversely affect TDC's business, financial condition and results of operation. As of 31 December 2010, 97 per cent. of TDC's nominal gross debt (including derivatives) was denominated in EUR.

Credit rating

A downgrade of TDC's credit ratings could increase its financing costs and limit its access to financing sources.

TDC's credit ratings are subject to periodic review by the rating agencies. If TDC's results of operations deteriorate for any reason, any or all of TDC's ratings may be downgraded. A credit rating downgrade

could increase TDC's financing costs, limit its access to financing sources and impede TDC's ability to refinance all or a portion of its outstanding debt.

TDC may have to contribute assets to its pension funds

Some of TDC's present and former employees are entitled to a pension from TDC Pensionskasse, the fund related to TDC. The pension fund invests in a variety of marketable securities and real estate, including fixed income and equities. The rate of return on these investments has implications for TDC's financial results and pension plan funding requirements. TDC also operates defined benefits plans that cover employees of TDC Norway.

If TDC Pensionskasse is not able to meet the capital adequacy requirements under the Danish Act on Company Pension Funds, TDC is required immediately to make contributions to cover the shortfall. TDC is not expected to be able to withdraw funds from the pension fund if it has a surplus of assets.

As of 31 December 2010, for accounting purposes only, TDC's balance sheet shows a net positive pension asset related to its Danish defined benefit plans, but no assurance can be given that TDC will not in the future have to make contributions to cover any shortfall in meeting the capital adequacy requirements under the Danish Act on Company Pension Funds.

The Danish Financial Supervisory Authority (*Finanstilsynet*) has introduced a mortality benchmark for members of company pension funds, which was implemented on 1 January 2011. The Financial Supervisory Authority now also requires that TDC Pensionskasse analyses whether the mortality of the members of the pension fund deviates from the benchmark and submits a report on this matter to the Authority on 1 July 2011 at the latest. Deviation from FSA's benchmark shall be allowed only if the pension fund can provide adequate documentation that there is a significant and justifiable reason for the difference in mortality between that of the pension fund and the benchmark. In TDC Pensionskasse's opinion, the mortality of the members of the pension fund deviates from that of the FSA benchmark in Denmark. If the FSA disagrees, and the pension fund has to apply the benchmark, it will result in higher pension provisions in TDC Pensionskasse and will possibly require the injection of funds by TDC to comply with the statutory solvency requirements.

TDC's tax position can be challenged by local tax authorities, and is subject to potential adverse changes in tax laws

TDC is subject to the tax legislation in effect in the countries where it conducts business. Tax laws have been amended in the past in ways that have had an adverse effect on TDC. Any future amendment of the tax rules including value added tax ("VAT") in the countries where TDC conducts business may adversely affect TDC's payable corporate tax and VAT and its future results of operations. TDC aims at ensuring correct and timely reporting and payment of direct and indirect taxes.

TDC pursues an active tax policy to optimise its tax expenses and to ensure tax risk management with a low margin of unidentified risks. This tax policy implies a risk for TDC's tax position to be challenged by local tax authorities. TDC evaluates the tax risks associated with this tax policy and makes financial provisions for these risks when required. However, due to the inherent uncertainty related to these tax risks, the provisions made may not be sufficient to cover the actual taxes and related costs payable by TDC. If the actual taxes and related costs payable by TDC exceed the provisions made, it will have an adverse effect on TDC's financial condition and results of operations, and may also adversely affect TDC's cash flow.

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

The Notes may not be a suitable investment for all investors

Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;

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

Some Notes are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as standalone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor's overall investment portfolio.

Fixed rate Notes

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

Index Linked Notes and Dual Currency Notes

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

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

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

Zero Coupon Notes

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

Variable rate Notes with a multiplier or other leverage factor

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

Fixed/floating rate Notes

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

Inverse floating rate Notes

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

Notes issued at a substantial discount or premium

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

There is no active trading market for the Notes

Notes issued under the Programme will be new securities which may not be widely distributed and for which there is currently no active trading market (unless in the case of any particular Tranche, such Tranche is to be consolidated with and form a single series with a Tranche of Notes which is already issued). If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer. Although applications have been made for the Notes issued under the Programme to be admitted to listing on the official list and trading on the regulated market of the Luxembourg Stock Exchange, there is no assurance that such applications will be accepted, that any particular Tranche of Notes will be so admitted or that an active trading market will develop. Accordingly, there is no assurance as to the development or liquidity of any trading market for any particular Tranche of Notes.

The Notes may be redeemed prior to maturity

In the event that the Issuer would be obliged to increase the amounts payable in respect of any Notes due to any withholding or deduction for or on account of, any present or future taxes, duties, assessments or

governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the jurisdiction of the Issuer or any political subdivision thereof or any authority therein or thereof having power to tax or any change in the application or official interpretation of such law or regulations, the Issuer may redeem all outstanding Notes in accordance with the Conditions.

In addition, if in the case of any particular Tranche of Notes the relevant Final Terms specify that the Notes are redeemable at the Issuer's option in certain other circumstances the Issuer may choose to redeem the Notes at times when prevailing interest rates may be relatively low. In such circumstances an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the relevant Notes.

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

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

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

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

Modification, waivers and substitution

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

Notes with integral multiples

In relation to any issue of Notes which have a denomination consisting of the minimum Specified Denomination plus a higher integral multiple of another smaller amount, it is possible that the Notes may be traded in amounts in excess of the Specified Denomination that are not integral multiples of the Specified Denomination. Noteholders who, as a result of trading such amounts, hold a principal amount of Notes other than a multiple of the minimum Specified Denomination will receive definitive Notes in respect of their holding (provided that the aggregate amount of Notes they hold is in excess of the minimum Specified Denomination), however, any such Definitive Notes which are printed in denominations other than the minimum Specified Denomination may be illiquid and difficult to trade. Furthermore, a Noteholder who, as a result of trading such amounts, holds a principal amount of less than the minimum Specified Denomination may not receive a Definitive Note in respect of such holding (should Definitive Notes be printed) and would need to purchase a principal amount of Notes such that its holding amounts to a Specified Denomination.

Credit ratings

One or more independent credit rating agencies may assign credit ratings to the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy,

sell or hold securities and may be revised or withdrawn by the rating agency at any time. A reduction in any of the credit ratings of the Issuer may reduce the market value and liquidity of the Notes.

Change of law

The conditions of the Notes are based on English law in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of this Base Prospectus.

Risks related to the market generally

The secondary market generally

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

Legal investment considerations may restrict certain investments

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

Exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Notes (as appropriate) in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency equivalent yield on the Notes, (2) the Investor's Currency equivalent value of the principal payable on the Notes and (3) the Investor's Currency equivalent market value of the Notes.

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

Risks relating to taxation

Investors in the Notes may be required to pay taxes or other charges or duties

Potential purchasers and sellers of Notes should be aware that they may be required to pay taxes or other documentary charges or duties in accordance with the laws and practices of the country where the Notes are transferred or other jurisdictions. Potential investors are advised not to rely upon the tax summary contained in this Base Prospectus but to ask for their own tax advisers' advice on their individual taxation with respect to the acquisition, sale and redemption of the Notes and receiving payments of interest, principal and/or other amounts under the Notes, including in particular the effect of any state, regional or local tax laws of any country or territory. Only such advisors are in a position to duly consider the specific situation of the potential investors. This investment consideration has to be read in connection with the taxation sections of this Base Prospectus.

Payments in respect of the Notes may in certain circumstances be made subject to withholding or deduction of tax

All payments in respect of Notes will be made free and clear of withholding or deduction of Danish taxation, unless the withholding or deduction is required by law. In that event, the Issuer will pay such additional amounts as will result in the Noteholders receiving such amounts as they would have received in respect of such Notes had no such withholding or deduction been required. The Issuer's obligation to gross up is, however, subject to a number of exceptions, including withholding or deduction of withholding tax operated in certain EU Member States pursuant to the EU Savings Tax Directive and similar measures agreed with the EU by certain non EU countries and territories. In addition, the Issuer will, in such event, have the option (but not the obligation) of redeeming all outstanding Notes in full (see Condition 10(b) (*Redemption and Purchase — Redemption for tax reasons*)). See "Taxation" and "EU Savings Tax Directive" below.

EU Savings Tax Directive

The EU has adopted a directive regarding the taxation of savings income, the EU Savings Tax Directive. The EU Savings Tax Directive requires Member States to provide to the tax authorities of another Member State details of payments of interest and except that Luxembourg and Austria will instead impose a withholding system for a transitional period unless during such period they elect otherwise. A number of third countries and territories including Switzerland have adopted similar measures to the Directive. See "Taxation — EU Savings Tax Directive".

Change in tax status or taxation legislation or practice

Any change in the Issuer's tax status or in the taxation legislation or practice in a relevant jurisdiction could adversely impact (i) the ability of the Issuer to service the Notes and (ii) the market value of the Notes. See "Change of law" above.

INFORMATION INCORPORATED BY REFERENCE

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

1. The Annual Report of the Issuer for the financial year ended 31 December 2010 (the "**2010 Annual Report**") (save for the section "*Forward-looking Statement*" on page 117 of the 2010 Annual Report), including the information set out at the following pages in particular:

TDC's transformation since 2006.....	Pages 18 to 27
Regulation.....	Pages 100 to 103
Consolidated Income Statements	Page 132
Consolidated Statements of Comprehensive Income	Page 133
Consolidated Balance Sheets	Page 134
Consolidated Statements of Cash Flow.....	Page 136
Consolidated Statements of Changes in Equity	Page 137
Notes to the Consolidated Financial Statements	Pages 139 to 197
Independent Auditor's Report	Page 227

Any other information not listed above but contained in such document is incorporated by reference for information purposes only.

2. The Annual Report of the Issuer for the financial year ended 31 December 2009, including the information set out at the following pages in particular:

Consolidated Statements of Income.....	Page 126
Consolidated Statements of Comprehensive Income	Page 127
Consolidated Balance Sheets	Page 128
Consolidated Statements of Cash Flow.....	Page 130
Consolidated Statements of Changes in Equity	Page 131
Notes to the Consolidated Financial Statements	Pages 132 to 190
Independent Auditor's Report	Page 225

Any other information not listed above but contained in such document is incorporated by reference for information purposes only.

Copies of the documents specified above as containing information incorporated by reference in this Base Prospectus may be inspected, free of charge, from the Issuer's website www.TDC.com or www.TDC.dk and during normal business hours on any day (excluding Saturdays, Sundays and public holidays) at the offices of the Issuer at Teglholmsgade 3, DK-0900 Copenhagen C, Denmark and the offices of the Fiscal Agent Deutsche Bank AG, London Branch at Winchester House, 1 Great Winchester Street, London EC2N 2DB, United Kingdom and the Registrar Deutsche Bank Luxembourg S.A. at 2 Boulevard Konrad Adenauer, L 1115 Luxembourg, Grand Duchy of Luxembourg.

This Base Prospectus and the documents specified above as containing information incorporated by reference in this Base Prospectus will also be available on the website of the Luxembourg Stock Exchange (www.bourse.lu).

Any information contained in any of the documents specified above which is not incorporated by reference in this Base Prospectus is either not relevant to investors or is covered elsewhere in this Base Prospectus.

The contents of the Issuer's websites do not form part of this Base Prospectus.

FINAL TERMS AND DRAWDOWN PROSPECTUSES

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

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

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

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

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

FORMS OF THE NOTES

Bearer Notes

Each Tranche of Notes in bearer form ("**Bearer Notes**") will initially be in the form of either a temporary global note in bearer form (the "**Temporary Global Note**"), without interest coupons, or a permanent global note in bearer form (the "**Permanent Global Note**"), without interest coupons, in each case as specified in the relevant Final Terms. Each Temporary Global Note or, as the case may be, Permanent Global Note (each a "**Global Note**") which is not intended to be issued in new global note ("**NGN**") form, as specified in the relevant Final Terms, will be deposited on or around the issue date of the relevant Tranche of the Notes with a depositary or a common depositary for Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**") and/or any other relevant clearing system and each Global Note which is intended to be issued in NGN form, as specified in the relevant Final Terms, will be deposited on or around the issue date of the relevant Tranche of the Notes with a common safekeeper for Euroclear and/or Clearstream, Luxembourg.

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

In the case of each Tranche of Bearer Notes, the relevant Final Terms will also specify whether United States Treasury Regulation §1.163-5(c)(2)(i)(C) (the "**TEFRA C Rules**") or United States Treasury Regulation §1.163-5(c)(2)(i)(D) (the "**TEFRA D Rules**") are applicable in relation to the Notes or, if the Notes do not have a maturity of more than 365 days, that neither the TEFRA C Rules nor the TEFRA D Rules are applicable.

Temporary Global Note exchangeable for Permanent Global Note

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

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

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

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

If:

- (a) the Permanent Global Note has not been delivered or the principal amount thereof increased by 5.00 p.m. (London time) on the seventh day after the bearer of the Temporary Global Note has requested exchange of an interest in the Temporary Global Note for an interest in a Permanent Global Note; or

- (b) the Temporary Global Note (or any part thereof) has become due and payable in accordance with the Terms and Conditions of the Notes or the date for final redemption of the Temporary Global Note has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer of the Temporary Global Note in accordance with the terms of the Temporary Global Note on the due date for payment,

then the Temporary Global Note (including the obligation to deliver a Permanent Global Note) will become void at 5.00 p.m. (London time) on such seventh day (in the case of (a) above) or at 5.00 p.m. (London time) on such due date (in the case of (b) above) and the bearer of the Temporary Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Temporary Global Note or others may have under the Deed of Covenant).

The Permanent Global Note will become exchangeable, in whole but not in part only and at the request of the bearer of the Permanent Global Note, for Bearer Notes in definitive form ("**Definitive Notes**") if Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business.

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

If:

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

then the Permanent Global Note (including the obligation to deliver Definitive Notes) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (London time) on the date on which such Temporary Global Note becomes void (in the case of (b) above) or at 5.00 p.m. (London time) on such due date ((c) above) and the bearer of the Permanent Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Permanent Global Note or others may have under the Deed of Covenant).

Temporary Global Note exchangeable for Definitive Notes

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

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

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

If:

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

then the Temporary Global Note (including the obligation to deliver Definitive Notes) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (London time) on such due date (in the case of (b) above) and the bearer of the Temporary Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Temporary Global Note or others may have under the Deed of Covenant).

Permanent Global Note exchangeable for Definitive Notes

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

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

If:

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

then the Permanent Global Note (including the obligation to deliver Definitive Notes) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (London time) on such due date ((b) above) and the bearer of the Permanent Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Permanent Global Note or others may have under the Deed of Covenant).

Legend concerning United States persons

In the case of any Tranche of Bearer Notes having a maturity of more than 365 days, the Notes in global form, the Notes in definitive form and any Coupons and Talons appertaining thereto will bear a legend to the following effect:

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

Registered Notes

Each Tranche of Registered Notes will be in the form of a global Note in registered form (a "**Global Registered Note**").

In a press release dated 22 October 2008, "*Evolution of the custody arrangement for international debt securities and their eligibility in Eurosystem credit operations*", the ECB announced that it has assessed the new holding structure and custody arrangements for registered notes which the ICSDs had designed in cooperation with market participants and that Notes to be held under the New Safekeeping Structure would be in compliance with the "*Standards for the use of EU securities settlement systems in ESCB credit operations*" of the Eurosystem, subject to the conclusion of the necessary legal and contractual arrangements. The press release also stated that the new arrangements for Notes to be held in NSS form will be offered by Euroclear and Clearstream, Luxembourg as of 30 June 2010 and that registered debt securities in global registered form held issued through Euroclear and Clearstream, Luxembourg after 30 September 2010 will only be eligible as collateral in Eurosystem operations if the New Safekeeping Structure is used.

Each Global Registered Note will either be: (a) in the case of a Note which is not to be held under the New Safekeeping Structure, registered in the name of a common depositary (or its nominee) for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and the relevant Global Registered Note will be deposited on or about the issue date with the common depositary and will be exchangeable in accordance with its terms; or (b) in the case of a Note to be held under the New Safekeeping Structure, be registered in the name of a common safekeeper (or its nominee) for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and the relevant Global Registered Note will be deposited on or about the issue date with the common safekeeper for Euroclear and/or Clearstream, Luxembourg.

If the relevant Final Terms specifies the form of Notes as being "Global Registered Note exchangeable for Individual Note Certificates", then the Notes will initially be in the form of a Global Registered Note which will be exchangeable in whole, but not in part, for individual Note certificates in registered form ("**Individual Note Certificates**") in accordance with its terms if Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business.

Whenever the Global Registered Note is to be exchanged for Individual Note Certificates, the Issuer shall procure that Individual Note Certificates will be issued in an aggregate principal amount equal to the principal amount of the Global Registered Note within five business days of the delivery, by or on behalf of the registered holder of the Global Registered Note to the Registrar of such information as is required to complete and deliver such Individual Note Certificates (including, without limitation, the names and addresses of the persons in whose names the Individual Note Certificates are to be registered and the principal amount of each such person's holding) against the surrender of the Global Registered Note at the specified office of the Registrar.

Such exchange will be effected in accordance with the provisions of the Agency Agreement and the regulations concerning the transfer and registration of Notes scheduled thereto and, in particular, shall be effected without charge to any holder, but against such indemnity as the Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange.

If:

- (a) Individual Note Certificates have not been delivered by 5.00 p.m. (London time) on the thirtieth day after they are due to be issued and delivered in accordance with the terms of the Global Registered Note; or
- (b) any of the Notes represented by a Global Registered Note (or any part of it) has become due and payable in accordance with the Terms and Conditions of the Notes or the date for final redemption of the Notes has occurred and, in either case, payment in full of the amount of

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

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

Terms and Conditions applicable to the Notes

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

The terms and conditions applicable to any Definitive Note or Individual Note Certificate will be endorsed on that Definitive Note or Individual Note Certificate and will consist of the terms and conditions set out under "*Terms and Conditions of the Notes*" below and the provisions of the relevant Final Terms which supplement, amend and/or replace those terms and conditions.

Rights under Deed of Covenant

Under the Deed of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Note in global form which becomes void will acquire directly against the Issuer all those rights to which they would have been entitled if, immediately before the Note became void, they had been the holders of Definitive Notes or Individual Note Certificates in an aggregate principal amount equal to the principal amount of Notes they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

TERMS AND CONDITIONS OF THE NOTES

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

1. Introduction

- (a) *Programme:* TDC A/S (the "**Issuer**") has established a Euro Medium Term Note Programme (the "**Programme**") for the issuance of up to €4,000,000,000 in aggregate principal amount of notes (the "**Notes**").
- (b) *Final Terms:* Notes issued under the Programme are issued in series (each a "**Series**") and each Series may comprise one or more tranches (each a "**Tranche**") of Notes. Each Tranche is the subject of a final terms (the "**Final Terms**") which supplements these terms and conditions (the "**Conditions**"). The terms and conditions applicable to any particular Tranche of Notes are these Conditions as supplemented, amended and/or replaced by the relevant Final Terms. In the event of any inconsistency between these Conditions and the relevant Final Terms, the relevant Final Terms shall prevail.
- (c) *Agency Agreement:* The Notes are the subject of an issue and paying agency agreement dated 10 February 2011 (the "**Agency Agreement**") between the Issuer, Deutsche Bank AG, London Branch as fiscal agent (the "**Fiscal Agent**", which expression includes any successor fiscal agent appointed from time to time in connection with the Notes), Deutsche Bank Luxembourg S.A. as registrar (the "**Registrar**", which expression includes any successor registrar appointed from time to time in connection with the Notes), the paying agents named therein (together with the Fiscal Agent, the "**Paying Agents**", which expression includes any successor or additional paying agents appointed from time to time in connection with the Notes) and the transfer agents named therein (together with the Registrar, the "**Transfer Agents**", which expression includes any successor or additional transfer agents appointed from time to time in connection with the Notes). In these Conditions references to the "**Agents**" are to the Paying Agents and the Transfer Agents and any reference to an "**Agent**" is to any one of them.
- (d) *Deed of Covenant:* The Notes may be issued in bearer form ("**Bearer Notes**"), or in registered form ("**Registered Notes**"). Registered Notes are constituted by a deed of covenant dated 10 February 2011 (the "**Deed of Covenant**") entered into by the Issuer.
- (e) *The Notes:* All subsequent references in these Conditions to "**Notes**" are to the Notes which are the subject of the relevant Final Terms. Copies of the relevant Final Terms are available for viewing on Issuer's website www.TDC.com or www.TDC.dk and may be obtained during normal business hours on any day (excluding Saturdays, Sundays and public holidays) from the offices of the Issuer and the Specified Offices of each of the Agents, the initial Specified Offices of which are set out below.
- (f) *Summaries:* Certain provisions of these Conditions are summaries of the Agency Agreement and the Deed of Covenant and are subject to their detailed provisions. Noteholders and the holders of the related interest coupons, if any, (the "**Couponholders**" and the "**Coupons**", respectively) are bound by, and are deemed to have notice of, all the provisions of the Agency Agreement and the Deed of Covenant applicable to them. Copies of the Agency Agreement and the Deed of Covenant are available for inspection by Noteholders during normal business hours on any day (excluding Saturdays, Sundays and public holidays) at the offices of the Issuer and the Specified Offices of each of the Agents, the initial Specified Offices of which are set out below.

2. Interpretation

- (a) *Definitions:* In these Conditions the following expressions have the following meanings:

"**Accrual Yield**" has the meaning given in the relevant Final Terms;

"Additional Business Centre(s)" means the city or cities specified as such in the relevant Final Terms;

"Additional Financial Centre(s)" means the city or cities specified as such in the relevant Final Terms;

"Adjusted Comparable Yield" means, with respect to any redemption date, the rate per annum equal to the equivalent yield to maturity of the Comparable Issue plus or minus the Comparable Issue Margin. For these purposes, the price of the Comparable Issue will be calculated by the financial adviser specified hereon as the Special Calculation Agent (or such successor as may be appointed by the Issuer), with respect to any redemption date, as being the average of the Quotation Agents' Quotations for such redemption date;

"Affiliates" means in relation to any person (i) any entity controlled, directly or indirectly, by that person, (ii) any entity that controls, directly or indirectly, that person, or (iii) any entity directly or indirectly under common control with that person. For this purpose, **"control"** of any entity or person means ownership or control of at least 20 per cent. of the voting rights of that entity or person;

"Broken Amount" has the meaning given in the relevant Final Terms;

"Business Day" means:

- (a) in relation to any sum payable in euro, a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in each (if any) Additional Business Centre; and
- (b) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London, in the Principal Financial Centre of the relevant currency and in each (if any) Additional Business Centre;

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

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

falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and

- (iii) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and
- (e) **"No Adjustment"** means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

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

"Calculation Amount" has the meaning given in the relevant Final Terms;

"Comparable Issue" means the securities specified hereon (as having a maturity comparable to the remaining term of the series of Notes to be redeemed that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the relevant Notes) provided however that, should the relevant Comparable Issue no longer be in issue, the Comparable Issue shall be such other securities as the Issuer, on the advice of an investment bank or broker of recognised standing operating in the relevant currency market, may determine;

"Comparable Issue Margin" means the Comparable Issue Margin as specified hereon, provided however that, should the Comparable Issue be replaced in the manner specified herein, the Comparable Issue Margin shall also be such other margin as the Issuer, on the advice of an investment bank or broker of recognised standing operating in the relevant currency market, may determine;

"Coupon Sheet" means, in respect of a Note, a coupon sheet relating to the Note;

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

- (a) if **"Actual/Actual (ICMA)"** is so specified, means:
 - (i) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (ii) where the Calculation Period is longer than one Regular Period, the sum of:
 - (A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (a) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;
- (iii) if **"Actual/Actual (ISDA)"** is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

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

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

where:

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

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

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

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

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

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

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

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

where:

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

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

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

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

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

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

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

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

where:

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

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

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

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

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

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

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

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

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

"**Extraordinary Resolution**" has the meaning given in the Agency Agreement;

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

"**First Interest Payment Date**" means the date specified in the relevant Final Terms;

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

"**Holder**", in the case of Bearer Notes, has the meaning given in Condition 3(b) (*Form, Denomination, Title and Transfer — Title to Bearer Notes*) and, in the case of Registered Notes, has the meaning given in Condition 3(d) (*Form, Denomination, Title and Transfer — Title to Registered Notes*);

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

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

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

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

- (a) as the same may be adjusted in accordance with the relevant Business Day Convention; or
- (b) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Final Terms as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case);

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

"ISDA Definitions" means the 2000 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of the Notes of the relevant Series (as specified in the relevant Final Terms) as published by the International Swaps and Derivatives Association, Inc.) or, if so specified in the relevant Final Terms, the 2006 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of the Notes of the relevant Series (as specified in the relevant Final Terms) as published by the International Swaps and Derivatives Association, Inc.);

"Issue Date" has the meaning given in the relevant Final Terms;

"Issuer Redemption Amount" means the greater of (1) 100 per cent, of the outstanding nominal amount of the relevant Notes plus accrued interest to the date of redemption or (2) as determined by the Special Calculation Agent, the sum of the present values of the remaining scheduled payments of principal and interest on the relevant Notes plus interest accrued to the date of redemption. The present values will be determined by discounting the remaining principal and interest payments to the original redemption date using the Adjusted Comparable Yield. The Special Calculation Agent shall advise the Calculation Agent and the Fiscal Agent of the Issuer Redemption Amount as so calculated;

"Margin" has the meaning given in the relevant Final Terms;

"Maturity Date" has the meaning given in the relevant Final Terms;

"Maximum Redemption Amount" has the meaning given in the relevant Final Terms;

"Minimum Redemption Amount" has the meaning given in the relevant Final Terms;

"Noteholder", in the case of Bearer Notes, has the meaning given in Condition 3(b) (*Form, Denomination, Title and Transfer — Title to Bearer Notes*) and, in the case of Registered Notes, has the meaning given in Condition 3(d) (*Form, Denomination, Title and Transfer — Title to Registered Notes*);

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

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

"Optional Redemption Date (Call)" has the meaning given in the relevant Final Terms;

"Optional Redemption Date (Put)" has the meaning given in the relevant Final Terms;

"Participating Member State" means a Member State of the European Communities which adopts the euro as its lawful currency in accordance with the Treaty;

"Payment Business Day" means:

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

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

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

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

"Principal Subsidiary" means any Subsidiary of the Issuer the total assets or revenues of which equal or exceed 10 per cent. of the consolidated total assets or consolidated total revenues of the Issuer. These figures will be calculated on the basis of the then most recent consolidated accounts of the Issuer (whether audited or unaudited) that are available to the public and the then most recent audited financial statements of the relevant Subsidiary (whether or not it was a Subsidiary at the time of their preparation). If a Subsidiary prepares consolidated accounts, those accounts will be used. A report by two Authorised Signatories of the Issuer that, in their opinion, a Subsidiary of the Issuer is or is not or was or was not at any particular time or throughout any specified period a Principal Subsidiary shall, in the absence of manifest error, be conclusive and binding on all parties;

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

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

"Quotation Agents" means a group of at least four reference dealers that are primary dealers in the Comparable Issue. The Special Calculation Agent will appoint the Quotation Agents after first consulting with the Issuer;

"Quotation Agents' Quotations" means, with respect to any redemption date, the average, as determined by the Special Calculation Agent, of the bid and offer prices for the Comparable Issue (expressed in each case as a percentage of its outstanding nominal amount) quoted in writing to the Special Calculation Agent by the Quotation Agents at 5.00 p.m. (London time) on the fifth Business Day before the redemption date;

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

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

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

"Reference Price" has the meaning given in the relevant Final Terms;

"Reference Rate" has the meaning given in the relevant Final Terms;

"Regular Period" means:

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

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

"Relevant Financial Centre" has the meaning given in the relevant Final Terms;

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

"Relevant Time" has the meaning given in the relevant Final Terms;

"Reserved Matter" means any proposal to change any date fixed for payment of principal or interest in respect of the Notes, to reduce the amount of principal or interest payable on any date

in respect of the Notes, to alter the method of calculating the amount of any payment in respect of the Notes or the date for any such payment, to change the currency of any payment under the Notes or to change the quorum requirements relating to meetings or the majority required to pass an Extraordinary Resolution;

"Special Calculation Agent" means the Fiscal Agent or such other Person specified in the relevant Final Terms as the party responsible for calculating the Issuer Redemption Amount and/or such other amount(s) as may be specified in the relevant Final Terms;

"Specified Currency" has the meaning given in the relevant Final Terms;

"Specified Denomination(s)" has the meaning given in the relevant Final Terms;

"Specified Office" has the meaning given in the Agency Agreement;

"Specified Period" has the meaning given in the relevant Final Terms;

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

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

"Talon" means a talon for further Coupons attached on issue;

"TARGET2" means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007;

"TARGET Settlement Day" means any day on which TARGET2 is open for the settlement of payments in euro;

"Treaty" means the Treaty establishing the European Communities, as amended; and

"Zero Coupon Note" means a Note specified as such in the relevant Final Terms.

(b) *Interpretation:* In these Conditions:

- (i) if the Notes are Zero Coupon Notes, references to Coupons and Couponholders are not applicable;
- (ii) if Talons are specified in the relevant Final Terms as being attached to the Notes at the time of issue, references to Coupons shall be deemed to include references to Talons;
- (iii) if Talons are not specified in the relevant Final Terms as being attached to the Notes at the time of issue, references to Talons are not applicable;
- (iv) any reference to principal shall be deemed to include the Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 13 (*Taxation*), any premium payable in respect of a Note and any other amount in the nature of principal payable pursuant to these Conditions;
- (v) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 13 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions;
- (vi) references to Notes being **"outstanding"** shall be construed in accordance with the Agency Agreement;

- (vii) if an expression is stated in Condition 2(a) to have the meaning given in the relevant Final Terms, but the relevant Final Terms gives no such meaning or specifies that such expression is "not applicable" then such expression is not applicable to the Notes; and
- (viii) any reference to the Agency Agreement shall be construed as a reference to the Agency Agreement as amended and/or supplemented up to and including the Issue Date of the Notes.

3. **Form, Denomination, Title and Transfer**

- (a) *Bearer Notes:* Bearer Notes are in the Specified Denomination(s) with Coupons and, if specified in the relevant Final Terms, Talons attached at the time of issue. In the case of a Series of Bearer Notes with more than one Specified Denomination, Bearer Notes of one Specified Denomination will not be exchangeable for Bearer Notes of another Specified Denomination.
- (b) *Title to Bearer Notes:* Title to Bearer Notes and the Coupons will pass by delivery. In the case of Bearer Notes, "**Holder**" means the holder of such Bearer Note and "**Noteholder**" and "**Couponholder**" shall be construed accordingly.
- (c) *Registered Notes:* Registered Notes are in the Specified Denomination(s), which may include a minimum denomination specified in the relevant Final Terms and higher integral multiples of a smaller amount specified in the relevant Final Terms .
- (d) *Title to Registered Notes:* The Registrar will maintain the register (the "**Register**") in accordance with the provisions of the Agency Agreement. A certificate (each, a "**Note Certificate**") will be issued to each Holder of Registered Notes in respect of its registered holding. Each Note Certificate will be numbered serially with an identifying number which will be recorded in the Register. In the case of Registered Notes, "**Holder**" means the person in whose name such Registered Note is for the time being registered in the Register (or, in the case of a joint holding, the first named thereof) and "**Noteholder**" shall be construed accordingly.
- (e) *Ownership:* The Holder of any Note or Coupon shall (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing thereon or, in the case of Registered Notes, on the Note Certificate relating thereto (other than the endorsed form of transfer) or any notice of any previous loss or theft thereof) and no Person shall be liable for so treating such Holder. No person shall have any right to enforce any term or condition of any Note under the Contracts (Rights of Third Parties) Act 1999.
- (f) *Transfers of Registered Notes:* Subject to paragraphs (i) (*Closed periods*) and (j) (*Regulations concerning transfers and registration*) below, a Registered Note may be transferred upon surrender of the relevant Note Certificate, with the endorsed form of transfer duly completed, at the Specified Office of the Registrar or any Transfer Agent, together with such evidence as the Registrar or (as the case may be) such Transfer Agent may reasonably require to prove the title of the transferor and the authority of the individuals who have executed the form of transfer; **provided, however, that** a Registered Note may not be transferred unless the principal amount of Registered Notes transferred (and where not all of the Registered Notes held by a Holder are being transferred the principal amount of the balance of Registered Notes not transferred) are Specified Denominations. Where not all the Registered Notes represented by the surrendered Note Certificate are the subject of the transfer, a new Note Certificate in respect of the balance of the Registered Notes will be issued to the transferor.
- (g) *Registration and delivery of Note Certificates:* Within five business days of the surrender of a Note Certificate in accordance with paragraph (f) (*Transfers of Registered Notes*) above, the Registrar will register the transfer in question and deliver a new Note Certificate of a like principal amount to the Registered Notes transferred to each relevant Holder at its Specified Office or (as the case may be) the Specified Office of any Transfer Agent or (at the request and risk of any such relevant Holder) by uninsured first class mail (airmail if overseas) to the address specified for the purpose by such relevant Holder. In this paragraph, "**business day**" means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the

city where the Registrar or (as the case may be) the relevant Transfer Agent has its Specified Office.

- (h) *No charge:* The transfer of a Registered Note will be effected without charge by or on behalf of the Issuer or the Registrar or any Transfer Agent but against such indemnity as the Registrar or (as the case may be) such Transfer Agent may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such transfer.
- (i) *Closed periods:* Noteholders may not require transfers to be registered during the period of 15 days ending on the due date for any payment of principal or interest in respect of the Registered Notes.
- (j) *Regulations concerning transfers and registration:* All transfers of Registered Notes and entries on the Register are subject to the detailed regulations concerning the transfer of Registered Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer with the prior written approval of the Registrar. A copy of the current regulations will be mailed (free of charge) by the Registrar to any Noteholder who requests in writing a copy of such regulations.

4. **Status**

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

5. **Negative Pledge**

- (a) *Restriction:* So long as any of the Notes remains outstanding, the Issuer will not and will ensure that no Principal Subsidiary will (subject as provided in (c) below) create or permit to subsist any mortgage, charge, pledge, lien or other form of encumbrance or security interest ("**Security**") upon the whole or any part of its undertaking, assets or revenues present or future to secure any Relevant Debt, or any guarantee of or indemnity in respect of any Relevant Debt unless, at the same time or prior thereto, the Issuer's obligations under the Notes are secured equally and rateably therewith.

The prohibition contained in this Condition 5 does not apply to:

- (i) Security created in connection with a project financing where the Issuer does not have any liability, actual or contingent, in respect of the obligations of the project or the company raising the finance. The Security permitted by this sub-paragraph must be limited to the assets of the project being financed or the shares of the company raising the finance;
 - (ii) Security arising in the ordinary course of banking transactions including sale and repurchase agreements and share, loan and bond lending transactions provided that any such transactions are for the purpose of financing or refinancing the assets which are the subject of the Security;
 - (iii) Security existing in connection with Relevant Debt which is assumed by the Issuer or any relevant Principal Subsidiary at the time of the assumption or existing prior to an entity (whether or not a Subsidiary) becoming a Principal Subsidiary; or
 - (iv) Security arising in respect of financial lease transactions provided that any such transactions are for the purpose of financing or refinancing the assets which are the subject of the Security.
- (b) *Relevant Debt:* For the purposes of this Condition 5, "**Relevant Debt**" means any present or future indebtedness in the form of, or represented by, any bond, note, debenture, debenture stock, loan stock, certificate or other instrument which is for the time being, or is capable of being, quoted, listed or traded on any stock exchange or in any over-the-counter or other securities market.

- (c) *Note:* The prohibition contained in this Condition 5 shall apply to a Principal Subsidiary only to prohibit a Principal Subsidiary from creating or permitting to subsist Security which secures Relevant Debt of the Issuer or a guarantee or indemnity given by the Issuer in respect of Relevant Debt and not otherwise.

6. **Fixed Rate Note Provisions**

- (a) *Application:* This Condition 6 (*Fixed Rate Note Provisions*) is applicable to the Notes only if the Fixed Rate Note Provisions are specified in the relevant Final Terms as being applicable.
- (b) *Accrual of interest:* The Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 11 (*Payments*). Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 6 (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).
- (c) *Fixed Coupon Amount and Broken Amount:* The amount of interest payable in respect of each Note for any Interest Period shall be the relevant Fixed Coupon Amount or, if specified in the relevant Final Terms as being applicable, the Broken Amount and, if the Notes are in more than one Specified Denomination, shall be the relevant Fixed Coupon Amount or, as the case may be, Broken Amount in respect of the relevant Specified Denomination.
- (d) *Calculation of interest amount:* The amount of interest payable in respect of each Note for any period for which a Fixed Coupon Amount is not specified shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of such Note divided by the Calculation Amount. For this purpose a "**sub-unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

7. **Floating Rate Note and Index-Linked Interest Note Provisions**

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

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

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

- (d) *ISDA Determination:* If ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be the sum of the Margin and the relevant ISDA Rate where "ISDA Rate" in relation to any Interest Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:
 - (i) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the relevant Final Terms;
 - (ii) the Designated Maturity (as defined in the ISDA Definitions) is a period specified in the relevant Final Terms; and
 - (iii) the relevant Reset Date (as defined in the ISDA Definitions) is either (A) if the relevant Floating Rate Option is based on the London inter-bank offered rate (LIBOR) for a currency, the first day of that Interest Period or (B) in any other case, as specified in the relevant Final Terms.
- (e) *Index-Linked Interest:* If the Index-Linked Interest Note Provisions are specified in the relevant Final Terms as being applicable, the Rate(s) of Interest applicable to the Notes for each Interest Period will be determined in the manner specified in the relevant Final Terms.

- (f) *Maximum or Minimum Rate of Interest:* If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified.
- (g) *Calculation of Interest Amount:* The Calculation Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of each Note for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Note divided by the Calculation Amount. For this purpose a "**sub-unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.
- (h) *Calculation of other amounts:* If the relevant Final Terms specifies that any other amount is to be calculated by the Calculation Agent, the Calculation Agent will, as soon as practicable after the time or times at which any such amount is to be determined, calculate the relevant amount. The relevant amount will be calculated by the Calculation Agent in the manner specified in the relevant Final Terms.
- (i) *Publication:* The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the Paying Agents and each competent authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation as soon as practicable after such determination but (in the case of each Rate of Interest, Interest Amount and Interest Payment Date) in any event not later than the first day of the relevant Interest Period. Notice thereof shall also promptly be given to the Noteholders. The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period. If the Calculation Amount is less than the minimum Specified Denomination the Calculation Agent shall not be obliged to publish each Interest Amount but instead may publish only the Calculation Amount and the Interest Amount in respect of a Note having the minimum Specified Denomination.
- (j) *Notifications etc:* All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition by the Calculation Agent will (in the absence of manifest error) be binding on the Issuer, the Paying Agents, the Noteholders and the Couponholders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

8. **Zero Coupon Note Provisions**

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

9. **Dual Currency Note Provisions**

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

10. **Redemption and Purchase**

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

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

- (A) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 13 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of Denmark or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the date of issue of the first Tranche of the Notes; and
- (B) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

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

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

Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Fiscal Agent a certificate signed by two directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred of. Upon the expiry of any such

notice as is referred to in this Condition 10(b), the Issuer shall be bound to redeem the Notes in accordance with this Condition 10(b).

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

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

Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year shall be made on the basis of such Day Count Fraction as may be specified in the Final Terms for the purposes of this Condition 10(g) or, if none is so specified, a Day Count Fraction of 30E/360.

- (h) *Purchase:* The Issuer or any of its Subsidiaries may at any time purchase Notes in the open market or otherwise and at any price, **provided that** all unmatured Coupons are purchased therewith.
- (i) *Cancellation:* All Notes so redeemed or purchased by the Issuer or any of its Subsidiaries and any unmatured Coupons attached to or surrendered with them shall be cancelled and may not be reissued or resold.
- (j) *Redemption at the option of the Issuer at any time:* If Optional Redemption by the Issuer is specified hereon, the Issuer may, on giving irrevocable notice to the Noteholders of any proposed redemption at least 30 days, but not more than 60 days, before the redemption date specified in such notice, redeem such Notes in whole but not in part on such specified redemption date at the Issuer Redemption Amount.

From and after the redemption date specified pursuant to this Condition 10(j), if the Issuer Redemption Amount is made available and the relevant Notes are called for redemption on such redemption date, the Notes will cease to bear interest, and the only right of the holders of the Notes will be to receive payment of the Issuer Redemption Amount and all unpaid interest accrued to the date of redemption.

11. **Payments — Bearer Notes**

This Condition 11 is only applicable to Bearer Notes.

- (a) *Principal:* Payments of principal shall be made only against presentation and (**provided that** payment is made in full) surrender of Bearer Notes at the Specified Office of any Paying Agent outside the United States by cheque drawn in the currency in which the payment is due on, or by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency.
- (b) *Interest:* Payments of interest shall, subject to paragraph (h) below, be made only against presentation and (**provided that** payment is made in full) surrender of the appropriate Coupons at the Specified Office of any Paying Agent outside the United States in the manner described in paragraph (a) above.
- (c) *Payments in New York City:* Payments of principal or interest may be made at the Specified Office of a Paying Agent in New York City if (i) the Issuer has appointed Paying Agents outside the United States with the reasonable expectation that such Paying Agents will be able to make payment of the full amount of the interest on the Notes in the currency in which the payment is due when due, (ii) payment of the full amount of such interest at the offices of all such Paying Agents is illegal or effectively precluded by exchange controls or other similar restrictions and (iii) payment is permitted by applicable United States law.
- (d) *Payments subject to fiscal laws:* All payments in respect of the Bearer Notes are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 13 (*Taxation*). No commissions or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.
- (e) *Deductions for unmatured Coupons:* If the relevant Final Terms specifies that the Fixed Rate Note Provisions are applicable and a Bearer Note is presented without all unmatured Coupons relating thereto:

- (i) if the aggregate amount of the missing Coupons is less than or equal to the amount of principal due for payment, a sum equal to the aggregate amount of the missing Coupons will be deducted from the amount of principal due for payment; **provided, however, that** if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of such missing Coupons which the gross amount actually available for payment bears to the amount of principal due for payment;
- (ii) if the aggregate amount of the missing Coupons is greater than the amount of principal due for payment:
 - (A) so many of such missing Coupons shall become void (in inverse order of maturity) as will result in the aggregate amount of the remainder of such missing Coupons (the "**Relevant Coupons**") being equal to the amount of principal due for payment; **provided, however, that** where this sub-paragraph would otherwise require a fraction of a missing Coupon to become void, such missing Coupon shall become void in its entirety; and
 - (B) a sum equal to the aggregate amount of the Relevant Coupons (or, if less, the amount of principal due for payment) will be deducted from the amount of principal due for payment; **provided, however, that**, if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of the Relevant Coupons (or, as the case may be, the amount of principal due for payment) which the gross amount actually available for payment bears to the amount of principal due for payment.

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

- (f) *Unmatured Coupons void*: If the relevant Final Terms specifies that this Condition 11(f) is applicable or that the Floating Rate Note Provisions or the Index-Linked Interest Note Provisions or the Dual Currency Note Provisions are applicable, on the due date for final redemption of any Note or early redemption in whole of such Note pursuant to Condition 10(b) (*Redemption for tax reasons*), Condition 10(e) (*Redemption at the option of Noteholders*), Condition 10(c) (*Redemption at the option of the Issuer*), Condition 10(j) (*Redemption at the option of the Issuer at any time*) or Condition 14 (*Events of Default*), all unmatured Coupons relating thereto (whether or not still attached) shall become void and no payment will be made in respect thereof.
- (g) *Payments on business days*: If the due date for payment of any amount in respect of any Bearer Note or Coupon is not a Payment Business Day in the place of presentation, the Holder shall not be entitled to payment in such place of the amount due until the next succeeding Payment Business Day in such place and shall not be entitled to any further interest or other payment in respect of any such delay.
- (h) *Payments other than in respect of matured Coupons*: Payments of interest other than in respect of matured Coupons shall be made only against presentation of the relevant Bearer Notes at the Specified Office of any Paying Agent outside the United States (or in New York City if permitted by paragraph (c) above).
- (i) *Partial payments*: If a Paying Agent makes a partial payment in respect of any Bearer Note or Coupon presented to it for payment, such Paying Agent will endorse thereon a statement indicating the amount and date of such payment.
- (j) *Exchange of Talons*: On or after the maturity date of the final Coupon which is (or was at the time of issue) part of a Coupon Sheet relating to the Bearer Notes, the Talon forming part of such Coupon Sheet may be exchanged at the Specified Office of the Fiscal Agent for a further Coupon Sheet (including, if appropriate, a further Talon but excluding any Coupons in respect of which claims have already become void pursuant to Condition 15 (*Prescription*)). Upon the due date for

redemption of any Bearer Note, any unexchanged Talon relating to such Note shall become void and no Coupon will be delivered in respect of such Talon.

12. **Payments — Registered Notes**

This Condition 12 is only applicable to Registered Notes.

- (a) *Principal:* Payments of principal shall be made by cheque drawn in the currency in which the payment is due drawn on, or, upon application by a Holder of a Registered Note to the Specified Office of the Fiscal Agent not later than the fifteenth day before the due date for any such payment, by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency (in the case of a sterling cheque, a town clearing branch of a bank in the City of London) and (in the case of redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Note Certificates at the Specified Office of any Paying Agent.
- (b) *Interest:* Payments of interest shall be made by cheque drawn in the currency in which the payment is due drawn on, or, upon application by a Holder of a Registered Note to the Specified Office of the Fiscal Agent not later than the fifteenth day before the due date for any such payment, by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency (in the case of a sterling cheque, a town clearing branch of a bank in the City of London) and (in the case of interest payable on redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Note Certificates at the Specified Office of any Paying Agent.
- (c) *Payments subject to fiscal laws:* All payments in respect of the Registered Notes are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 13 (*Taxation*). No commissions or expenses shall be charged to the Noteholders in respect of such payments.
- (d) *Payments on business days:* Where payment is to be made by transfer to an account, payment instructions (for value the due date, or, if the due date is not Payment Business Day, for value the next succeeding Payment Business Day) will be initiated and, where payment is to be made by cheque, the cheque will be mailed (i) (in the case of payments of principal and interest payable on redemption) on the later of the due date for payment and the day on which the relevant Note Certificate is surrendered (or, in the case of part payment only, endorsed) at the Specified Office of a Paying Agent and (ii) (in the case of payments of interest payable other than on redemption) on the due date for payment. A Holder of a Registered Note shall not be entitled to any interest or other payment in respect of any delay in payment resulting from (A) the due date for a payment not being a Payment Business Day or (B) a cheque mailed in accordance with this Condition 13 arriving after the due date for payment or being lost in the mail.
- (e) *Partial payments:* If a Paying Agent makes a partial payment in respect of any Registered Note, the Issuer shall procure that the amount and date of such payment are noted on the Register and, in the case of partial payment upon presentation of a Note Certificate, that a statement indicating the amount and the date of such payment is endorsed on the relevant Note Certificate.
- (f) *Record date:* Each payment in respect of a Registered Note will be made to the person shown as the Holder in the Register at the opening of business in the place of the Registrar's Specified Office on the fifteenth day before the due date for such payment (the "**Record Date**"). Where payment in respect of a Registered Note is to be made by cheque, the cheque will be mailed to the address shown as the address of the Holder in the Register at the opening of business on the relevant Record Date.

13. **Taxation**

- (a) *Gross up:* All payments of principal and interest in respect of the Notes and the Coupons by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of

whatever nature imposed, levied, collected, withheld or assessed by or on behalf of Denmark or any political subdivision therein or any authority therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments, or governmental charges is required by law. In that event, the Issuer shall pay such additional amounts as will result in receipt by the Noteholders and the Couponholders after such withholding or deduction of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Note or Coupon:

- (i) held by or on behalf of a Holder which is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of its having some connection with the jurisdiction by which such taxes, duties, assessments or charges have been imposed, levied, collected, withheld or assessed other than the mere holding of the Note or Coupon; or
 - (ii) where such withholding or deduction is imposed on a payment to an individual or a residual entity and is required to be made pursuant to European Council Directive 2003/48/EC on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, this Directive, several agreements concluded with certain dependent or associated territories in the context of the above European Council Directive 2003/48/EC providing for the possible application of a withholding tax, as well as the application as regards Luxembourg resident individuals of the Luxembourg law of 23 December 2005; or
 - (iii) held by or on behalf of a Holder who would have been able to avoid such withholding or deduction by presenting the relevant Note or Coupon to another Paying Agent in a Member State of the EU; or
 - (iv) where the relevant Note or Coupon or Note Certificate is presented or surrendered for payment more than 30 days after the Relevant Date except to the extent that the Holder of such Note or Coupon or Note Certificate would have been entitled to such additional amounts on presenting or surrendering such Note or Coupon or Note Certificate for payment on the last day of such period of 30 days.
- (b) *Taxing jurisdiction:* If the Issuer becomes subject at any time to any taxing jurisdiction other than Denmark, references in these Conditions to Denmark shall be construed as references to Denmark and/or such other jurisdiction.

14. **Events of Default**

If any of the following events occurs and is continuing:

- (a) *Default:* default is made for more than 14 days (in the case of interest) or seven days (in the case of principal) in the payment on the due date of any amounts in respect of any of the Notes; or
- (b) *Breach of other obligations:* the Issuer fails to perform or observe any of its other obligations under these Conditions and (except in any case where the failure is incapable of remedy, when no continuation or notice as is hereinafter mentioned will be required) the failure continues for the period of 30 days following the service by any Noteholder on the Issuer of notice requiring the same to be remedied; or
- (c) *Cross default of Issuer or Principal Subsidiary:*
 - (i) any other present or future indebtedness of the Issuer for or in respect of moneys borrowed or raised becomes due and payable prior to its stated maturity by reason of any default on the part of the Issuer (provided that any applicable grace period has expired); or
 - (ii) any such indebtedness of the Issuer or of any of its Principal Subsidiaries is not paid when due or, as the case may be, within any applicable grace period; or

- (iii) the Issuer or any of its Principal Subsidiaries fails to pay when due or, as the case may be, within any applicable grace period any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised; or
- (iv) any mortgage, charge, pledge, lien or other encumbrance, present or future, created or assumed by the Issuer or any of its Principal Subsidiaries becomes enforceable and any step is taken to enforce it (including the taking of possession or the appointment of a receiver, manager or other similar person),

provided that:

- (A) the aggregate amount of the indebtedness, guarantees, indemnities or indebtedness secured by such mortgage, charge, pledge, lien or other encumbrance in respect of which one or more of the events mentioned above in sub-paragraphs (i) to (iv) have occurred equals or exceeds €50,000,000 or its equivalent in other currencies; and
- (B) in the case of the occurrence of one or more of such events in respect of a Principal Subsidiary that the Issuer has not within seven days after the relevant event discharged the relevant indebtedness, guarantee or indemnity on behalf of the relevant Principal Subsidiary; and
- (C) payment of such indebtedness referred to in sub-paragraphs (i) and (ii) and payment under such guarantee or indemnity referred to in sub-paragraph (iii) shall not have been disputed in good faith by the Issuer or the relevant Principal Subsidiary as the case may be; or
- (d) *Distress etc.*: a distress, attachment, execution or other legal process is levied or enforced on or against any material part of the property, assets or revenues of the Issuer or any of its Principal Subsidiaries and is not discharged or stayed within 90 days; or
- (e) *Insolvency etc.*: the Issuer is (or is deemed by a court to be) insolvent (meaning that its total liabilities exceed its total assets) or the Issuer or any of its Principal Subsidiaries is (or is deemed by a court to be) bankrupt or unable to pay its debts, stops, suspends or threatens to stop or suspend payment of all or a material part of its debts, proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of any such debts or a moratorium is agreed or declared in respect of or affecting all or a material part of the debts of the Issuer or any of its Principal Subsidiaries; or
- (f) *Winding up*: an order is made or an effective resolution passed for the winding-up or dissolution of the Issuer or any of its Principal Subsidiaries, or the Issuer or any of its Principal Subsidiaries apply or petition for a winding-up or administration order in respect of itself or ceases or through an official action of its board of directors threatens to cease to carry on (either directly or through one or more Subsidiaries or Affiliates) a substantial part of its business or operations, in each case except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger, consolidation or disposal (i) where immediately following such reconstruction, amalgamation, reorganisation, merger, consolidation or disposal, any of the then current credit ratings assigned to the Issuer or any successor to the Issuer is not lower primarily as a direct result of such reconstruction, amalgamation, reorganisation, merger, consolidation or disposal or (ii) on terms approved by an Extraordinary Resolution of the Noteholders or (iii) in the case of a Principal Subsidiary, whereby the undertaking and assets of such Subsidiary are transferred to or otherwise vested in the Issuer or another of its Subsidiaries. For the purposes of this Condition 14(f), a "**substantial part of its business or operations**" shall mean all or a part of the business or operations of the relevant company (as the circumstances may require) which in either case represents over three quarters of the consolidated total assets of the Issuer and its Subsidiaries, taken as a whole, as certified by two Authorised Signatories of the Issuer and calculated on the basis of the then most recent consolidated accounts of the Issuer (whether audited or unaudited) that are available to the public; or
- (g) *Analogous event*: any event occurs that under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in any of the foregoing paragraphs,

then the holder of any Note may, by written notice addressed by the Holder thereof to the Issuer and delivered to the Issuer, declare such Note immediately due and payable, whereupon it shall become immediately due and payable at its Early Termination Amount together with accrued interest (if any) without further action or formality.

15. **Prescription**

Claims for principal in respect of Bearer Notes shall become void unless the relevant Bearer Notes are presented for payment within ten years of the appropriate Relevant Date. Claims for interest in respect of Bearer Notes shall become void unless the relevant Coupons are presented for payment within five years of the appropriate Relevant Date. Claims for principal and interest on redemption in respect of Registered Notes shall become void unless the relevant Note Certificates are surrendered for payment within ten years of the appropriate Relevant Date.

16. **Replacement of Notes and Coupons**

If any Note, Note Certificate or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Fiscal Agent, in the case of Bearer Notes, or the Registrar, in the case of Registered Notes (and, if the Notes are then admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent or Transfer Agent in any particular place, the Paying Agent or Transfer Agent having its Specified Office in the place required by such competent authority, stock exchange and/or quotation system), subject to all applicable laws and competent authority, stock exchange and/or quotation system requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may reasonably require. Mutilated or defaced Notes, Note Certificates or Coupons must be surrendered before replacements will be issued.

17. **Agents**

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

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

- (a) the Issuer shall at all times maintain a fiscal agent and a registrar; and
- (b) the Issuer shall at all times maintain a paying agent in an EU member state that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, this Directive; and
- (c) if a Calculation Agent is specified in the relevant Final Terms, the Issuer shall at all times maintain a Calculation Agent; and
- (d) if and for so long as the Notes are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent and/or a Transfer Agent in any particular place, the Issuer shall maintain a Paying Agent and/or a Transfer Agent having its Specified Office in the place required by such competent authority, stock exchange and/or quotation system.

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

18. **Meetings of Noteholders; Modification and Waiver**

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

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

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

19. **Further Issues**

The Issuer may from time to time, without the consent of the Noteholders or the Couponholders, create and issue further notes having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Notes.

20. **Notices**

- (a) *Bearer Notes:* Notices to the Holders of Bearer Notes shall be valid if published in a leading English language daily newspaper published in London (which is expected to be the *Financial Times*) and, if the Bearer Notes are admitted to trading on the Luxembourg Stock Exchange and it is a requirement of applicable law or regulations, a leading newspaper having general circulation in Luxembourg (which is expected to be *Luxemburger Wort* or the *Tageblatt*) or published on the website of the Luxembourg Stock Exchange (www.bourse.lu) or, in either case, if such publication is not practicable, in a leading English language daily newspaper having general circulation in Europe. Any such notice shall be deemed to have been given on the date of first publication (or if required to be published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers). Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the Holders of Bearer Notes.
- (b) *Registered Notes:* Notices to the Holders of Registered Notes shall be sent to them by first class mail (or its equivalent) or (if posted to an overseas address) by airmail at their respective addresses on the Register and, if the Registered Notes are admitted to trading on the Luxembourg Stock Exchange and it is a requirement of applicable law or regulations, notices to Noteholders will be published on the date of such mailing in a leading newspaper having general circulation in Luxembourg (which is expected to be *Luxemburger Wort* or the *Tageblatt*) or published on the website of the Luxembourg Stock Exchange (www.bourse.lu) or, in either case, if such publication is not practicable, in a leading English language daily newspaper having general

circulation in Europe. Any such notice shall be deemed to have been given on the fourth day after the date of mailing.

21. **Currency Indemnity**

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

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

22. **Rounding**

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

23. **Governing Law and Jurisdiction**

- (a) *Governing law:* The Notes and any non-contractual obligations arising out of or in connection with the Notes are governed by English law.
- (b) *English courts:* The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of or in connection with the Notes (including any non-contractual obligation arising out of or in connection with the Notes).
- (c) *Appropriate forum:* The Issuer agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.
- (d) *Rights of the Noteholders to take proceedings outside England:* Condition 23(b) (*English courts*) is for the benefit of the Noteholders only. As a result, nothing in this Condition 23 (*Governing law and jurisdiction*) prevents any Noteholder from taking proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction. To the extent allowed by law, Noteholders may take concurrent Proceedings in any number of jurisdictions.
- (e) *Process agent:* The Issuer agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to Wilmington Trust SP Services (London) Limited at 5th Floor, 6 Broad Street Place, London EC2M 7JH, United Kingdom or, if different, its registered office for the time being or at any address of the Issuer in Great Britain at which process may be served on it in accordance with the Companies Act 2006. If such person is not or ceases to be effectively appointed to accept service of process on behalf of the Issuer, the Issuer shall, on the written demand of any Noteholder addressed and delivered to the Issuer or to the Specified Office of the Fiscal Agent appoint a further person in England to accept service of process on its behalf and, failing such

appointment within 15 days, any Noteholder shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent. Nothing in this paragraph shall affect the right of any Noteholder to serve process in any other manner permitted by law. This Condition applies to Proceedings in England and to Proceedings elsewhere.

FORM OF FINAL TERMS

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

Final Terms dated [•]

TDC A/S

Issue of

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

under the €4,000,000,000

Euro Medium Term Note Programme

PART A – CONTRACTUAL TERMS

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

Full information on the Issuer and the offer of the Notes described herein is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. The Base Prospectus [and the supplement to the Base Prospectus] [is/are] available for viewing [at [www.TDC.com or www.TDC.dk]] [and] during normal business hours on any day (excluding Saturdays, Sundays and public holidays) at the offices of the Issuer at Teglholmsgade 3, DK-0900 Copenhagen C, Denmark and the offices of the Fiscal Agent Deutsche Bank AG, London Branch at Winchester House, 1 Great Winchester Street, London EC2N 2DB, United Kingdom and the Registrar Deutsche Bank Luxembourg S.A. at 2 Boulevard Konrad Adenauer, L 1115 Luxembourg, Grand Duchy of Luxembourg [and copies may be obtained from the offices of the Issuer at Teglholmsgade 3, DK-0900 Copenhagen C, Denmark and the offices of the Fiscal Agent Deutsche Bank AG, London Branch at Winchester House, 1 Great Winchester Street, London EC2N 2DB, United Kingdom and the Registrar Deutsche Bank Luxembourg S.A. at 2 Boulevard Konrad Adenauer, L 1115 Luxembourg, Grand Duchy of Luxembourg].

Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs. Italics denote guidance for completing the Final Terms.

When completing any final terms, or adding any other final terms or information, consideration should be given as to whether such terms or information constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.

1. Issuer: [•]
2. [(i) Series Number: [•]]
[(ii) Tranche Number: [•]]
(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible)
3. Specified Currency or Currencies: [•]
4. Aggregate Nominal Amount: [•]
[(i) Series: [•]]
[(ii) Tranche: [•]]
5. Issue Price: [•] per cent. of the Aggregate Nominal Amount
[plus accrued interest from *[insert date]* (*in the case of fungible issues only, if applicable*)]
6. (i) Specified Denominations: [•]
(ii) Calculation Amount: [•]
7. (i) Issue Date: [•]
(ii) Interest Commencement Date: [*Specify*/Issue Date/Not Applicable]
8. Maturity Date: [*Specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year*]

[If the Maturity Date is less than one year from the Issue Date and either (a) the issue proceeds are received by the Issuer in the United Kingdom, or (b) the activity of issuing the Notes is carried on from an establishment maintained by the Issuer in the United Kingdom, (i) the Notes must have a minimum redemption value of £100,000 (or its equivalent in other currencies) and be sold only to "professional investors" or (ii) another applicable exemption from section 19 of the FSMA must be available.]
9. Interest Basis: [[•] per cent. Fixed Rate]
[[*Specify* reference rate] +/- [•] per cent. Floating Rate]
[Zero Coupon]
[Index Linked Interest]
[Dual Currency]
[Other (*Specify*)]
(further particulars specified below)
10. Redemption/Payment Basis: [Redemption at par]
[Index Linked Redemption]
[Dual Currency]
[Other (*Specify*)]
11. Change of Interest or Redemption/Payment Basis: [*Specify details of any provision for convertibility of Notes into another interest or redemption/*]

- payment basis]*
12. Put/Call Options: [Investor Put]
[Issuer Call]
[(further particulars specified below)]
13. (i) Status of the Notes: Senior
- [(ii) Date [Board] approval for issuance of Notes obtained: [•]]
- (N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes)]*
14. Method of distribution: [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15. **Fixed Rate Note Provisions** [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Rate[(s)] of Interest: [•] per cent. per annum [payable [annually/semi-annually/quarterly/monthly/other (*specify*)] in arrear]
- (ii) Interest Payment Date(s): [•] in each year
- (iii) Fixed Coupon Amount[(s)]: [•] per Calculation Amount
- (iv) Broken Amount(s): [•] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [•]
- (v) Day Count Fraction: [30/360 / Actual/Actual (ICMA/ISDA) / other]
- (vi) [Determination Dates: [•] in each year (*insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA))*]
- (vii) Other terms relating to the method of calculating interest for Fixed Rate Notes: [Not Applicable/*give details*]
16. **Floating Rate Note Provisions** [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Interest Period(s): [•]
- (ii) Specified Period: [•]
- (Specified Period and Specified Interest Payment Dates are alternatives. A Specified Period, rather than Specified Interest Payment Dates, will only be relevant if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention. Otherwise, insert "Not Applicable")*

- (iii) Specified Interest Payment Dates: [•]
(Specified Period and Specified Interest Payment Dates are alternatives. If the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention, insert "Not Applicable")
- (iv) [First Interest Payment Date: [•]]
- (v) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention/ other (give details)]
- (vi) Additional Business Centre(s): [Not Applicable/give details]
- (vii) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination / ISDA Determination / other (give details)]
- (viii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Fiscal Agent): [[Name] shall be the Calculation Agent (no need to specify if the Fiscal Agent is to perform this function)]
- (ix) Screen Rate Determination:
- Reference Rate: [For example, LIBOR or EURIBOR]
 - Interest Determination Date(s): [•]
 - Relevant Screen Page: [For example, Reuters LIBOR 01/ EURIBOR 01]
 - Relevant Time: [For example, 11.00 a.m. London time/Brussels time]
 - Relevant Financial Centre: [For example, London/Euro-zone (where Euro-zone means the region comprised of the countries whose lawful currency is the euro)]
- (x) ISDA Determination:
- Floating Rate Option: [•]
 - Designated Maturity: [•]
 - Reset Date: [•]
- (xi) Margin(s): [+/-][•] per cent. per annum
- (xii) Minimum Rate of Interest: [•] per cent. per annum
- (xiii) Maximum Rate of Interest: [•] per cent. per annum
- (xiv) Day Count Fraction: [•]
- (xv) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those

set out in the Conditions:

- | | | |
|-----|---|--|
| 17. | Zero Coupon Note Provisions | <p>[Applicable/Not Applicable]</p> <p><i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i></p> |
| | (i) Accrual Yield: | [•] per cent. per annum |
| | (ii) Reference Price: | [•] |
| | (iii) Any other formula/basis of determining amount payable: | <p>[Consider whether it is necessary to specify a Day Count Fraction for the purposes of Condition 10(g)]</p> |
| 18. | Index-Linked Interest Note/other variable-linked interest Note Provisions | <p>[Applicable/Not Applicable]</p> <p><i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i></p> |
| | (i) Index/Formula/other variable: | [give or annex details] |
| | (ii) Calculation Agent responsible for calculating the interest due: | [•] |
| | (iii) Provisions for determining Coupon where calculated by reference to Index and/or Formula and/or other variable: | [•] |
| | (vi) Interest Determination Date(s): | [•] |
| | (v) Provisions for determining Coupon where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: | <p>[•]</p> <p><i>(Need to include a description of market disruptions or settlement disruptions, events and adjustment provisions)</i></p> |
| | (vi) Interest or calculation period(s): | [•] |
| | (vii) Specified Period: | <p>[•]</p> <p><i>(Specified Period and Specified Interest Payment Dates are alternatives. A Specified Period, rather than Specified Interest Payment Dates, will only be relevant if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention. Otherwise, insert "Not Applicable")</i></p> |
| | (viii) Specified Interest Payment Dates: | <p>[•]</p> <p><i>(Specified Period and Specified Interest Payment Dates are alternatives. If the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention, insert "Not Applicable")</i></p> |
| | (ix) Business Day Convention: | <p>[Floating Rate Convention/ Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day</p> |

		Convention/other (<i>give details</i>)
	(x) Additional Business Centre(s):	[•]
	(xi) Minimum Rate/Amount of Interest:	[•] per cent. per annum
	(xii) Maximum Rate/Amount of Interest:	[•] per cent. per annum
	(xiii) Day Count Fraction:	[•]
19.	Dual Currency Note Provisions	[Applicable/Not Applicable]
		<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Rate of Exchange/method of calculating Rate of Exchange:	<i>[give details]</i>
	(ii) Calculation Agent, if any, responsible for calculating the principal and/or interest due:	[•]
	(iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable:	[•]
	(iv) Person at whose option Specified Currency(ies) is/are payable:	[•]
PROVISIONS RELATING TO REDEMPTION		
20.	Call Option	[Applicable/Not Applicable]
		<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Optional Redemption Date(s):	[•]
	(ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s):	[•] per Calculation Amount
	(iii) If redeemable in part:	
	(a) Minimum Redemption Amount:	[•] per Calculation Amount
	(b) Maximum Redemption Amount	[•] per Calculation Amount
	(iv) Notice period:	[•]
21.	Optional Redemption by the Issuer at any time	[Applicable/Not Applicable]
		<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Comparable Issue:	[•]
	(ii) Comparable Issue Margin:	[•]

	(iii) Special Calculation Agent:	[•]
22.	Put Option	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Optional Redemption Date(s):	[•]
	(ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s):	[•] per Calculation Amount
	(iii) Notice period:	[•]
23.	Final Redemption Amount of each Note	[•] per Calculation Amount
	In cases where the Final Redemption Amount is Index-Linked or other variable-linked:	
	(i) Index/Formula/variable:	<i>[give or annex details]</i>
	(ii) Calculation Agent responsible for calculating the Final Redemption Amount:	[•]
	(iii) Provisions for determining Final Redemption Amount where calculated by reference to Index and/or Formula and/or other variable:	[•]
	(iv) Date for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable:	[•]
	(v) Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted:	[•] <i>(Need to include a description of market disruptions or settlement disruptions, events and adjustment provisions)</i>
	(vi) [Payment Date:	[•]]
	(vii) Minimum Final Redemption Amount:	[•] per Calculation Amount
	(viii) Maximum Final Redemption Amount:	[•] per Calculation Amount
24.	Early Redemption Amount	[Not Applicable]
	Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on event of default or other early redemption and/or the method of calculating the same (if required or if	<i>(If both the Early Redemption Amount (Tax) and the Early Termination Amount are the principal amount of the Notes/specify the Early Redemption Amount (Tax) and/or the Early Termination Amount if different from the</i>

different from that set out in the Conditions):

principal amount of the Notes)

GENERAL PROVISIONS APPLICABLE TO THE NOTES

25. **Form of Notes:**
- [Bearer Notes:]**
- [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note]
- [Temporary Global Note exchangeable for Definitive Notes in the limited circumstances specified in the Temporary Global Note]
- [Permanent Global Note exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note]
- [Registered Notes:]**
- [Global Registered Note exchangeable for Individual Note Certificates in the limited circumstances described in the Global Registered Note]
- [Global Registered Note [(U.S.\$/Euro [•] nominal amount)] registered in the name of a nominee for [a common depositary for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg (that is, held under the New Safekeeping Structure (NSS))]
26. New Global Note: [Yes] [No] [Not Applicable]
27. Additional Financial Centre(s) or other special provisions relating to payment dates: [Not Applicable/give details.
- Note that this paragraph relates to the date and place of payment, and not interest period end dates, to which sub paragraphs 15(ii), 16(vi) and 18(x) relate]*
28. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): [Yes/No. If yes, give details]
29. Other final terms: [Not Applicable/give details (e.g., the 2006 ISDA Definitions (as amended and updated as of the Issue Date (or issue date of the original Notes, in the case of a fungible issue) apply)]
- [(When adding any other final terms consideration should be given as to whether such terms constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]*

DISTRIBUTION

30. (i) If syndicated, names and addresses of Managers: [Not Applicable/*give names and addresses*]
- (ii) Date of [Subscription] Agreement: [•]
- (iii) Stabilising Manager(s) (if any): [Not Applicable/*give name*]
31. If non-syndicated, name and address of Dealer: [Not Applicable/*give name and address*]
32. U.S. Selling Restrictions: [Reg. S Compliance Category];
- (In the case of Bearer Notes)* - [TEFRA C/TEFRA D/ TEFRA not applicable]
- (In the case of Registered Notes)* - Not Applicable
33. Additional selling restrictions: [Not Applicable/*give details*]

PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for issue [and] [admission to trading on [*specify relevant regulated market*] of the Notes described herein] pursuant to the €4,000,000,000 Euro Medium Term Note Programme of TDC A/S.

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 TDC A/S:

By:
Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

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

2. RATINGS

- Ratings: The [Programme has/Notes to be issued have] been rated:
[S & P: [•]]
[Moody's: [•]]
[Fitch: [•]]
[[Other]: [•]]
- [This credit rating has/These credit ratings have] been issued by [full name of legal entity which has given the rating] which [is/is not] established in the European Union and [is/is not] registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies.
- [Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]*
- (The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*

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

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

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

[(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement

to the Prospectus under Article 16 of the Prospectus Directive.))]

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

[(i) Reasons for the offer: [•]

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

[(ii) Estimated net proceeds: [•]

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

[(iii) Estimated total expenses: [•]

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

5. **[Fixed Rate Notes only – YIELD**

Indication of yield: [•]

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

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

6. **[Floating Rate Notes only – HISTORIC INTEREST RATES**

Details of historic [LIBOR/EURIBOR/other] rates can be obtained from [Reuters].]

7. **[Index-linked or other variable-linked notes only – PERFORMANCE OF INDEX/FORMULA/OTHER VARIABLE, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING**

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

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

The Issuer *[intends to provide post-issuance information [specify what information will be*

reported and where it can be obtained]] [does not intend to provide post-issuance information].

8. **[Dual Currency Notes only – PERFORMANCE OF RATE[S] OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT**

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

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

9. **OPERATIONAL INFORMATION**

ISIN Code: [•]

Common Code: [•]

Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking, société anonyme and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]

Delivery: Delivery [against/free of] payment

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

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

Intended to be held in a manner which would allow Eurosystem eligibility: [Yes][No][Not Applicable]
 [Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper [, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,] [include this text for registered notes]] and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.][include this text if "yes" selected in which case the bearer Global Notes must be issued in NGN form]

SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

Clearing System Accountholders

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

In relation to any Tranche of Notes represented by a Global Registered Note, references in the Terms and Conditions of the Notes to "Noteholder" are references to the person in whose name such Global Registered Note is for the time being registered in the Register which, for so long as the Global Registered Note is held by or on behalf of a depositary or a common depositary or a common safekeeper for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, will be that depositary or common depositary or common safekeeper or a nominee for that depositary or common depositary or common safekeeper.

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

Conditions applicable to Global Notes

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

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

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

Payment Record Date: Each payment in respect of a Global Registered Note will be made to the person shown as the Holder in the Register at the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment (the "**Record Date**") where "**Clearing System Business Day**" means a day on which each clearing system for which the Global Registered Note is being held is open for business.

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

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

Notices: Notwithstanding Condition 20 (*Notices*), while all the Notes are represented by a Permanent Global Note (or by a Permanent Global Note and/or a Temporary Global Note) or a Global Registered Note and the Permanent Global Note is (or the Permanent Global Note and/or the Temporary Global Note are), or the Global Registered Note is, deposited with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system or a common safekeeper, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Noteholders in accordance with Condition 20 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, except that, for so long as such Notes are admitted to trading on the Luxembourg Stock Exchange and it is a requirement of applicable law or regulations, such notices shall be published in a leading newspaper having general circulation in Luxembourg (which is expected to be *Luxemburger Wort* or *the Tageblatt*) or published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

DESCRIPTION OF THE ISSUER

History and Development

The Issuer is a Danish-based European full-service provider of communications solutions. The Issuer is the leading provider of telecommunications and pay-TV in Denmark, with a market-leading position (both measured by number of customers) in each of its major business segments: landline telephony, internet access, mobility services and pay-TV (source: NITA Report entitled "*Telecom Statistics - First Half of 2010*"). Outside of Denmark, the Issuer has a significant presence in the pan-Nordic telecommunications market.

The Issuer's legal and commercial names are TDC A/S and TDC, respectively. The Issuer was incorporated as an "aktieselskab" (public limited liability company) on 14 November 1990 and is organised under the laws of the Kingdom of Denmark (its Central Business Registration number in Denmark is 1477 3908). The Issuer is headquartered at Teglholmegade 3, DK-0900 Copenhagen C, Denmark (telephone: +45 66 63 77 77). The Issuer's shares are listed on the Nasdaq OMX Copenhagen Exchange (ISIN DK0060228559).

The objects of the Issuer are to conduct business within communications, services, directories, media, investment, financing, advisory services, trade and any other related business, whether in Denmark or abroad, if appropriate in the form of joint ventures with other Danish or foreign-based companies, as specified in paragraph 3 of the Issuer's Articles of Association. The Issuer's current Articles of Association were adopted by the Issuer's extraordinary general meeting on 22 November 2010.

TDC was partly privatised in 1994 and fully privatised in 1998. TDC's current majority shareholder, NTC Holding G.P. & CIE S.C.A. ("**NTC**") is, through its parent company NTC Parent S.à r.l., controlled by investment funds, each of which is advised or managed, directly or indirectly, by Apax Partners LLP, The Blackstone Group, Kohlberg Kravis Roberts & Co. L.P., Permira Advisers KB or Providence Equity Partners Limited (see "*Major Shareholders*" below).

Recent Events

Credit rating

On 20 January 2011, Moody's Investors Services Limited upgraded the Issuer's long-term issuer rating to Baa2 from a corporate family rating of Ba2 and its short-term rating to Prime-2 from Not Prime. The outlook is stable. The credit rating of the Issuer's senior secured debt facilities is upgraded to Baa2 from Ba1. At the same time the credit rating of the Issuer's euro medium term notes was upgraded to Baa2 from Ba3.

Business Activities of the TDC Group

Customers

As at 31 December 2010, the Issuer and its subsidiaries (the "**TDC Group**") had a total of 8.9 million RGUs, down 0.8 per cent. from 31 December 2009.

As at 31 December 2010, the TDC Group had 8,647,000 domestic RGUs, down from 8,767,000 as at 31 December 2009. This decrease was attributable mainly to fewer landline voice RGUs, which decreased by 7.7 per cent. during this period due to customer migration from landline to mobile services, partly offset by an increase of 4.9 per cent. in TV RGUs.

The number of RGUs in TDC Nordic increased by 28.7 per cent. or 52,000 from year-end 2009 to year-end 2010, through growth in both its landline and mobile RGUs.

Business Lines

The TDC Group's main business lines are as follows:

Consumer

For the year ended 31 December 2010, Consumer's revenue was DKK 9,389 million, constituting 34 per

cent. of the TDC Group's total external revenue excluding eliminations. As at 31 December 2010, Consumer had 2,037 full-time employee equivalents. Consumer is the leading provider of landline and mobile services to residential and SoHo (Small Office/Home Office, which refers to a category of business which is defined by, among other things, having fewer than two employees and with limited revenue (of less than DKK 30,000) during the last year) customers in Denmark. The Consumer division services the mass to premium market through the TDC brand and offers landline services including PSTN and VoIP telephony, xDSL broadband, TVoIP, CPE and various value added services, for example, music and security services, whereas the mobile communications services consist of subscription and prepaid voice and data services, mobile broadband and content. Using the TDC brand, Consumer also provides the broadband-based multi-play products, TDC HomeTrio (Digital IP TV, internet access and landline telephony) and TDC HomeDuo (internet access and landline telephony). Consumer also comprises the fixed-mobile convergence product Duét, TDC Shops, Customer Centre including directory services, Telmore A/S ("**Telmore**"), Fullrate A/S ("**Fullrate**") and M1 A/S ("**M1**"). Telmore offers mobile voice, mobile broadband and ADSL products (Telmore has ceased to offer broadband to new customers, but has continued to provide broadband to its pre-existing broadband customers). Fullrate offers self-service ADSL broadband, VoIP and mobile broadband products. M1 offers SIM-only products and its commercial strategy is based on competitive price plans. M1 was acquired in January 2010.

TDC Business

For the year ended 31 December 2010, TDC Business had a total revenue of DKK 7,546 million, constituting 27 per cent. of the TDC Group's total external revenue excluding eliminations. As at 31 December 2010, TDC Business had 1,476 full-time employee equivalents. TDC Business provides telecommunications solutions for the TDC Group's business customers in Denmark. TDC Business has a market leading position in the Danish business market (source: NITA Report entitled "*Telecom Statistics - First Half of 2010*") and provides telecommunications solutions for small, medium and large businesses as well as the public sector in Denmark. Its activities include broadband solutions, landline telephony, mobile services, convergence products (combined landline and mobile telephony), fibre access and terminal equipment. TDC Business also provides systems integration services through its subsidiary NetDesign A/S ("**NetDesign**"), which is a Danish systems integrator of IP-based communications solutions offering networks, security, video conferencing and telephony systems tailored to business customers and other organizations.

TDC Nordic

For the year ended 31 December 2010, TDC Nordic had a total revenue of DKK 4,087 million, constituting 15 per cent. of the TDC Group's total external revenue excluding eliminations. At year-end 2010, TDC Nordic had 1,388 full-time employee equivalents. TDC Nordic provides landline telephony, mobile telephony (through MVNO and service provider agreements), internet and network, including IP-VPN services (IP-based Virtual Private Network, which is a network that enables organisations to use a shared network to connect remote sites or users together) and system integration services to the public sector and large and mid-size enterprises in Sweden, Norway and Finland primarily based on a direct sales model. Through TDC Hosting A/S TDC Hosting AB and TDC Hosting OY, TDC Nordic also offers hosting and information technology operations solutions in Denmark, Sweden and Finland, with a primary focus on providing managed hosting, co-location and shared hosting to small and medium sized businesses.

Operations & Wholesale

For the year ended 31 December 2010, Operations & Wholesale's revenue was DKK 2,550 million, constituting 9 per cent. of the TDC Group's total external revenue excluding eliminations. As at 31 December 2010, Operations & Wholesale had 3,868 full-time employee equivalents. Operations & Wholesale operates TDC's Danish fixed-line and mobile networks and is responsible for operations, infrastructure, information technology and wholesale. Operations supports TDC's other business divisions by operating support and back-office functions (such as information technology management), whereas Wholesale, as a commercial unit, provides landline telephony, mobile services, internet and network services for external service providers and brand partners, as well as national and international traffic and roaming for other network operators. Operating expenses in Operations corresponding to other segments use of the infrastructure and supply functions are allocated to the relevant business lines (except for YouSee A/S ("**YouSee**") and TDC Nordic, which are billed at arms' length). Operations' revenue

generated from third parties mainly relates to police assignments, operation of mobile sites and supply chain management.

YouSee A/S (subsidiary)

For the year ended 31 December 2010, YouSee's revenue was DKK 4,012 million, constituting 15 per cent. of the TDC Group's total external revenue excluding eliminations. As at 31 December 2010, YouSee had 1,231 full-time employee equivalents. YouSee is a Danish provider offering its customers TV, broadband, mobile broadband and telephony through a fully digitalised hybrid fiber coaxial-cable network.

Headquarters

Headquarters provides internal services for the TDC Group's domestic business lines. Headquarters also undertakes the TDC Group's staff functions including finance, legal and regulatory, human resources and communications.

The TDC Group's Network

The TDC Group operates an extensive telecommunications network in Denmark. The backbone network has high-capacity transmission capabilities and is fully digitalised. The landline access network reaches almost 100 per cent. of Denmark's population. The mobile access network includes GSM and UMTS, and in May 2010, TDC was allocated 2x20MHz of paired spectrum in the auction of the Danish 2.5GHz frequencies, which will be used for LTE. TDC is currently running field tests of the LTE technology and expects to launch commercial services in the first half of 2011. The TDC Group also operates its own landline network in the Nordic region which includes fibre based backbone (fibre cable and a pan-Nordic SDH network delivering landline point-to-point capacity), PSTN/ISDN and IP/Ethernet networks.

Intellectual Property

TDC owns or has the right to use the various brands, including property rights, used within its operation.

Property, Plant and Equipment

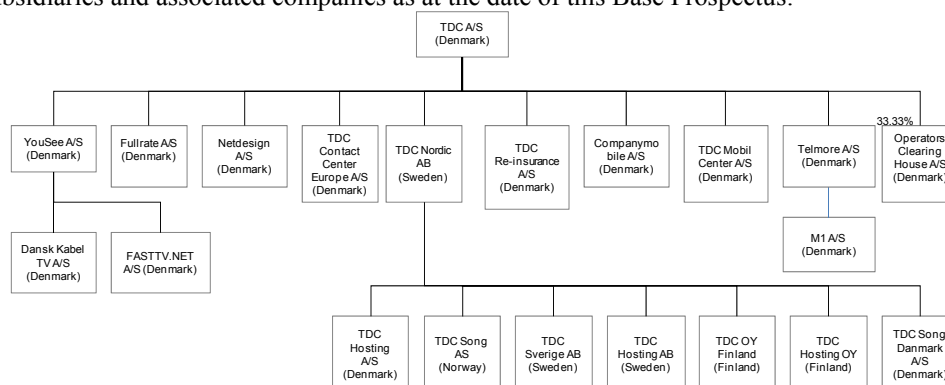
Operations & Wholesale manages the majority of the TDC Group's office premises and floor space in Denmark. However, some of the TDC Group's Danish operations, such as Telmore, manage their own premises.

The TDC Group's principal properties consist of numerous telecommunications installations, including exchanges of various sizes, transmission equipment, cable networks, base stations for mobile networks and equipment for radio communications, most of which are located in Denmark. The TDC Group also has numerous computer installations, which are located principally in Copenhagen and Aarhus.

Organisational structure

NTC is the Issuer's majority shareholder (see "*Major Shareholders*" below). The Issuer also has several subsidiaries, including YouSee.

The diagram below shows a simplified legal structure of the TDC Group, reflecting an overview of TDC's main subsidiaries and associated companies as at the date of this Base Prospectus:



Capital Structure

The Issuer's common share capital amounts to DKK 991,875,885 and is divided into shares in a denomination of DKK 1 each. Each share entitles a shareholder to one vote. All of the Issuer's shares are listed on the Nasdaq OMX Copenhagen Exchange (ISIN DK0060228559). Under the Issuer's current Articles of Association, the Board of Directors of the Issuer is authorised, until 18 March 2014, to increase the Issuer's share capital by up to DKK 108,229,770. The Issuer has announced that it recommends to its shareholders at the upcoming general meeting on 9 March 2011 to reduce the share capital to DKK 825,000,000 by cancellation of 166,875,885 of the Issuer's own shares acquired by the Issuer in connection with a share buy-back in mid-December 2010, cf. the Issuer's announcement 5/2011 of 7 February 2011.

Major Shareholders

As at 3 January 2011, the Issuer had 38,067 registered shareholders, of whom 97 per cent. were based in Denmark. The Danish-based shareholders held approximately 21 per cent. of the Issuer's shares at year-end 2010. A total of 41 shareholders each held more than 1,000,000 shares, together owning approximately 88 per cent. of the Issuer's shares.

As at 31 December 2010, the ownership and distribution of the Issuer's outstanding shares and the voting rights was:¹

- Arbejdsmarkedets Tillægspension, Hillerød, Denmark: 6.7 per cent.²
- Government of Singapore Investment Corporation Pte Ltd, Singapore: 5.3 per cent.³
- Other institutional shareholders: 19.3 per cent.
- Retail shareholders: 5.6 per cent.
- Not registered: 4.0 per cent.
- NTC Holding G.P & CIE S.C.A, Luxembourg: 59.1 per cent.⁴

All the members of the Issuer's Board of Directors act in the interests of the Issuer. The members of the Board of Directors who are also partners of the investment funds, which ultimately own the majority shareholder of the Issuer, do not represent those investment funds on the Board of Directors.

Administrative, Management and Supervisory Bodies

The Issuer's Board of Directors has 13 members, nine elected by the Annual General Meeting and four elected by the employees of the Issuer. The Issuer has announced that it recommends to its shareholders at the upcoming general meeting on 9 March 2011 to elect two additional members to the Board of Directors, cf. the Issuer's announcement 5/2011 of 7 February 2011.

As at the date of this Base Prospectus, the members of the Board of Directors are:

Name and Role

Vagn Sørensen is the Chairman of the Board of Directors

Principal Outside Activities

Chairman of the Boards of Directors of E-Force A/S, KMD A/S, KMD Equity Holding A/S, KMD Holding A/S, Select Service Partner Ltd. and one subsidiary thereof, and Scandic Hotels AB.

¹ Source: VP Securities and major shareholders.

² Arbejdsmarkedets Tillægspension announced in its 2009 annual group report that as at 31 December 2009 it held 54,695,065 shares in the Issuer (figure adjusted to reflect the change in nominal value of the Issuer's shares from DKK 5 to DKK 1 on 10 May 2010).

³ As published in the Issuer's company announcement 36-2010 of 14 December 2010.

⁴ Including 31,500,000 over-allotment shares returned to NTC pursuant to a stock lending agreement, cf. the Issuer's announcement 2-2011 of 14 January 2011.

Name and Role

Principal Outside Activities

	Vice Chairman of the Board of Directors of DFDS A/S.
	Member of the Boards of Directors of Air Canada, Braganza AS, C.P. Dyvig & Co. A/S, Det Rytmske Musikhus' Fond, FLSmidt A/S, Koncertvirksomhedens Fond and Lufthansa Cargo AG.
	Executive Manager of GFKJUS 611 ApS and VOS Invest ApS.
	Senior Advisor to Morgan Stanley and EQT Partners.
Pierre Danon is the Vice Chairman of the Board of Directors	Chairman of the Board of Directors of Numericable and Completel.
	Senior Advisor to JP Morgan.
	Non-executive director at Ciel Investment Limited.
Kurt Björklund is a member of the Board of Directors	Co-managing Partner in Permira.
	Chairman of the Board of Directors of Nordic Telephone Management Holding ApS.
	Member of the Board of Directors of Permira Holdings Limited and is a member of the executive group and the investment committee.
Lawrence Guffey is a member of the Board of Directors	Senior Managing Director in Blackstone's Corporate Private Equity Group.
	Member of the Boards of Directors of Axtel SA de CV, Deutsche Telekom AG, Nordic Telephone Company Holding ApS, Paris Review, the Literary Foundation and the Humanities Advisory Board at Rice University.
Henrik Kraft is a member of the Board of Directors	Investment Director of KKR.
	Manager of NTC Parent S.à r.l. and NTC Holding G.P. & Cie S.C.A.
	Director of Ambea Holding AB, Ambea AB and Carema Holding AB.
	Alternate director of Nordic Telephone Management Holding ApS.
Gustavo Schwed is a member of the Board of Directors	Managing Director of Providence Equity.
	Member of the Boards of Directors of Nordic Telephone Management Holding ApS and Mobileserv Ltd.
	Member of the Board of Managers at Swarthmore College.
Andrew Sillitoe is a member of the Board of Directors	Partner of Apax Partners LLP and member of the Investment Committee and Executive Committee.
	Member of the Boards of Directors of Nordic Telephone Management Holding ApS, Apax Europe VI No.2 Nominees Ltd., Apax Europe VI Nominees Ltd., Apax

Name and RolePrincipal Outside Activities

	Europe VII Nominees Ltd., Apax PP Nominees Ltd., Apax WW No 2 Nominees Ltd. and Apax WW Nominees Ltd.
Søren Thorup Sørensen is a member of the Board of Directors	Chairman of the Boards of Directors of K & C Holding A/S, Toginfo A/S, EP af 27. april 2006 A/S, KIPAL 2007 ApS and KIRKBI Anlæg A/S. Member of the Boards of Directors of Topdanmark A/S, Topdanmark Forsikring A/S, Lego A/S, Koldingvej 2, Billund A/S, KIRKBI Real Estate Investment A/S, KIRKBI AG, Interlego AG, LEGO Juris A/S and KIRKBI Invest A/S. Chief Executive officer of KIRKBI A/S and KIRKBI Invest A/S.
Lars Rasmussen is a member of the Board of Directors	President, CEO of Coloplast A/S and management assignments in 25 of its 100 per cent. owned subsidiaries. Member of the Boards of Directors of Højgaard Holding A/S and MT Højgaard A/S. Member of the Central Board of Directors of the Confederation of Danish Industry.
Leif Hartmann is an employee elected member of the Board of Directors	Systems Technician at TDC A/S. Chairman of the Board of Directors of Interessekontoret for Medarbejdere i TDC F.M.B.A.
Steen M. Jacobsen is an employee elected member of the Board of Directors	Specialist Technician at TDC A/S. Member of the Boards of Directors of TDC Pensionskasse and Tegholm Park A/S.
Jan Bardino is an employee elected member of the Board of Directors	IT Project Manager at TDC A/S.
Bo Magnussen is an employee elected member of the Board of Directors	Senior Clerk at TDC A/S. Chairman of Lederforeningen at TDC (Association of Managers and Employees in Special Positions of Trust).

The members of the Executive Committee are stated in the table below. In accordance with the Danish Companies Act and the Articles of Association of the Issuer, the members of the Executive Committee are appointed by the Board of Directors. In accordance with the Danish Companies Act and the Articles of Association of the Issuer, the Executive Committee is in charge of the day-to-day management of the Issuer. The day-to-day management does not cover matters of material importance to the Issuer. Such matters require submission by the Executive Committee to the Board of Directors for approval, unless Board approval cannot be obtained without considerable inconvenience to the Issuer's business.

Name and RolePrincipal Outside Activities

Henrik Poulsen is the President and Chief Executive Officer of TDC A/S	Member of the Boards of Directors of Chr. Hansen Holding A/S and the Denmark-America Foundation. Member of the Central Board of Directors of the Confederation of Danish Industry.
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<u>Name and Role</u>	<u>Principal Outside Activities</u>
Eva Berneke is a Senior Executive Vice President, Chief HR and Chief Strategy Officer of TDC A/S	Member of the Boards of Directors of Copenhagen Business School, the Industrialization Fund for Development and Eastern Countries (IFU, IØ) and Schibsted ASA. Member of the Danish Council for Technology and Innovation.
Carsten Dilling is a Senior Executive Vice President of TDC A/S and Chief Executive Officer, Operations & Wholesale	Chairman of Board of Directors of Traen A/S and Traen Holding A/S. Executive manager of CDI Consult ApS.
Jesper Theill Eriksen is a Senior Executive Vice President of TDC A/S and Chief Executive Officer, TDC Consumer	N/A
Jesper Ovesen is a Senior Executive Vice President and Chief Financial Officer of TDC A/S	Member of the Boards of Directors of Danisco A/S, FLSmidth A/S, Orkla ASA and Skandinaviska Enskilda Banken AB.
Niels Breining is a Senior Executive Vice President of TDC A/S and Chief Executive Officer, YouSee A/S.	N/A
Jens Munch Hansen is a Senior Executive Vice President of TDC A/S and Chief Executive Officer, TDC Nordic	Member of the Board of Directors of Scan Jour A/S.
Martin Lippert is a Senior Executive Vice President of TDC A/S and Chief Executive Officer, TDC Business	Member of the Boards of Directors of Zylinec A/S and Halberg A/S including three subsidiaries thereof.

The Board of Directors has set up two committees, the Compensation Committee and the Audit Committee. The board has approved the creation of a nomination committee, but this has yet to be implemented.

The Compensation Committee consists of Vagn Sørensen (Chairman), Pierre Danon, Lars Rasmussen, Gustavo Schwed and Henrik Kraft. The Compensation Committee determines the compensation and other terms and conditions of employment of the members of the TDC Group's Executive Committee. It also approves annually the overall principles of the TDC Group's bonus and other short- or long-term incentives or retention programmes and proposes to the Board of Directors the size of the directors' compensation, which is approved at the Annual General Meeting.

The Audit Committee consists of Søren Thorup Sørensen (Chairman), Lawrence Guffey, Vagn Sørensen and Andrew Sillitoe. The sole object of the Audit Committee is to provide recommendations to the entire Board of Directors of the Issuer. The Audit Committee assists the Board of Directors with audit related functions including: (i) the financial reporting process, (ii) monitoring the efficiency of the Issuer's internal control system and any internal auditing and risk management systems, (iii) monitoring the statutory audit of the annual report, (iv) appointing the Issuer's independent accountants and monitoring and checking the independence of the accountants, including, in particular, the delivery of non-audit services to TDC.

The business address of the above members of the Board of Directors, the Executive Committee, the Compensation Committee and the Audit Committee is Headquarters, TDC A/S, Teglnholmsgade 3, DK-0900 Copenhagen C, Denmark.

There are no conflicts of interest between the duties of the persons listed above to the Issuer and their private interests or other duties.

TAXATION

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

Danish Taxation

The following is a summary description of the taxation in Denmark of the Notes according to the Danish tax laws in force at the date hereof and is subject to any changes in law and the interpretation and application thereof, which changes could be made with retroactive effect. The following summary does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to acquire, hold or dispose of the Notes, and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as professional dealers in securities) may be subject to special rules. Potential investors are under all circumstances strongly recommended to contact their own tax advisor to clarify the individual consequences of their investment in, holding of and disposal of the Notes. The Issuer makes no representations regarding the tax consequences of purchase, holding or disposal of the Notes.

Taxation at source

Under existing Danish tax laws no general withholding tax or coupon tax will apply to payments of interest or principal or other amounts due on the Notes, other than in certain cases on payments in respect of controlled debt in relation to the Issuer. This will not have any impact on holders of Notes who are not "affiliated" with the Issuer pursuant to section 3B of the Danish Tax Control Act (Consolidated Act no. 1126 of 24 November 2005) (i.e., they control or are controlled by the Issuer).

Resident holders of Notes

Under existing Danish tax laws, private individuals, including persons who are engaged in financial trade, and companies, funds and similar entities, who are domiciled in Denmark for tax purposes, are (save for certain exceptions) liable to pay tax on capital gains from the redemption or sale of the Notes and on payments of interest under the Notes.

Non-resident holders of Notes

Under the Danish tax laws, payments of interest or principal amounts to any non-resident holders of Notes are not subject to taxation in Denmark, no withholding tax will be payable with respect to such payments and any capital gain realised upon the sale, exchange or retirement of a Note will not be subject to taxation in Denmark, other than in certain cases on payments in respect of controlled debt in relation to the Issuer as referred to under "*Taxation at source*" above.

This tax treatment applies solely to holders of Notes who are not subject to full tax liability in Denmark or included in a Danish joint taxation scheme and do not carry on business in Denmark through a permanent establishment.

Luxembourg Taxation

The following is a general description of certain Luxembourg tax considerations relating to the Notes. It specifically contains information on taxes on the income from the Notes withheld at source and provides an indication as to whether the Issuer assumes responsibility for the withholding of taxes at the source. It does not purport to be a complete analysis of all tax considerations relating to the Notes, whether in Luxembourg or elsewhere. Prospective purchasers of the Notes should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of the Notes, payments of interest, principal and/or other amounts under the Notes and the consequences of such actions under the tax laws of Luxembourg. This summary is based upon the law as in effect on the date of this Base Prospectus. The information contained within this section is limited to withholding taxation issues, and

prospective investors should not apply any information set out below to other areas, including (but not limited to) the legality of transactions involving the Notes.

Withholding Tax

All payments of interest and principal by the Issuer in the context of the holding, disposal, redemption or repurchase of the Notes can be made free and clear of any withholding or deduction for or on account of any taxes of whatsoever nature imposed, levied, withheld, or assessed by Luxembourg or any political subdivision or taxing authority thereof or therein, in accordance with the applicable Luxembourg law, subject however to:

- (i) the application of the Luxembourg laws of 21 June 2005 implementing the EU Savings Tax Directive in the form of interest payments and ratifying several agreements concluded with certain dependent or associated territories and providing for the possible application of a withholding tax (20 per cent. from 1 July 2008 to 30 June 2011 and 35 per cent. from 1 July 2011) on interest paid to certain non Luxembourg resident investors (individuals and certain types of entities called "residual entities") in the event of the Issuer appointing a paying agent in Luxembourg within the meaning of the above-mentioned directive (see section "*EU Savings Tax Directive*" below) or agreements;
- (ii) the application as regards Luxembourg resident individuals of the Luxembourg law of 23 December 2005 which has introduced a 10 per cent. withholding tax on savings income (i.e., with certain exemptions, savings income within the meaning of the Luxembourg laws of 21 June 2005 implementing the EU Savings Tax Directive).

Pursuant to the law of 23 December 2005 as amended by the law of 17 July 2008, Luxembourg resident individuals can opt to self declare and pay a 10 per cent. tax on interest payments made by paying agents located in a Member State of the European Union other than Luxembourg, a Member State of the European Economic Area or in a State or territory which has concluded an agreement directly relating to the EU Savings Tax Directive.

The 10 per cent. withholding tax as described above or the 10 per cent tax are final when Luxembourg resident individuals are acting in the context of the management of their private wealth.

Responsibility for the withholding of tax in application of the above-mentioned Luxembourg laws of 21 June 2005 and 23 December 2005 is assumed by the Luxembourg paying agent within the meaning of these laws and not by the Issuer.

EU Savings Tax Directive

On 3 June 2003, the EU Council of Economic and Finance Ministers adopted a directive regarding the taxation of savings income (the "**EU Savings Tax Directive**"). The EU Savings Tax Directive is, in principle, applied by Member States as from 1 July 2005 and has been implemented in Luxembourg by the laws of 21 June 2005. Under the EU Savings Tax Directive, each Member State is required to provide to the tax authorities of another Member State details of payments of interest or other similar income, within the meaning of the EU Savings Tax Directive, paid by a paying agent within the meaning of the EU Savings Tax Directive to an individual resident or certain types of entities called "residual entities", within the meaning of the EU Savings Tax Directive (the "**Residual Entity**" or "**Residual Entities**"), established in that other Member State (or certain dependent or associated territories). For a transitional period, however, Austria and Luxembourg are permitted to apply an optional information reporting system whereby if a beneficial owner, within the meaning of the EU Savings Tax Directive, does not comply with one of two procedures for information reporting, the relevant Member State will levy a withholding tax on payments to such beneficial owner. The withholding tax system applies for a transitional period during which the rate of the withholding is of 20 per cent. from 1 July 2008 to 30 June 2011 and 35 per cent. as from 1 July 2011. The transitional period is to terminate at the end of first full fiscal year following agreement by certain non-EU countries to the exchange of information relating to such payments.

Also with effect from 1 July 2005, a number of non-EU countries (Switzerland, Andorra, Liechtenstein, Monaco and San Marino) and certain dependent or associated territories (Jersey, Guernsey, Isle of Man, Montserrat, British Virgin Islands, Netherlands Antilles, Aruba, Turk and Caicos, Anguilla and the Cayman Islands) have agreed to adopt similar measures (either provision of information or transitional

withholding) in relation to payments made by a paying agent (within the meaning of the EU Savings Tax Directive) within its jurisdiction to, or collected by such a paying agent for, an individual resident or a Residual Entity established in a Member State. In addition, Luxembourg has entered into reciprocal provision of information or transitional withholding arrangements with those dependent or associated territories in relation to payments made by a paying agent (within the meaning of the EU Savings Tax Directive) in a Member State to, or collected by such a paying agent for, an individual resident or a Residual Entity established in one of those territories.

The European Commission has announced on 13 November 2008 proposals to amend the EU Savings Tax Directive. If implemented, the proposed amendments would, *inter alia*, (i) extend the scope of the EU Savings Tax Directive to payments made through certain intermediate structures (whether or not established in an EU Member State) for the ultimate benefit of EU resident individuals, and (ii) provide for a wider definition of interest subject to the EU Savings Tax Directive. The European Parliament approved an amended version of this proposal on 24 April 2009. Investors who are in any doubt as to their position should consult their professional advisers.

SUBSCRIPTION AND SALE

Notes may be sold from time to time by the Issuer to any one or more of BNP Paribas, Danske Bank A/S, Deutsche Bank AG, London Branch, J.P. Morgan Securities Ltd., Morgan Stanley & Co. International plc, Nordea Bank Danmark A/S and Skandinaviska Enskilda Banken AB (publ) as Dealers. The arrangements under which Notes may from time to time be agreed to be sold by the Issuer to, and purchased by, Dealers are set out in a Dealer Agreement dated 10 February 2011 (the "**Dealer Agreement**") and made between the Issuer and the Dealers. Any such agreement will, *inter alia*, make provision for the form and terms and conditions of the relevant Notes, the price at which such Notes will be purchased by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such purchase. The Dealer Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Notes.

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

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

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

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

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

Public Offer Selling Restriction Under the Prospectus Directive

In relation to each Relevant Member State, each Dealer has severally represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto (or are the subject of the offering contemplated by a Drawdown Prospectus, as the case may be) to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

- (a) *Qualified investors:* at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (b) *Fewer than 100 offerees:* at any time to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to

obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

- (c) *Other exempt offers*: at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive, or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State.

United Kingdom

Each Dealer has severally represented, warranted and agreed that, and each further Dealer appointed under the Programme will be required to represent, warrant and agree that:

- (a) *No deposit-taking*: in relation to any Notes having a maturity of less than one year:
- (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and
 - (ii) it has not offered or sold and will not offer or sell any Notes other than to persons:
 - (A) whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses; or
 - (B) who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses,where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (the "**FSMA**") by the Issuer;
- (b) *Financial promotion*: it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- (c) *General compliance*: it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Law No. 25 of 1948, as amended) and, accordingly, each Dealer has undertaken that, and each further Dealer appointed under the Programme will be required to undertake that, it will not offer or sell any Notes directly or indirectly, in Japan or to, or for the benefit of, any Japanese Person or to others for re-offering or resale, directly or indirectly, in Japan or to any Japanese Person except under circumstances which will result in compliance with all applicable laws, regulations and guidelines promulgated by the relevant Japanese governmental and regulatory authorities and in effect at the relevant time. For the purposes of this paragraph, "**Japanese Person**" shall mean any resident of Japan, as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Control Law (Law No. 228 of 1949, as amended).

Denmark

Each Dealer has severally represented and agreed that, and each further Dealer appointed under the Programme will be required to represent and agree that, it has not offered or sold and will not offer, sell or deliver any of the Notes directly or indirectly in Denmark by way of public offering, unless in compliance with the Danish Securities Trading Act (Consolidated Act No. 959 of 11 August 2010 as amended, in Danish: *Værdipapirhandelsloven*) and Executive Orders issued thereunder, as amended.

General

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

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

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

GENERAL INFORMATION

Authorisation

1. The establishment of the Programme was authorised by a resolution of the Board of Directors of the Issuer passed on 16 December 2010. The Issuer has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of the Notes and the relating to them.

Legal and Arbitration Proceedings

2. The Issuer is not and has not been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) in the 12 months preceding the date of this Base Prospectus which may have or have in such period had a significant effect on the financial position or profitability of the Issuer.

Significant/Material Change

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

Auditors

4. The auditors of the Issuer are PricewaterhouseCoopers Statsautoriseret Revisionsaktieselskab, state-authorised public accountants, who have audited the Issuer's accounts, without qualification, in accordance with International and Danish auditing standards for the financial years ended on 31 December 2010 and 31 December 2009. The auditors of the Issuer have no material interest in the Issuer. PricewaterhouseCoopers Statsautoriseret Revisionsaktieselskab are members of the "Foreningen af Statsautoriserede Revisorer", the Danish Association of State-Authorised Public Accountants.

Documents on Display

5. For the period of 12 months following the date of this Base Prospectus, copies of the following documents will be available for inspection, free of charge, during normal business hours on any day (excluding Saturdays, Sundays and public holidays) at the offices of the Issuer at Teglholmsgade 3, DK-0900 Copenhagen C, Denmark and the offices of the Fiscal Agent Deutsche Bank AG, London Branch at Winchester House, 1 Great Winchester Street, London EC2N 2DB, United Kingdom and the Registrar Deutsche Bank Luxembourg S.A. at 2 Boulevard Konrad Adenauer, L 1115 Luxembourg, Grand Duchy of Luxembourg and can be obtained, free of charge, from the Issuer at Teglholmsgade 3, 0900 Copenhagen C, Denmark (telephone: +45 66 63 76 80; fax: +45 33 15 75 70; email: investorrelations@tdc.dk):
 - (a) the Articles of Association (with an English translation thereof) of the Issuer;
 - (b) the consolidated audited financial statements of the Issuer in respect of the financial years ended 31 December 2010 and 31 December 2009, in each case together with the audit reports in connection therewith;
 - (c) this Base Prospectus;
 - (d) the Agency Agreement;
 - (e) the Deed of Covenant;
 - (f) the Dealer Agreement; and
 - (g) the Issuer-ICSDs Agreement entered into between the Issuer and Euroclear and Clearstream, Luxembourg with respect to the settlement in Euroclear and/or Clearstream,

Luxembourg of Notes in New Global Note form or to be held under the New Safekeeping Structure).

6. In accordance with Danish company law, the Issuer's audited annual reports and those of its Danish subsidiaries, including the financial statements and the independent accountants' opinion contained therein, their respective memorandums of association and articles of association are also available from the Danish Commerce and Companies Agency.
7. This Base Prospectus and the documents specified above as containing information incorporated by reference in this Base Prospectus will also be available on the website of the Luxembourg Stock Exchange (www.bourse.lu).

Material Contracts

8. Save as disclosed in this Base Prospectus, the Issuer has not entered into any contracts in the last two years outside the ordinary course of its business which could result in the Issuer being under an obligation or entitlement that is material to its ability to meet its obligations in respect of the Notes.

Clearing of the Notes

9. The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue JF Kennedy, L 1855 Luxembourg, Grand Duchy of Luxembourg.
10. The appropriate common code and the International Securities Identification Number (ISIN) in relation to the Notes of each Tranche will be specified in the relevant Final Terms. The relevant Final Terms shall specify any other clearing system as shall have accepted the relevant Notes for clearance together with any further appropriate information.

Dealers Transacting with the Issuer

11. Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services to the Issuer and its affiliates in the ordinary course of business.

Use of Proceeds

12. The net proceeds of the issue of each Tranche of Notes will be used by the Issuer for the general corporate and financing purposes of the TDC Group.

GLOSSARY OF TECHNICAL TERMS

The following explanations are not intended as technical definitions, but to assist the general reader to understand certain terms as used in this Base Prospectus:

"3G" means third-generation mobile networks that can deliver voice, data and multimedia content at high speed.

"ADSL" means Asymmetric Digital Subscriber Line, which is based on DSL technology.

"Broadband" means data communication forms of a certain bandwidth that depending on the relevant context is perceived to be significantly high or 'wide' in terms of information-carrying capacity. The most common broadband technologies are cable modem, DSL, mobile broadband and optical fibre. TDC applies NITA's definition in which broadband implies bandwidths higher than 144 kbps.

"BSA" or **"bitstream access"** means the situation where a provider installs a high-speed access link at the customer's premises and then makes this access link available to third parties, to enable them to provide high-speed services to customers. **"Naked BSA"** means BSA without a PSTN subscription delivered on the same subscription line.

"Coax" means a technology based on coaxial cables - electrical cables with an inner conductor surrounded by a flexible, tubular insulating layer, surrounded by a tubular conducting shield. Coax is used to transmit, among other things, radio frequency signals and distributing cable television signals.

"CPE" or **"customer premises equipment"** means equipment that is implemented or installed at a customer's premises. CPE includes the hardware required to handle TV as well as telephony and data traffic. Products handling telephony traffic range from large PABXs for the largest business corporations, to single telephones sold to small business customers and retail customers. Products handling data traffic consist mainly of routers, switches, DSL modems and other bridging equipment used to create LAN and WAN solutions.

"DSL" or **"digital subscriber line"** means a technology that enables a local-loop copper pair to transport high-speed data between an exchange building and the customers' premises.

"DTT" means digital terrestrial television, which is a digital signal broadcast to standard aerials that are utilised to replace the, in Denmark, discontinued analogue signal.

"Dual-play" means the bundling of telephony and internet through one access channel only. Dual-play bundles are included as two customers in the total customer figures. All Fullrate xDSL customers are included as dual-play customers. A dual-play subscription must entail both services.

"Ethernet" means a type of networking technology for LANs and is increasingly used in the IP-networks.

"Fibre optics communication" or **"fibre"** means a technology used to transmit telephone signals, internet communications, and cable television signals. Due to much lower loss of intensity and interference, optical fibre has large advantages over existing copper wire in long-distance and high-demand applications.

"FTTH" or **"fibre to the home"** means the fibre-optic technology linking residential customers directly to the fibre network.

"GSM" or **"global system for mobile communications"** means a comprehensive digital network for the operation of all aspects of a mobile telephone system.

"HDTV" or **"high-definition television"** means a digital television broadcasting system with a higher resolution than traditional television systems.

"HSDPA" or **"High Speed Downlink Packet Access"** or **"Turbo 3G"** means an enhancement of UMTS 3G technology that is expected to increase the available download speeds by a multiple of five or more.

"IP" or **"internet protocol"** means a standard protocol whereby internet-user data is divided into packets to be sent onto the correct network pathway. In addition, IP gives each packet an assigned number so that

the message completion can be verified. Before packets are delivered to their destination, the protocol carries unifying procedures so that they are delivered in their original form.

"**IP-VPN**" means IP-based Virtual Private Network, which is a network that enables organisations to use a shared network to connect remote sites or users together.

"**ISDN**" or "**integrated services digital network**" means a means of providing more channels of 64 kbps over the existing regular phone line, which can be used for either integrated voice and data or solely data transmission. An ISDN modem is necessary to connect to the network. The ISDN technology enables 2-30 channels at the same line.

"**kbps**" means kilobits per second.

"**LAN**" or "**local area network**" refers to a short-distance data communications network (typically within a company) used to link computers, which allows data and printer sharing.

"**LRAIC**" (long run average incremental cost) and "**LRIC**" (long run incremental cost) mean the most applied pricing regulation methods used to set interconnection prices for operators with SMP status. With the LRAIC method, prices are set as the average of the costs of services provided within an increment of providing regulated services. The interconnection prices are set equal to the costs associated with producing the regulated services in a modern and fully effective telecommunications network of the same size as the SMP operator's network.

"**LTE**" or "**long term evolution**" means a set of enhancements to UMTS designed to increase capacity and speed on mobile telephone networks.

"**MNO**" or "**mobile network operator**" means a company that has frequency allocation(s), as opposed to a MVNO, and all the required infrastructure to run an independent mobile network.

"**MVNO**" or "**mobile virtual network operators**" means a mobile operator that does not have frequency allocation. MVNOs have business arrangements with MNOs to buy traffic and data for sale to their own customers.

"**PABX**" or "**private automatic branch exchange**" is an automatic telephone switching system within a private enterprise. Originally, such systems - called private branch exchanges (PBX) - required the use of a live operator. As today almost all private branch exchanges are automatic, the abbreviation PBX has been extended to PABX.

"**Postpaid**" means subscriptions that are paid for at the beginning of the period, whereas the usage charge, which varies depending on the tariff plan selected by the subscriber, is paid at the end of the period.

"**Prepaid**" means when the customer pays for a specified amount of credit for services upfront. The credit then diminishes as the customer uses the service. TDC considers online systems with prepayment characteristics to be mobile voice subscriptions, as users create accounts and generally remain subscribers longer. As a result, customers at Telmore and M1 are considered as mobile voice subscriptions.

"**PSTN**" or "**public switched telephone network**" means the telecommunications network based on copper lines carrying analogue voice and data - traditional landline telephony.

"**PVR**" or "**personal video recorder**" means a device that records video in a digital format to a disk drive or other memory media within a device. The term includes standalone set-top boxes, portable media players and software for personal computers which enables video capture and playback to and from disk.

"**RGU**" means the total number of customer relationships that generate revenue for TDC, including customers with subscription and customers without subscriptions calculated according to the following general principles: Landline customers who have generated revenue within the last 3 months; prepaid cards used at least once within the last 3 months; dial-up internet customers who accessed the internet at least once within the last 3 months. TDC's RGU statement includes the number of main products sold by TDC's residential, business and wholesale segments. The number of customers is not equal to the number of subscribers. An enterprise with 100 mobile voice subscriptions from TDC will be included as 100 RGUs in the RGU statement. As regards wholesale customers, a broadband provider with 20,000 BSA connections from TDC will be included as 20,000 RGUs. For other networks and data connections, the

RGU category that is part of TDC's RGU base includes ULL, leased lines, fibre and data connection. Mobile broadband RGUs include mobile data cards and mobile broadband subscriptions. Dual- and triple-play bundles are included as two and three RGUs, respectively, in the total RGU figures. A YouSee TV customer subscribing to the digital TV add-on product YouSee Plus will be included as two TV RGUs. The term "RGU" does not reflect the number of actual end-users, e.g., an ISDN30 connection counts only as one RGU in TDC's customer base even though this product may involve 30 end-users.

"SDH" or "**Synchronous Digital Hierarchy**" means a standard technology for synchronous data transmission on optical media and provides faster and less-expensive network interconnection than traditional PDH (Plesiochronous Digital Hierarchy) equipment. In digital telephone transmission, synchronous means that the bits from one call are carried within one transmission frame. Plesiochronous means "almost synchronous" or a call that must be extracted from more than one transmission frame.

"SHDSL" or "**Symmetric High-speed Digital Subscriber Line**" means DSL technology with symmetric data transmission.

"SMP" or "**Significant Market Power**" means a designation assigned to operators having a significant market position in a specific market as determined by NITA due to a market decision regarding the relevant market.

"**Triple-play**" means the bundling of telephony, internet and TV services through one access channel only. Triple play bundles are included as three customers in the total customer figures. A triple-play subscription must entail all three services.

"TV" means television.

"TVoIP" or "**TV over internet protocol**" means a system through which digital TV service is delivered using the internet and internet broadband access networks instead of being delivered through the traditional radio frequency broadcast, satellite signal or cable TV formats. TVoIP can be either IP TV or Web TV.

"ULL" or "**unbundled local loop**" means copper lines to which competing carriers have been granted access by the incumbent operator, allowing such alternative carriers to offer data transmission capacity and/or telephony to end users. (ULL is often referred to as raw copper.) Full ULL is used for customers without PSTN/ISDN subscription (wholesale or retail at TDC), shared ULL is used for customers with PSTN/ISDN subscriptions.

"UMTS" or "**universal mobile telecommunications systems**" means a 3G network designed to provide a wide range of voice, high-speed data and multimedia services.

"VDSL" or "**VHDSL**" (Very High Bitrate DSL) means a DSL technology that provides faster data transmission than other DSL technologies over copper wires.

"VoIP" or "**voice over internet protocol**" means a telephone call over the internet. VoIP can be either with quality of service, i.e., guarantee of call quality comparable to PSTN, achieved through prioritising the traffic. Alternatively, VoIP can be computer to computer calls, with unprioritised traffic. This traffic is generally of a lower quality and is affected by general network usage and will be interrupted by network congestion. TDC VoIP is with quality of service.

"WAN" or "**wide area network**" refers to a long-distance data communications network and is a geographically dispersed collection of LANs. The internet, for instance, is a WAN, but a network between a company's divisions can also be a WAN.

"xDSL" means a family of technologies that provides digital data transmission over copper wires. See also ADSL, VDSL and SHDSL.

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