

## TERMS AND CONDITIONS OF THE BONDS

**THIS DOCUMENT IS NOT AN OFFER TO SELL SECURITIES OR THE SOLICITATION OF ANY OFFER TO BUY SECURITIES.**

**THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND, ACCORDINGLY, MAY NOT BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND THE APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES.**

**SOLELY FOR THE PURPOSES OF THE PRODUCT GOVERNANCE REQUIREMENTS CONTAINED WITHIN: (A) EU DIRECTIVE 2014/65/EU ON MARKETS IN FINANCIAL INSTRUMENTS, AS AMENDED ("MIFID II"); (B) ARTICLES 9 AND 10 OF COMMISSION DELEGATED DIRECTIVE (EU) 2017/593 SUPPLEMENTING MIFID II; AND (C) LOCAL IMPLEMENTING MEASURES (TOGETHER, THE "MIFID II PRODUCT GOVERNANCE REQUIREMENTS"), AND DISCLAIMING ALL AND ANY LIABILITY, WHETHER ARISING IN TORT, CONTRACT OR OTHERWISE, WHICH ANY "MANUFACTURER" (FOR THE PURPOSES OF THE MIFID II PRODUCT GOVERNANCE REQUIREMENTS) MAY OTHERWISE HAVE WITH RESPECT THERETO, THE BONDS HAVE BEEN SUBJECT TO A PRODUCT APPROVAL PROCESS, WHICH HAS DETERMINED THAT: (I) THE TARGET MARKET FOR THE BONDS IS ELIGIBLE COUNTERPARTIES AND PROFESSIONAL CLIENTS ONLY, EACH AS DEFINED IN MIFID II; AND (II) ALL CHANNELS FOR DISTRIBUTION OF THE BONDS TO ELIGIBLE COUNTERPARTIES AND PROFESSIONAL CLIENTS ARE APPROPRIATE. ANY PERSON SUBSEQUENTLY OFFERING, SELLING OR RECOMMENDING THE BONDS (A "DISTRIBUTOR") SHOULD TAKE INTO CONSIDERATION THE MANUFACTURERS' TARGET MARKET ASSESSMENT; HOWEVER, A DISTRIBUTOR SUBJECT TO MIFID II IS RESPONSIBLE FOR UNDERTAKING ITS OWN TARGET MARKET ASSESSMENT IN RESPECT OF THE BONDS (BY EITHER ADOPTING OR REFINING THE MANUFACTURERS' TARGET MARKET ASSESSMENT) AND DETERMINING APPROPRIATE DISTRIBUTION CHANNELS.**

**SOLELY FOR THE PURPOSES OF THE MANUFACTURER'S PRODUCT APPROVAL PROCESS, THE TARGET MARKET ASSESSMENT IN RESPECT OF THE BONDS HAS LED TO THE CONCLUSION THAT: (I) THE TARGET MARKET FOR THE BONDS IS ONLY ELIGIBLE COUNTERPARTIES, AS DEFINED IN THE FCA HANDBOOK CONDUCT OF BUSINESS SOURCEBOOK ("COBS"), AND PROFESSIONAL CLIENTS, AS DEFINED IN REGULATION (EU) NO 600/2014 AS IT FORMS PART OF UK DOMESTIC LAW BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018 ("UK MIFIR"); AND (II) ALL CHANNELS FOR DISTRIBUTION OF THE BONDS TO ELIGIBLE COUNTERPARTIES AND PROFESSIONAL CLIENTS ARE APPROPRIATE. ANY PERSON SUBSEQUENTLY OFFERING, SELLING OR RECOMMENDING THE BONDS (A DISTRIBUTOR) SHOULD TAKE INTO CONSIDERATION THE MANUFACTURER'S TARGET MARKET ASSESSMENT; HOWEVER, A DISTRIBUTOR SUBJECT TO THE FCA HANDBOOK PRODUCT INTERVENTION AND PRODUCT GOVERNANCE SOURCEBOOK (THE "UK MIFIR PRODUCT GOVERNANCE RULES") IS RESPONSIBLE FOR UNDERTAKING ITS OWN TARGET MARKET ASSESSMENT IN RESPECT OF THE BONDS (BY EITHER ADOPTING OR REFINING THE MANUFACTURER'S TARGET MARKET ASSESSMENT) AND DETERMINING APPROPRIATE DISTRIBUTION CHANNELS. THE TARGET MARKET ASSESSMENT IS WITHOUT PREJUDICE TO THE REQUIREMENTS OF ANY CONTRACTUAL OR LEGAL SELLING RESTRICTIONS IN RELATION TO ANY OFFERING OF THE BONDS.**

**THE TARGET MARKET ASSESSMENT IS WITHOUT PREJUDICE TO THE REQUIREMENTS OF ANY CONTRACTUAL OR LEGAL SELLING RESTRICTIONS IN RELATION TO THE BONDS.**

FOR THE AVOIDANCE OF DOUBT, THE TARGET MARKET ASSESSMENT DOES NOT CONSTITUTE: (A) AN ASSESSMENT OF SUITABILITY OR APPROPRIATENESS FOR THE PURPOSES OF MIFID II, UK MIFIR OR COBS; OR (B) A RECOMMENDATION TO ANY INVESTOR OR GROUP OF INVESTORS TO INVEST IN, OR PURCHASE, OR TAKE ANY OTHER ACTION WHATSOEVER WITH RESPECT TO THE BONDS.

THE BONDS ARE NOT INTENDED TO BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO AND SHOULD NOT BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO ANY RETAIL INVESTOR IN THE EUROPEAN ECONOMIC AREA ("EEA"). FOR THESE PURPOSES, A RETAIL INVESTOR MEANS A PERSON WHO IS ONE (OR MORE) OF: (I) A RETAIL CLIENT AS DEFINED IN POINT (11) OF ARTICLE 4(1) OF MIFID II; OR (II) A CUSTOMER WITHIN THE MEANING OF DIRECTIVE (EU) 2016/97, WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT AS DEFINED IN POINT (10) OF ARTICLE 4(1) OF MIFID II. CONSEQUENTLY, NO KEY INFORMATION DOCUMENT REQUIRED BY REGULATION (EU) NO 1286/2014, AS AMENDED (THE "PRIIPS REGULATION") FOR OFFERING OR SELLING THE BONDS OR OTHERWISE MAKING THEM AVAILABLE TO RETAIL INVESTORS IN THE EEA HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE BONDS OR OTHERWISE MAKING THEM AVAILABLE TO ANY RETAIL INVESTOR IN THE EEA MAY BE UNLAWFUL UNDER THE PRIIPS REGULATION.

THE BONDS ARE NOT INTENDED TO BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO AND SHOULD NOT BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO ANY RETAIL INVESTOR IN THE UNITED KINGDOM ("UK"). FOR THESE PURPOSES, A RETAIL INVESTOR MEANS A PERSON WHO IS ONE (OR MORE) OF: (I) A RETAIL CLIENT, AS DEFINED IN POINT (8) OF ARTICLE 2 OF REGULATION (EU) NO 2017/565 AS IT FORMS PART OF DOMESTIC LAW BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018 ("EUWA"); OR (II) A CUSTOMER WITHIN THE MEANING OF THE PROVISIONS OF THE FINANCIAL SERVICES AND MARKETS ACT 2000, AS AMENDED ("FSMA") AND ANY RULES OR REGULATIONS MADE UNDER THE FSMA TO IMPLEMENT DIRECTIVE (EU) 2016/97, WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT, AS DEFINED IN POINT (8) OF ARTICLE 2(1) OF REGULATION (EU) NO 600/2014 AS IT FORMS PART OF DOMESTIC LAW BY VIRTUE OF THE EUWA. CONSEQUENTLY NO KEY INFORMATION DOCUMENT REQUIRED BY REGULATION (EU) NO 1286/2014 AS IT FORMS PART OF DOMESTIC LAW BY VIRTUE OF THE EUWA (THE "UK PRIIPS REGULATION") FOR OFFERING OR SELLING THE BONDS OR OTHERWISE MAKING THEM AVAILABLE TO RETAIL INVESTORS IN THE UK HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE BONDS OR OTHERWISE MAKING THEM AVAILABLE TO ANY RETAIL INVESTOR IN THE UK MAY BE UNLAWFUL UNDER THE UK PRIIPS REGULATION.

*The following, subject to completion and amendment, and save for the paragraphs in italics, is the text of the Terms and Conditions of the Bonds.*

The issue of the SEK 1,500,000,000 2.875 per cent. Senior Unsecured Convertible Bonds due 2026 (the "**Bonds**", which expression shall, unless otherwise indicated, include any Further Bonds (as defined below)) was (save in respect of any Further Bonds) adopted by a resolution of the board of directors of Cellink AB (publ), with its registered office at Arvid Wallgrens Backe 20, 413 46 Göteborg, Sweden (the "**Issuer**") passed on 11 March 2021, and will be put forward for approval at a General Meeting (as defined below) of its shareholders to be held on or about 26 April 2021.

The Bonds are constituted by a trust deed dated 19 March 2021 (the "**Trust Deed**") between the Issuer and Citibank N.A., London Branch (the "**Trustee**", which expression shall include all persons for the time being appointed as the trustee or trustees under the Trust Deed) as trustee for the Bondholders (as defined below). The statements set out in these Terms and Conditions (the "**Conditions**") are summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the form of the Bonds. The Bondholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and those provisions applicable to them which are contained in the Paying, Transfer and Conversion Agency Agreement dated 19 March 2021 (the "**Agency Agreement**") relating to the Bonds between the Issuer, the Trustee and Citibank N.A., London Branch (the "**Principal Paying, Transfer and Conversion Agent**", which expression shall include any successor as Principal Paying, Transfer and Conversion Agent

under the Agency Agreement), the Paying, Transfer and Conversion Agents for the time being (such persons, together with the Principal Paying, Transfer and Conversion Agent, being referred to below as the "**Paying, Transfer and Conversion Agents**", which expression shall include their successors as Paying, Transfer and Conversion Agents under the Agency Agreement) and Citibank Europe PLC in its capacity as registrar in respect of the Bonds (the "**Registrar**", which expression shall include any successor as registrar under the Agency Agreement).

The Issuer has also entered into a calculation agency agreement (the "**Calculation Agency Agreement**") dated 19 March 2021 with Conv-Ex Advisors Limited (the "**Calculation Agent**", which expression shall include any successor as calculation agent under the Calculation Agency Agreement) whereby the Calculation Agent has been appointed to make certain calculations in relation to the Bonds. The Bondholders are deemed to have notice of all of the provisions of the Calculation Agency Agreement applicable to them.

Copies of the Trust Deed, the Agency Agreement and the Calculation Agency Agreement are available to Bondholders upon any reasonable request for inspection during normal business hours at the specified offices of the Paying, Transfer and Conversion Agents.

Capitalised terms used but not defined in these Conditions shall have the meanings attributed to them in the Trust Deed unless the context otherwise requires or unless otherwise stated.

Each Bond will, subject to these Conditions, entitle the holder, on or after the Long Stop Date (as defined below) and prior to the Physical Settlement Date (if any) to require the redemption of such Bond for the relevant Cash Alternative Amount (as defined below) (provided that the Physical Settlement Date does not occur prior to the Long Stop Date) and, on or following the Physical Settlement Date (if any), to convert such Bond into B Shares, in each case in accordance with, and as described in, Condition 6.

#### 1. **Form, Denomination, Title and Status**

##### (a) *Form and Denomination*

The Bonds are in registered form, serially numbered, in principal amounts of SEK 2,000,000 each (the "**Authorised Denomination**").

##### (b) *Title*

Title to the Bonds will pass by transfer and registration as described in Condition 4. The holder (as defined below) of any Bond will (except as otherwise required by law or as ordered by a court of competent jurisdiction) 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 interest in it or its theft or loss (or that of the related certificate, as applicable) or anything written on it or the certificate representing it (other than a duly executed transfer thereof)) and no person will be liable for so treating the holder.

##### (c) *Status of the Bonds*

The Bonds constitute direct, unconditional, unsubordinated and (subject to Condition 2) unsecured obligations of the Issuer ranking *pari passu* and rateably, without any preference among themselves, and equally with all other existing and future unsecured and unsubordinated obligations of the Issuer but, in the event of a winding up of the Issuer save for such obligations that may be preferred by provisions of law that are mandatory and of general application.

#### 2. **Negative Pledge**

So long as any Bond remains outstanding (as defined in the Trust Deed), the Issuer will not, and will procure that none of its Material Subsidiaries will, create or permit to subsist, any mortgage, charge, lien, pledge or other encumbrance or security interest (each a "**Security Interest**") other than a Permitted Security Interest, upon the whole or any part of its present or future business, undertaking, assets or revenues (including any uncalled capital) to secure any Relevant Indebtedness or to secure any guarantee or indemnity in respect of any Relevant Indebtedness,

unless in any such case, before or at the same time as the creation of the Security Interest, any and all action necessary shall have been taken to ensure that:

- (a) all amounts payable by the Issuer under the Bonds are secured equally and rateably with the Relevant Indebtedness or guarantee or indemnity, as the case may be; or
- (b) such other Security Interest or guarantee or other arrangement (whether or not including the giving of a Security Interest) is provided in respect of all amounts payable by the Issuer under the Bonds as either (i) the Trustee shall in its absolute discretion deem not materially less beneficial to the interests of the Bondholders or (ii) shall be approved by an Extraordinary Resolution of the Bondholders.

### 3. Definitions

In these Conditions, unless otherwise provided:

"**A Shares**" means fully paid class A shares in the capital of the Issuer with a par value (Sw. *Kvotvärde*) at the Closing Date of SEK 0.025 each. Each A Share confers on the holder ten votes at shareholder meetings (Sw. *bolagsstämma*) of the Issuer.

"**B Shares**" means fully paid class B shares in the capital of the Issuer with a par value (Sw. *Kvotvärde*) at the Closing Date of SEK 0.025 each. Each B Share confers on the holder one vote at shareholder meetings of the Issuer.

"**B Shareholders**" means the holders of B Shares.

"**Bondholder**" and "**holder**" mean the person in whose name a Bond is registered in the Register (as defined in Condition 4(a)).

"**business day**" means, in relation to any place, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for business in that place.

"**Cash Alternative Amount**" means, in respect of any exercise of Settlement Rights, an amount in cash in SEK (rounded to nearest whole multiple of SEK 0.01, with SEK 0.005 being rounded upwards) calculated by the Calculation Agent in accordance with the following formula and which shall be payable by the Issuer to a Bondholder in respect of the relevant Cash Settled B Shares:

$$CAA = \sum_{n=1}^N \frac{1}{N} \times CSS \times P_n$$

where:

CAA = the Cash Alternative Amount;

CSS = the Cash Settled B Shares;

$P_n$  = the Volume Weighted Average Price of a B Share on the nth dealing day of the Cash Alternative Calculation Period (translated if necessary into SEK at the Prevailing Rate on such dealing day); and

N = 20, being the number of dealing days in the Cash Alternative Calculation Period,

provided that:

- (a) if any Dividend or other entitlement in respect of the B Shares is announced, whether on or prior to or after the relevant Settlement Date in circumstances where the record date or other due date for the establishment of entitlement in respect of such Dividend or other entitlement shall be on or after the relevant Settlement Date and if on any dealing day in the Cash Alternative Calculation Period the Volume Weighted Average Price determined as provided above is based on a price ex-such Dividend or ex-such other entitlement, then such Volume Weighted Average Price shall be increased by an amount equal to the Fair Market Value of any such Dividend or other entitlement per B Share as at the Ex-Date in

respect of such Dividend or entitlement, determined on a gross basis and disregarding any withholding or deduction required to be made for or on account of tax, and disregarding any associated tax credit, all as determined by the Calculation Agent, provided that where such Fair Market Value as aforesaid cannot be determined in accordance with these Conditions before the second business day in Stockholm before the date on which payment of the Cash Alternative Amount is to be made, the relevant Volume Weighted Average Price as aforesaid shall be adjusted in such manner as determined to be appropriate by an Independent Adviser no later than such second business day in Stockholm before such payment date as aforesaid;

- (b) if any Additional Cash Alternative Amount is due in respect of any exercise of Settlement Rights, any Volume Weighted Average Price on any dealing day falling in the relevant Cash Alternative Calculation Period but before the relevant Deemed Ex-Date shall be (in the case of a Retroactive Adjustment pursuant to Condition 6(b)(iii) in respect of a cash Dividend) decreased by an amount equal to the Fair Market Value of the relevant cash Dividend as at the Ex-Date in respect thereof or (in any other case) multiplied by the adjustment factor (as determined pursuant to these Conditions) applied to the Conversion Price in respect of the relevant Retroactive Adjustment, all as determined by the Calculation Agent, provided that where such Fair Market Value or adjustment factor as aforesaid cannot be determined in accordance with these Conditions before the second business day in Stockholm before the date on which payment of the Cash Alternative Amount is to be made, the relevant Volume Weighted Average Price as aforesaid shall be adjusted in such manner as determined to be appropriate by an Independent Adviser no later than such second business day in Stockholm before such payment date as aforesaid; and
- (c) if any doubt shall arise as to the calculation of the Cash Alternative Amount or if such amount cannot be determined as provided above, the Cash Alternative Amount shall be equal to such amount as is determined in such other manner as an Independent Adviser shall consider to be appropriate to give the intended result.

**"Cash Alternative Calculation Period"** means, in respect of the exercise of a Settlement Right by a holder, a period of 20 consecutive dealing days commencing on the second dealing day following the relevant Settlement Date.

**"Cash Settled B Shares"** means, in respect of any exercise of Settlement Rights by a Bondholder, the number of B Shares (rounded down, if necessary, to the nearest whole number) determined by the Calculation Agent by dividing the aggregate principal amount of the Bonds in respect of which Settlement Rights shall have been exercised by the relevant Bondholder by the Conversion Price in effect on the relevant Settlement Date except that where the Settlement Date falls on or after the date an adjustment to the Conversion Price takes effect pursuant to Conditions 6(b)(i), 6(b)(ii), 6(b)(iii), 6(b)(iv), 6(b)(v) or 6(b)(ix) but on or prior to the record date or other due date for establishment of entitlement in respect of the relevant event giving rise to such adjustment, then the Conversion Price in respect of such exercise shall be such Conversion Price as would have been applicable to such exercise had no such adjustment been made.

A **"Change of Control"** means the occurrence of an event or series of events whereby one or more persons, acting in concert, acquire control over the Issuer (other than a Newco as a result of a Newco Scheme) and where **"control"** means (a) acquiring or controlling, directly or indirectly, more than 50% of the total voting rights represented by the shares of the Issuer (being votes which are capable of being cast at meetings of shareholders), or (b) acquiring or possessing, directly or indirectly, (other than holding or controlling, directly or indirectly, shares in relation to which the associated voting rights do not themselves confer "control" within the meaning of paragraph (a) of this definition) an enforceable right to appoint or remove at least a majority of the members of the board of directors of the Issuer, provided that voting rights attributable to shares of the Issuer held by any Permitted Holder acting in concert with or together with any other person or persons shall be disregarded in calculating whether such person or persons acting in concert or together have acquired control of the Issuer.

**"Closing Date"** means 19 March 2021.

**"Closing Price"** means, in respect of a B Share or any Security, Spin-Off Security, option, warrant or other right or asset on any dealing day in respect thereof, the closing price on the Relevant Stock Exchange on such dealing day of a B Share or, as the case may be, such Security, Spin-Off Security, option, warrant or other right or asset published by or derived from Bloomberg page HP (or any successor ticker page) (setting Last Price, or any other successor setting and using values not adjusted for any event occurring after such dealing day; and for the avoidance of doubt, all values will be determined with all adjustment settings on the DPDF Page, or any successor or similar setting, switched off) in respect of such B Share, Security, Spin-Off Security, option, warrant or other right or asset (all as determined by the Calculation Agent) (and for the avoidance of doubt such Bloomberg page for the B Shares as at the Closing Date is CLNKB SS Equity HP), if available or, in any other case, such other source (if any) as shall be determined to be appropriate by an Independent Adviser on such dealing day, provided that:

- (a) if on any such dealing day (for the purpose of this definition, the **"Original Date"**) such price is not available or cannot otherwise be determined as provided above, the Closing Price of a B Share, Security, Spin-Off Security option, warrant, or other right or asset, as the case may be, in respect of such dealing day shall be the Closing Price, determined by the Calculation Agent as provided above, on the immediately preceding such dealing day in respect thereof on which the same can be so determined, provided however that if such immediately preceding dealing day falls prior to the fifth day before the Original Date, the Closing Price in respect of such dealing day shall be considered to be not capable of being determined pursuant to this proviso (a); and
- (b) if the Closing Price cannot be determined as aforesaid, the Closing Price of a B Share, Security, Spin-Off Security option, warrant, or other right or asset, as the case may be, shall be determined as at the Original Date by an Independent Adviser in such manner as it shall determine to be appropriate,

and the Closing Price determined as aforesaid on or as at any dealing day shall, if not in the Relevant Currency, be translated into the Relevant Currency at the Prevailing Rate on such dealing day.

**"Conversion Date"** has the meaning provided in Condition 6(h).

**"Conversion Notice"** has the meaning provided in Condition 6(h).

**"Conversion Notice Date"** has the meaning provided in Condition 6(h).

**"Conversion Period"** has the meaning provided in Condition 6(a).

**"Conversion Price"** has the meaning provided in Condition 6(a).

**"Conversion Right"** has the meaning provided in Condition 6(a).

**"Conversion Right Transfer"** has the meaning provided in Condition 6(m).

**"Current Market Price"** means, in respect of a B Share at a particular date, the arithmetic average of the daily Volume Weighted Average Price of a B Share on each of the five consecutive dealing days ending on the dealing day immediately preceding such date, as determined by the Calculation Agent, provided that:

- (a) for the purposes of determining the Current Market Price pursuant to Condition 6(b)(iv) or 6(b)(vi) in circumstances where the relevant event relates to an issue of B Shares, if at any time during the said five dealing-day period (which may be on each of such five dealing days) the Volume Weighted Average Price shall have been based on a price ex-Dividend (or ex- any other entitlement) and/or during some other part of that period (which may be on each of such five dealing days) the Volume Weighted Average Price shall have been based on a price cum-Dividend (or cum- any other entitlement), in any such case which has been declared or announced, then:
  - (i) if the B Shares to be so issued do not rank for the Dividend (or entitlement) in question, the Volume Weighted Average Price on the dates on which the B Shares

shall have been based on a price cum-Dividend (or cum- any other entitlement) shall for the purpose of this definition be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of any such Dividend or entitlement per B Share as at the Ex-Date in respect of such Dividend or entitlement (or, where on each of the said five dealing days the Volume Weighted Average Price shall have been based on a price cum- Dividend (or cum-any other entitlement), as at the date of first public announcement of such Dividend or entitlement), in any such case, determined by the Calculation Agent on a gross basis and disregarding any withholding or deduction required to be made for or on account of tax, and disregarding any associated tax credit; or

- (ii) if the B Shares to be so issued do rank for the Dividend or entitlement in question, the Volume Weighted Average Price on the dates on which the B Shares shall have been based on a price ex-Dividend (or ex- any other entitlement) shall for the purpose of this definition be deemed to be the amount thereof increased by an amount equal to the Fair Market Value of any such Dividend or entitlement per B Share as at the Ex-Date in respect of such Dividend or entitlement, in any such case, determined by the Calculation Agent on a gross basis and disregarding any withholding or deduction required to be made for or on account of tax, and disregarding any associated tax credit;
- (b) for the purposes of any calculation or determination required to be made pursuant to paragraphs (a)(i) or (a)(ii) of the definition of "Dividend", if on any of the said five dealing days the Volume Weighted Average Price shall have been based on a price cum the relevant Dividend or cum the relevant capitalisation giving rise to the requirement to make such calculation or determination, the Volume Weighted Average Price on any such dealing day shall for the purposes of this definition be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of the relevant cash Dividend as at the Ex-Date in respect of such Dividend, as determined by the Calculation Agent on a gross basis and disregarding any withholding or deduction required to be made for or on account of tax, and disregarding any associated tax credit; and
- (c) for any other purpose, if any day during the said five-dealing-day period was the Ex-Date in relation to any Dividend (or any other entitlement) the Volume Weighted Average Prices that shall have been based on a price cum- such Dividend (or cum- such entitlement) shall for the purpose of this definition be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of any such Dividend or entitlement per B Share as at the Ex-Date in respect of such Dividend or entitlement.

**"dealing day"** means a day on which the Relevant Stock Exchange is open for business and on which B Shares, Securities, Spin-Off Securities options, warrants or other rights or assets (as the case may be) may be dealt in (other than a day on which the Relevant Stock Exchange is scheduled to or does close prior to its regular weekday closing time), provided that, unless otherwise specified, references to "dealing day" shall be a dealing day in respect of the B Shares.

**"Deemed Ex-Date"** means, in respect of any Retroactive Adjustment, (i) in the case of a Retroactive Adjustment pursuant to Conditions 6(b)(i), 6(b)(ii), 6(b)(iii), 6(b)(iv), 6(b)(v) or 6(b)(ix), the relevant Ex-Date and (ii) in the case of any other Retroactive Adjustment, the Deemed Record Date in respect of the relevant event giving rise to such Retroactive Adjustment.

**"Dividend"** means any dividend or distribution to B Shareholders (including a Spin-Off) whether of cash, assets or other property, and however described and whether payable out of a share premium account, profits, retained earnings or any other capital or revenue reserve or account, and including a distribution or payment to B Shareholders upon or in connection with a reduction of capital (and for these purposes a distribution of assets includes without limitation an issue of B Shares or other Securities credited as fully or partly paid up by way of capitalisation of profits or reserves), provided that:

- (a) where:

- (i) a Dividend in cash is announced which may at the election of a B Shareholder or B Shareholders be satisfied by the issue or delivery of B Shares or other property or assets, or where an issue of B Shares or other property or assets to B Shareholders by way of a capitalisation of profits or reserves (including any share premium account or capital redemption reserve) is announced which may at the election of a B Shareholder or B Shareholders be satisfied by the payment of cash, then the Dividend or capitalisation in question shall be treated as a cash Dividend of an amount equal to the greater of (i) the Fair Market Value of such cash amount and (ii) the Current Market Price of such B Shares or, as the case may be, the Fair Market Value of such other property or assets, in any such case as at the Ex-Date in respect of the relevant Dividend or capitalisation (or, if later, the Dividend Determination Date), save that where a Dividend in cash is announced which may at the election of a B Shareholder or B Shareholders be satisfied by the issue or delivery of B Shares or an issue of B Shares to B Shareholders by way of capitalisation of profits or reserves is announced which may at the election of a B Shareholder or B Shareholders be satisfied by the payment of cash where the number of B Shares which may be issued or delivered is to be determined at a date or during a period following the last day on which such election can be made as aforesaid and is to be determined by reference to a publicly available formula based on the closing price or volume weighted average price or any like or similar pricing benchmark of the B Shares, without factoring in any discount or premium to such price or benchmark, then such Dividend shall be treated as a cash Dividend in an amount equal to the Fair Market Value of such cash amount on such date as such cash amount is determined as aforesaid; or
  - (ii) there shall (other than in circumstances subject to proviso (i) above) (x) be any issue of B Shares or other property or assets to B Shareholders by way of capitalisation of profits or reserves (including any share premium account or capital redemption reserve) where such issue or delivery is or is expressed to be in lieu of a Dividend in cash (whether or not a cash Dividend equivalent amount is announced) or a cash Dividend is announced that is to be satisfied by the issue or delivery of B Shares or other property or assets, or (y) any issue or delivery of B Shares or other property or assets by way of capitalisation of profits or reserves (including any share premium account or capital redemption reserve) that is to be satisfied by the payment of cash, then, in the case of (x) the capitalisation or Dividend in question shall be treated as a cash Dividend of an amount equal to the Current Market Price of such B Shares or, as the case may be, the Fair Market Value of such other property or assets as at the Ex-Date in respect of the relevant capitalisation (or, if later, the Dividend Determination Date), and, in the case of (y), the capitalisation in question shall be treated as a cash Dividend of an amount equal to the Fair Market Value of such cash amount as at the Ex-Date in respect of the relevant capitalisation (or, if later, the Dividend Determination Date), save that where an issue of B Shares by way of capitalisation of profits or reserves is announced where such issue is or is expected to be in lieu of a Dividend in cash (in circumstances where the cash amount thereof is announced) or an issue of B Shares by way of capitalisation of profits or reserves is announced that is to be satisfied by the payment of cash where the number of B Shares to be issued or delivered or the amount of such payment of cash is to be determined at a date or during a period following such announcement and is to be determined by reference to a publicly available formula based on the closing price or volume weighted average price or any like or similar pricing benchmark of the B Shares, without factoring in any discount or premium to such price or benchmark, then such capitalisation shall be treated as a cash Dividend in an amount equal to the Fair Market Value of such cash amount on such date as such cash amount is announced or determined as aforesaid;
- (b) any issue of B Shares falling within Condition 6(b)(i) or 6(b)(ii) shall be disregarded;
  - (c) (A) a purchase or redemption or buy back of share capital of the Issuer by or on behalf of the Issuer or any of its Subsidiaries pursuant to any general authority for such purchases, redemptions or buy backs approved by a meeting of shareholders and in accordance with



the price limits specified in Article 3 of Commission Delegated Regulation (EU) 2016/1052 (or any successor regulation providing a safe harbour for share buybacks by an issuer under applicable market abuse rules) shall not constitute a Dividend and (B) any other purchase or redemption or buy back of share capital of the Issuer by or on behalf of the Issuer or any of its Subsidiaries shall not constitute a Dividend unless, in the case of a purchase or redemption or buy back of B Shares by or on behalf of the Issuer or any of its Subsidiaries, the weighted average price per B Share (before expenses) on any day (a "**Specified Share Day**") in respect of such purchases or redemptions or buy backs (translated, if not in the Relevant Currency, into the Relevant Currency at the Prevailing Rate on such day) exceeds by more than 5 per cent. the Current Market Price of a B Share:

- (i) on the Specified Share Day; or
- (ii) where an announcement (excluding, for the avoidance of doubt for these purposes, any general authority for such purchases, redemptions or buy backs approved by a meeting of shareholders or any notice convening such a meeting of shareholders) has been made of the intention to purchase, redeem or buy back B Shares at some future date at a specified price or where a tender offer is made, on the date of such announcement or, as the case may be, on the date of first public announcement of such tender offer (and regardless of whether or not a price per B Share, a minimum price per B Share or a price range or a formula for the determination thereof is or is not announced at such time),

in which case such purchase, redemption or buy back shall be deemed to constitute a Dividend in the Relevant Currency in an amount equal to the amount by which the aggregate price paid (before expenses) in respect of such B Shares purchased, redeemed or bought back by or on behalf of the Issuer or, as the case may be, any of its Subsidiaries (translated where appropriate into the Relevant Currency as provided above) exceeds the product of (i) 105 per cent. of such Current Market Price and (ii) the number of B Shares so purchased, redeemed or bought back;

- (d) if the Issuer or any of its Subsidiaries (or any person on its or their behalf) shall purchase, redeem or buy back any depositary or other receipts or certificates representing B Shares, the provisions of paragraph (c) above shall be applied in respect thereof in such manner and with such modifications (if any) as shall be determined by an Independent Adviser;
- (e) where a dividend or distribution is paid or made to B Shareholders pursuant to any plan or arrangement implemented by the Issuer for the purpose of enabling B Shareholders to elect, or which may require B Shareholders, to receive dividends or distributions in respect of the B Shares held by them from a person other than (or in addition to) the Issuer, such dividend or distribution shall for the purposes of these Conditions be treated as a dividend or distribution made or paid to B Shareholders by the Issuer, and the foregoing provisions of this definition and the provisions of these Conditions shall be construed accordingly;
- (f) where a Dividend in cash is declared which provides for payment by the Issuer to B Shareholders in the Relevant Currency or an amount in cash is or may be paid in the Relevant Currency, whether at the option of B Shareholders or otherwise, it shall be treated as a cash Dividend in the amount of such Relevant Currency or, as the case may be, an amount in such Relevant Currency, and in any other case it shall be treated as a cash Dividend or, as the case may be, an amount in cash in the currency in which it is payable by the Issuer; and
- (g) a dividend or distribution that is a Spin-Off shall be deemed to be a Dividend paid or made by the Issuer,

and any such determination shall be made by the Calculation Agent or, where specifically provided, an Independent Adviser and, in either such case, on a gross basis and disregarding any withholding or deduction required to be made for or on account of tax, and disregarding any associated tax credit.

**"Dividend Determination Date"** means, for the purposes of the definition of "Dividend", the date on which the number of B Shares or, as the case may be, amount of other property or assets, which may be issued or delivered is, or is capable of being, determined, and where determined by reference to prices or values or the like on or during a particular day or during a particular period, the Dividend Determination Date shall be deemed to be such day or the last day of such period, as the case may be;

**"equity share capital"** means (other than for the purposes of Condition 6(b)(iii)), in relation to any entity, its issued share capital excluding any part of that capital which, neither as respects dividends nor as respects capital, carries any right to participate beyond a specific amount in a distribution.

**"Euroclear"** means the Swedish Central Securities Depository and Clearing System (Euroclear Sweden AB).

**"Event of Default"** has the meaning provided in Condition 10.

**"Ex-Date"** means, in relation to any Dividend (including without limitation any Spin-Off), capitalisation, redesignation, reclassification, sub-division, consolidation, issue, grant, offer or other entitlement, unless otherwise defined herein, the first dealing day for the B Shares on which the B Shares are traded ex- the relevant Dividend, capitalisation, redesignation, reclassification, sub-division, consolidation, issue, grant, offer or other entitlement on the Relevant Stock Exchange (or, in the case of a Dividend which is a purchase, redemption or buy back of B Shares (or, as the case may be, any depository or other receipts or certificates representing B Shares) pursuant to paragraph (c) (or, as the case may be, paragraph (d)) of the definition of "Dividend", the date on which such purchase, redemption or buy back is made).

**"Extraordinary Resolution"** has the meaning provided in the Trust Deed.

**"Fair Bond Value"** has the meaning provided in Condition 7(c).

**"Fair Bond Value Determination Period"** has the meaning provided in Condition 7(c).

**"Fair Market Value"** means, on any date (the **"FMV Date"**):

- (a) in the case of a cash Dividend, the amount of such cash Dividend, as determined by the Calculation Agent;
- (b) in the case of any other cash amount, the amount of such cash, as determined by the Calculation Agent;
- (c) in the case of Securities (including B Shares), Spin-Off Securities, options, warrants or other rights or assets that are publicly traded on a Relevant Stock Exchange of adequate liquidity (as determined by the Calculation Agent or an Independent Adviser), the arithmetic mean of:
  - (i) in the case of B Shares or (to the extent constituting equity share capital) other Securities or Spin-Off Securities, for which a daily Volume Weighted Average Price (disregarding for this purpose proviso (b) to the definition thereof) can be determined, such daily Volume Weighted Average Price of the B Shares or such other Securities or Spin-Off Securities; and
  - (ii) in any other case, the Closing Price of such Securities, Spin-Off Securities, options, warrants or other rights or assets,

in the case of both (a) and (b) during the period of five dealing days on the Relevant Stock Exchange for such Securities, Spin-Off Securities, options, warrants or other rights or assets commencing on such FMV Date (or, if later, the date (the **"Adjusted FMV Date"**) which falls on the first such dealing day on which such Securities, Spin-Off Securities, options, warrants or other rights or assets are publicly traded, provided that where such Adjusted FMV Date falls after the fifth day following the FMV Date, the Fair Market Value of such Securities, Spin-Off Securities, options, warrants or other rights or assets shall instead be determined pursuant to paragraph (d) below, and no such Adjusted FMV

Date shall be deemed to apply) or such shorter period as such Securities, Spin-Off Securities, options, warrants or other rights or assets are publicly traded, all as determined by the Calculation Agent,

- (d) in the case of Securities, Spin-Off Securities, options, warrants or other rights or assets that are not publicly traded on a Relevant Stock Exchange of adequate liquidity (as aforesaid) or where otherwise provided in paragraph (c) above to be determined pursuant to this paragraph (d), an amount equal to the fair market value of such Securities, Spin-Off Securities, options, warrants or other rights or assets as determined by an Independent Adviser, on the basis of a commonly accepted market valuation method and taking account of such factors as it considers appropriate, including the market price per B Share, the dividend yield of a B Share, the volatility of such market price, prevailing interest rates and the terms of such Securities, Spin-Off Securities, options, warrants or other rights or assets, and including as to the expiry date and exercise price or the like (if any) thereof.

Such amounts shall (if not expressed in the Relevant Currency on the FMV Date (or, as the case may be, the Adjusted FMV Date)) be translated into the Relevant Currency at the Prevailing Rate on the FMV Date (or, as the case may be, the Adjusted FMV Date), all as determined by the Calculation Agent.

In addition, in the case of (a) and (b) above, the Fair Market Value shall be determined on a gross basis and disregarding any withholding or deduction required to be made for or on account of tax, and disregarding any associated tax credit.

"**First Call Date**" has the meaning provided in Condition 7(b)(i).

"**Free Float**" has the meaning given to it in the Rule Book of Issuers of Nasdaq Stockholm or, if the B Shares are no longer listed on Nasdaq Stockholm, all issued and outstanding B Shares less the aggregate of those B Shares held directly or indirectly by any Permitted Holder or by any other person or persons acting in concert (or persons who have entered into shareholders' agreements or lock-up agreements concerning the B Shares with a duration of more than six months) holding 5 per cent. or more of the issued and outstanding B Shares.

A "**Free Float Event**" shall be deemed to have occurred each time the Free Float of the Issuer falls below 25 per cent. of the issued and outstanding B Shares (the "**Required Free Float Threshold**") and does not revert to, and remain, at least at the Required Free Float Threshold within 10 dealing days of the first date on which it falls below such Required Free Float Threshold.

"**Further Bonds**" means any further Bonds issued pursuant to Condition 18 and consolidated and forming a single series with the then outstanding Bonds.

"**General Meeting**" has the meaning provided in Condition 11.

"**Group**" means the Issuer and its Subsidiaries for the time being.

"**Independent Adviser**" means an independent adviser with appropriate expertise, which may be the Calculation Agent (acting in such Independent Adviser capacity as may be agreed between the Issuer and the Calculation Agent), appointed by the Issuer at its own expense and (other than where the initial Calculation Agent is appointed) approved in writing by the Trustee or, if the Issuer fails or is unable to make such appointment and such failure or inability continues for a period of 30 days and the Trustee is indemnified and/or secured and/or prefunded to its satisfaction against the liabilities, costs, fees and expenses of such adviser and otherwise in connection with such appointment, as may be appointed by the Trustee (without liability for so doing) following notification to the Issuer, which appointment shall be deemed to be made by the Issuer.

"**Interest Payment Date**" has the meaning provided in Condition 5(a).

"**Interest Period**" has the meaning provided in Condition 5(a).

"**Long Stop Date**" means 31 May 2021.

**"Market Price"** means the Volume Weighted Average Price of a B Share on the relevant Reference Date (translated if necessary into SEK at the Prevailing Rate on the Reference Date), provided that if any Dividend or other entitlement in respect of the B Shares is announced, whether on or prior to or after the relevant Settlement Date, in circumstances where the record date or other due date for the establishment of entitlement in respect of such Dividend or other entitlement shall be on or after the Settlement Date and if, on the relevant Reference Date, the Volume Weighted Average Price of a B Share is based on a price ex-Dividend or ex- any other entitlement, then such Volume Weighted Average Price shall be increased by an amount equal to the Fair Market Value (translated if necessary into SEK at the Prevailing Rate on the Reference Date) of such Dividend or entitlement per B Share as at the Ex-Date of such Dividend or entitlement, as determined by the Calculation Agent on a gross basis and disregarding any withholding or deduction required to be made for or on account of tax, and disregarding any associated tax credit) and provided that, for the avoidance of doubt, there shall be no double-counting converting in respect of any Dividend or entitlement.

**"Material Subsidiary"** means at any relevant time, a Subsidiary of the Issuer:

- (a) which has total assets or net sales (excluding intra-group items) representing 10% or more of the total assets or net sales of the Group, calculated on a consolidated basis by reference to the then latest audited accounts (or consolidated accounts as the case may be) of such Subsidiary and the then latest audited consolidated accounts of the Issuer. However, if a Subsidiary has been acquired since the date as at which the latest audited consolidated financial statements of the Group were prepared, the financial statements shall be deemed to be adjusted in order to take into account the acquisition of that Subsidiary; or
- (b) to which is transferred all or substantially all the assets and undertaking of a Subsidiary of the Issuer which immediately prior to such transfer is a Material Subsidiary, whereupon the transferor Subsidiary shall immediately cease to be a Material Subsidiary and the transferee Subsidiary shall immediately become a Material Subsidiary and provided that the transferee Subsidiary shall immediately cease to be a Material Subsidiary pursuant to this subparagraph (b) upon publication of its next audited financial statements pursuant to subparagraph (a) above but so that such transferor Subsidiary or such transferee Subsidiary may be a Material Subsidiary on or at any time after the date on which such consolidated financial statements have been published by virtue of the provision of subparagraph (a) above, or prior to or after such date, by virtue of any other applicable provision of this definition,

and provided that a certificate signed by an Authorised Signatory (as defined in the Trust Deed) of the Issuer that, in its opinion, a Subsidiary is or is not or was or was not at any particular time a Material Subsidiary shall, in the absence of manifest error, be conclusive and binding on all parties and the Trustee shall be entitled to rely on such certificate, without liability to any person.

**"Maturity Date"** means 19 March 2026.

**"Newco Scheme"** means (A) a Scheme of Arrangement which effects the interposition of a limited liability company ("**Newco**") between the shareholders of the Issuer immediately prior to completion of the Scheme of Arrangement (the "**Existing Shareholders**") and the Issuer, provided that (i) only ordinary shares or classes of ordinary share or units or equivalent of Newco or depositary or other receipts or certificates representing ordinary shares or classes of ordinary share units or equivalent of Newco are issued to Existing Shareholders (except for a nominal holding by initial subscribers); (ii) immediately upon completion of the Scheme of Arrangement, the only shareholders of Newco or, as the case may be, the only holders of depositary or other receipts or certificates representing ordinary shares or classes of ordinary share or units or equivalent of Newco are Existing Shareholders holding in substantially the same proportions as immediately prior to completion of the Scheme of Arrangement; (iii) immediately after completion of the Scheme of Arrangement, Newco is (or one or more wholly-owned Subsidiaries of Newco are) the only shareholder (or shareholders) of the Issuer; (iv) all Subsidiaries of the Issuer immediately prior to the Scheme of Arrangement (other than Newco, if Newco is then a Subsidiary of the Issuer) are Subsidiaries of the Issuer (or of Newco) immediately after completion of the Scheme of Arrangement; and (v) immediately after completion of the Scheme of Arrangement the Issuer (or Newco) holds, directly or indirectly, the same percentage of the ordinary share capital and/or equity share capital of those Subsidiaries as was held by the Issuer immediately prior to the Scheme of

Arrangement; or (B) a public offer in respect of the B Shares and the Bonds for the purposes of effecting the interposition of Newco between the shareholders of the Issuer and the Issuer ("**Newco Offer**") provided that (i) pursuant to the Newco Offer an offer is made to the Bondholders to exchange their Bonds for bonds issued by Newco and convertible into a class of ordinary shares of Newco and otherwise in all material respects on the same terms and conditions as the Bonds; (ii) the Newco Offer is not declared unconditional unless Newco has become the owner of more than 90 per cent. of all shares issued by the Issuer (on a fully diluted basis); (iii) immediately after completion of the Newco Offer the only shareholders of Newco or, as the case may be, the only holders of depositary or other receipts or certificates representing ordinary shares or classes of ordinary shares of Newco are Existing Shareholders; (iv) all Subsidiaries of the Issuer immediately prior to the announcement of the Newco Offer are Subsidiaries of the Issuer immediately after completion of the Newco Offer; and (v) immediately after completion of the Newco Offer the Issuer holds, directly or indirectly, the same percentage of the ordinary share capital and/or equity share capital of those Subsidiaries as was held by the Issuer immediately prior to the announcement of the Newco Offer.

"**Newco Scheme Modification**" has the meaning provided in Condition 14(a).

"**Offer Period**" has the meaning provided in Condition 7(e).

"**Optional Redemption Date**" has the meaning provided in Condition 7(b).

"**Optional Redemption Notice**" has the meaning provided in Condition 7(b).

"**Original General Meeting**" means the General Meeting to be held on 26 April 2021 and as further described in Condition 11.

"**Parity Value**" means, in respect of any dealing day, the amount determined by the Calculation Agent and calculated as follows:

$$PV = N \times VWAP$$

where

$$PV = \text{the Parity Value;}$$

$$N = \text{SEK 2,000,000 divided by the Conversion Price in effect on such dealing day, (which shall be the Relevant Event Conversion Price if such Relevant Event Conversion Price would apply in respect of any exercise of Conversion Rights in respect of which the Conversion Date would fall on such dealing day,) provided that if (A) such dealing day falls on or after (i) the Ex-Date in relation to any entitlement in respect of which an adjustment is required to be made to the Conversion Price pursuant to Conditions 6(b)(i), 6(b)(ii), 6(b)(iii), 6(b)(iv), 6(b)(v) or 6(b)(ix) or (ii) the relevant date of first public announcement (as applicable pursuant to Conditions 6(b)(vi), 6(b)(vii) or 6(b)(viii)) in respect of which an adjustment is required to be made to the Conversion Price pursuant to Conditions 6(b)(vi), 6(b)(vii) or 6(b)(viii), and (B) such adjustment is not yet in effect on such dealing day, the Conversion Price in effect on such dealing day shall for the purpose of this definition only be multiplied by the adjustment factor subsequently determined by the Calculation Agent to be applicable in respect of the relevant Conversion Price adjustment;}$$

$$VWAP = \text{the Volume Weighted Average Price of a B Share (translated if necessary into SEK at the Prevailing Rate) on such dealing day.}$$

"**Permitted Merger**" has the meaning provided in Condition 6(m).

"**Permitted Holders**" means any of Erik Gatenholm, Hector Martinez Avila, Gusten Danielsson, Artur Aira, Carsten Browall, Ingela Hallberg, Bengt Sjöholm, Christian Wildmoser, Helena Skåntorp and Aristotelis Nastos.

"**Permitted Security Interest**" means any Security Interest:

- (a) approved by the Trustee or Extraordinary Resolution;
- (b) over or affecting any asset acquired by the Issuer or any Material Subsidiary after the Closing Date if (i) the Security Interest was not created in contemplation of the acquisition of that asset by the Issuer or such Material Subsidiary and (ii) the principal amount secured (other than as a result of capitalisation of interest and accrual of any default interest) has not been increased in contemplation of or since the date of the acquisition of that asset by the Issuer or such Material Subsidiary, together, in each case, with any replacement, renewal or extension in duration of that Security Interest from time to time, provided that upon any such replacement, renewal or extension in duration (i) the principal amount secured thereby (other than as a result of capitalisation of interest and accrual of any default interest) is not increased and (ii) such Security Interest does not extend to any additional assets of the Issuer or any of its Material Subsidiaries;
- (c) over or affecting any asset of any person which becomes a Material Subsidiary after the Closing Date if (i) the Security Interest was not created in contemplation of the acquisition of that person and (ii) the principal amount secured (other than as a result of capitalisation of interest and accrual of any default interest) has not increased in contemplation of or since the date of the acquisition of that person, together, in each case, with any replacement, renewal or extension in duration of that Security Interest from time to time, provided that upon any such replacement, renewal or extension in duration (i) the principal amount secured thereby (other than as a result of capitalisation of interest and accrual of any default interest) is not increased and (ii) such Security Interest does not extend to any additional assets of the Issuer or any of its Material Subsidiaries; or
- (d) created in respect of Relevant Indebtedness of an entity that has merged with or has been acquired (whether in whole or in part) by the Issuer or any of its Subsidiaries, provided that such Security Interest:
  - (i) was in existence at the time of such merger or acquisition;
  - (ii) was not created for the purpose of providing security in respect of the financing of such merger or acquisition; and
  - (iii) is not increased in amount or otherwise extended following such merger or acquisition.

a "**person**" includes any individual, company, corporation, firm, partnership, joint venture, trust, undertaking, association, organisation, or state or agency of a state or any political subdivisions thereof (in each case whether or not being a separate legal entity).

"**Physical Settlement Date**" means the date specified as such in any Physical Settlement Notice and which shall be not more than 5 business days in Stockholm after the date on which the Physical Settlement Notice is given.

"**Physical Settlement Notice**" has the meaning provided in Condition 6(a).

"**Potential Event of Default**" means an event or circumstance which would, with the giving of notice, lapse of time, issue of a certificate and/or fulfilment of any other requirement provided for in Condition 10, become an Event of Default.

"**Prevailing Rate**" means, in respect of any pair of currencies on any day, the spot mid-rate of exchange between the relevant currencies prevailing as at 12 noon (Stockholm time) on that date (for the purpose of this definition, the "**Original Date**") as appearing on or derived from Bloomberg page BFIX (or any successor page) in respect of such pair of currencies, or, if such a rate cannot be so determined, the rate prevailing as at 12 noon (Stockholm time) on the immediately preceding day on which such rate can be so determined, provided that if such immediately preceding day falls earlier than the fifth day prior to the Original Date or if such rate cannot be so determined (all as determined by the Calculation Agent), the Prevailing Rate in respect of the Original Date shall be the rate determined in such other manner as an Independent Adviser shall consider appropriate.

**"Put Date"** has the meaning provided in Condition 7(f)

**"Put Exercise Notice"** has the meaning provided in Condition 7(f).

**"Record Date"** has the meaning provided in Condition 8(c).

**"Reference B Shares"** means, in respect of the exercise of Conversion Rights by a Bondholder, the number of B Shares (rounded down, if necessary, to the nearest whole number) determined by the Calculation Agent by dividing the aggregate principal amount of the Bonds in respect of which the Conversion Right shall have been exercised by the relevant Bondholder by the Conversion Price in effect on the relevant Conversion Date, except that where the Conversion Date falls on or after the date an adjustment to the Conversion Price takes effect pursuant to Conditions 6(b)(i), 6(b)(ii), 6(b)(iii), 6(b)(iv), 6(b)(v) or 6(b)(ix) in circumstances where the Registration Date falls on or prior to the record date or other due date for establishment of entitlement in respect of the relevant event giving rise to such adjustment, then the Conversion Price in respect of such exercise shall be such Conversion Price as would have been applicable to such exercise had no such adjustment been made.

**"Reference Date"** means, in relation to a Retroactive Adjustment, the date as of which the relevant Retroactive Adjustment takes effect or, in any such case, if that is not a dealing day, the next following dealing day.

**"Register"** has the meaning provided in Condition 4(a).

**"Relevant Currency"** means, Swedish krona or, if at the relevant time or for the purposes of the relevant calculation or determination, Nasdaq Stockholm is not the Relevant Stock Exchange, the currency in which the B Shares are quoted or dealt in on the Relevant Stock Exchange at such time.

**"Relevant Date"** means, in respect of any Bond, whichever is the later of:

- (a) the date on which payment in respect of it first becomes due; and
- (b) if any amount payable is improperly withheld or refused, the earlier of (a) the date on which payment in full of the amount outstanding is made and (b) the date falling seven days after the date on which the Trustee or the Principal Paying, Transfer and Conversion Agent has given notice to Bondholders of receipt of all sums due in respect to all the Bonds up to that seventh day (except to the extent that there is failure in the subsequent payment to the relevant holders) as provided in these Conditions.

**"Relevant Event"** has the meaning provided in Condition 6(b)(x).

**"Relevant Event Conversion Price"** has the meaning provided in Condition 6(b)(x).

**"Relevant Event Notice"** has the meaning provided in Condition 6(b)(x).

**"Relevant Event Period"** means the period commencing on the occurrence of a Relevant Event and ending 60 days following the Relevant Event or, if later, 60 days following the date on which a Relevant Event Notice is given to Bondholders as required by Condition 6(b)(x).

**"Relevant Indebtedness"** means any present or future indebtedness (whether being principal, interest or other amounts), in the form of or evidenced or represented by notes, bonds, debentures, loan stock or other similar debt instruments, which are, or are customarily quoted, listed or ordinarily dealt in or traded on any regulated or unregulated stock exchange, over-the-counter or other securities market.

**"Relevant Jurisdiction"** means, in the case of the Issuer (but not, for the avoidance of doubt, in the case of a Successor in Business), the Kingdom of Sweden or, in the case of an obligor substituted for the Issuer as a result of (i) a Permitted Merger pursuant to Condition 6 (m), (ii) a Newco Scheme pursuant to Condition 11(c)(vii), or (iii) otherwise in connection with a substitution in accordance with Condition 14(c), any jurisdiction in which the relevant obligor is domiciled or resident.

**"Relevant Stock Exchange"** means:

- (a) in respect of the B Shares, Nasdaq Stockholm or, if at the relevant time the B Shares are not at that time listed and admitted to trading on Nasdaq Stockholm, the principal stock exchange or securities market on which the B Shares are then listed, admitted to trading or quoted or dealt in, and
- (b) in respect of any Securities (other than B Shares), Spin-Off Securities, options, warrants or other rights or assets, the principal stock exchange or securities market on which such Securities, Spin-Off Securities, options, warrants or other rights or assets are then listed, admitted to trading or quoted or dealt in,

where **"principal stock exchange or securities market"** shall mean the stock exchange or securities market on which such B Shares, Securities, Spin-Off Securities, options, warrants or other rights or assets are listed, admitted to trading or quoted or dealt in, provided that if such B Shares, Securities, Spin-Off Securities, options, warrants or other rights or assets are listed, admitted to trading or quoted or dealt in (as the case may be) on more than one stock exchange or securities market at the relevant time, then **"principal stock exchange or securities market"** shall mean that stock exchange or securities market on which such B Shares, Securities, Spin-Off Securities, options, warrants or other rights or assets are then traded as determined by the Calculation Agent (if the Calculation Agent determines that it is able to make such determination) or (in any other case) by an Independent Adviser by reference to the stock exchange or securities market with the highest average daily trading volume in respect of such B Shares, Securities, Spin-Off Securities, options, warrants or other rights or assets.

A **"Retroactive Adjustment"** shall occur in relation to any exercise of Settlement Rights if the Settlement Date in respect thereof shall be (A) after the Deemed Record Date in respect of any consolidation, reclassification, redesignation or sub-division, issue, distribution, grant or offer or modification (as referred to in the definition of "Deemed Record Date") giving rise to an adjustment of the Conversion Price pursuant to Condition 6(b)(i) to 6(b)(ix) and (B) before the date on which the relevant adjustment to the Conversion Price becomes effective under Condition 6(b).

**"Rules"** means the legislation, rules and regulations applicable to and/or issued by Euroclear that are in force and effect from time to time.

**"Scheme of Arrangement"** means a scheme of arrangement, share for share exchange or analogous procedure.

**"Securities"** means any securities including, without limitation, B Shares and any other shares in the capital of the Issuer, and options, warrants or other rights to subscribe for or purchase or acquire B Shares or any other shares in the capital of the Issuer.

**"Settlement Date"** has the meaning provided in Condition 6(h).

**"Settlement Notice"** has the meaning provided in Condition 6(h).

**"Settlement Notice Date"** has the meaning provided in Condition 6(h).

**"Settlement Period"** has the meaning provided in Condition 6(a).

**"Settlement Right"** has the meaning provided in Condition 6(a).

**"Shareholder Event Notice"** has the meaning provided in Condition 7(c).

**"Shareholder Event Redemption Date"** has the meaning provided in Condition 7(c).

**"Shareholder Resolution"** has the meaning provided in Condition 7(c).

**"Specified Date"** has the meaning provided in Conditions 6(b)(vi), 6(b)(vii) and 6(b)(viii).

**"Specified Taxes"** has the meaning provided in Condition 6(h).



**"Spin-Off"** means:

- (a) a distribution of Spin-Off Securities by the Issuer to B Shareholders as a class; or
- (b) any issue, transfer or delivery of any property or assets (including cash or shares or other securities of or in or issued or allotted) by any entity (other than the Issuer) to B Shareholders as a class or, in the case of or in connection with a Scheme of Arrangement, B Shareholders as a class (but excluding the issue and allotment of ordinary shares or class of ordinary shares (or depositary or other receipts or certificates representing such ordinary shares or class of ordinary shares) by Newco to Existing Shareholders as a class or in accordance with their respective classes), pursuant in each case to any arrangements with the Issuer or any of its Subsidiaries.

**"Spin-Off Securities"** means equity share capital of an entity other than the Issuer or options, warrants or other rights to subscribe for or purchase equity share capital of an entity other than the Issuer.

**"Subsidiary"** means an entity of which a person has a direct or indirect control and control for this purpose means the power to direct the management of the entity whether through the ownership of voting capital, by contract or otherwise and which is consolidated in that person's financial statements.

**"Successor in Business"** has the meaning provided in Condition 6(m).

**"Swedish Krona"** and **"SEK"** means the lawful currency of the Kingdom of Sweden.

**"Tax Redemption Date"** has the meaning provided in Condition 7(d).

**"Tax Redemption Notice"** has the meaning provided in Condition 7(d).

**"Volume Weighted Average Price"** means, in respect of a B Share or, as the case may be, any other Security or a Spin-Off Security, on any dealing day in respect thereof, the volume weighted average price on such dealing day on the Relevant Stock Exchange of a B Share, Security or, as the case may be, a Spin-Off Security, as published by or derived from Bloomberg page HP (or any successor page) (setting Weighted Average Line or any other successor setting and using values not adjusted for any event occurring after such dealing day; and for the avoidance of doubt, all values will be determined with all adjustment settings on the DPDF Page, or any successor or similar setting, switched off) in respect of such B Share, Security, or, as the case may be, Spin-Off Security (and for the avoidance of doubt such Bloomberg page for the B Shares as at the Closing Date is CLNKB SS Equity HP) if any or, in any such case, such other source (if any) as shall be determined to be appropriate by an Independent Adviser on such dealing day provided that:

- (a) if on any such dealing day (for the purposes of this definition, the **"Original Date"**) such price is not available or cannot otherwise be determined as provided above, the Volume Weighted Average Price of a B Share, Security or Spin-Off Security, as the case may be, in respect of such dealing day shall be the Volume Weighted Average Price, determined as provided above, on the immediately preceding such dealing day on which the same can be so determined, provided however that if such immediately preceding dealing day falls prior to the fifth day before the Original Date, the Volume Weighted Average Price in respect of such dealing day shall be considered to be not capable of being determined pursuant to this proviso (a); and
- (b) if the Volume Weighted Average Price cannot be determined as aforesaid, the Volume Weighted Average Price of a B Share, Security or Spin-Off Security, as the case may be, shall be determined as at the Original Date by an Independent Adviser in such manner as it shall determine to be appropriate,

and the Volume Weighted Average Price determined as aforesaid on or as at any dealing day shall, if not in the Relevant Currency, be translated into the Relevant Currency at the Prevailing Rate on such dealing day.

References to any act or statute or any provision of any act or statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under such modification or re-enactment.

References to any issue or offer or grant to B Shareholders or Existing Shareholders "**as a class**" or "**in accordance with their respective classes**" or "**by way of rights**" shall be taken to be references to an issue or offer or grant to all or substantially all B Shareholders or Existing Shareholders, as the case may be, other than B Shareholders or Existing Shareholders, as the case may be, to whom, by reason of the laws of any territory or requirements of any recognised regulatory body or any other stock exchange or securities market in any territory or in connection with fractional entitlements, it is determined not to make such issue or offer or grant.

In making any calculation or determination of Closing Price, Current Market Price or Volume Weighted Average Price, such adjustments (if any) shall be made and as the Calculation Agent or an Independent Adviser considers appropriate to reflect any consolidation or sub-division of the B Shares or any issue of B Shares by way of capitalisation of profits or reserves, or any like or similar event.

For the purposes of Conditions 6(a), (b), (c), (e), (h) and (i) and Condition 11 only, (i) references to the "**issue**" of B Shares or B Shares being "**issued**" shall include the transfer and/or delivery of B Shares, whether newly issued and allotted or previously existing or held by or on behalf of the Issuer or any of its Subsidiaries, and (i) B Shares held by or on behalf of the Issuer or any of its Subsidiaries (and which, in the case of Condition 6(b)(iv) do not rank for the relevant right or other entitlement) shall not be considered as or treated as "**in issue**" or "**issued**", or entitled to receive the relevant Dividend, right or other entitlement.

#### 4. **Registration and Transfer of Bonds**

##### (a) *Registration*

The Issuer will cause a register (the "**Register**") to be kept at the specified office of the Registrar outside the United Kingdom on which will be entered the names and addresses of the holders of the Bonds and the particulars of the Bonds held by them and of all transfers, redemptions and conversions of Bonds.

##### (b) *Transfer*

Bonds may, subject to the terms of the Agency Agreement and to Conditions 4(c) and 4(d), be transferred in whole or in part (but always in an Authorised Denomination) by lodging the relevant Bond (with the form of application for transfer in respect thereof duly executed and duly stamped where applicable) at the specified office of the Registrar or any Paying, Transfer and Conversion Agent.

No transfer of a Bond will be valid unless and until entered on the Register. A Bond may be registered only in the name of, and transferred only to, a named person (or persons, not exceeding four in number).

The Registrar will within seven business days, in the place of the specified office of the Registrar, of any duly made application for the transfer of a Bond, register the relevant transfer and deliver a new Bond to the transferee (and, in the case of a transfer of part only of a Bond, deliver a Bond for the untransferred balance to the transferor) at the specified office of the Registrar or (at the risk and, if mailed at the request of the transferee or, as the case may be, the transferor otherwise than by ordinary mail, at the expense of the transferee or, as the case may be, the transferor) mail the Bond by uninsured mail to such address as the transferee or, as the case may be, the transferor may request.

##### (c) *Formalities Free of Charge*

Such transfer will be effected without charge subject to (i) the person making such application for transfer paying or procuring the payment of any taxes, duties and other governmental charges in connection therewith, (ii) the Registrar being satisfied with the documents of title and/or identity of the person making the application and (iii) such

reasonable regulations as the Issuer may from time to time agree with the Registrar (and as initially set out in the Agency Agreement).

(d) *Closed Periods*

Neither the Issuer nor the Registrar will be required to register the transfer of any Bond (or part thereof) (i) during the period of 15 days ending on and including the Record Date immediately prior to the Maturity Date or any earlier date fixed for redemption of the Bonds pursuant to Condition 7(b), 7(c) or 7(d)); (ii) in respect of which a Settlement Notice or Conversion Notice has been delivered in accordance with Condition 6(h)); (iii) in respect of which a Bondholder has exercised its right to require redemption pursuant to Condition 7(f); or (iv) during the period of 15 days ending on (and including) any Record Date in respect of any payment of interest on the Bonds.

5. **Interest**

(a) *Interest Rate*

The Bonds bear interest from (and including) the Closing Date at the rate of 2.875 per cent. per annum calculated by reference to the principal amount thereof and payable semi-annually in arrear in equal instalments on 19 September and 19 March in each year (each an "**Interest Payment Date**"), commencing with the Interest Payment Date falling on 19 September 2021.

The amount of interest payable in respect of any period which is shorter than an Interest Period shall be calculated on the basis of the number of days in the relevant period from (and including) the first day of such period to (but excluding) the last day of such period divided by the product of (i) the number of days from (and including) the immediately preceding Interest Payment Date (or, if none, the Closing Date) to (but excluding) the next Interest Payment Date and (ii) two.

"**Interest Period**" means the period beginning on (and including) the Closing Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date.

(b) *Accrual of Interest*

Each Bond will cease to bear interest (i) where the Settlement Right or Conversion Right shall have been exercised by a Bondholder, from the Interest Payment Date immediately preceding the relevant Settlement Date or Conversion Date or, if none, the Closing Date (subject in any such case as provided in 6(j)) or (ii) where such Bond is redeemed or repaid pursuant to Condition 7 or Condition 10, from the due date for redemption or repayment thereof unless, upon due presentation thereof, payment of principal is improperly withheld or refused, in which event interest will continue to accrue at the rate specified in Condition 5(a) (both before and after judgment) up to, but excluding, the Relevant Date.

6. **Settlement and Conversion of Bonds**

(a) *Settlement Right and Conversion Right*

Subject as provided in these Conditions and as further described below, each Bond will be convertible (for cash or shares, as relevant) at the option of the holder thereof during the period from and including the Long Stop Date, provided that:

- (i) prior to the Physical Settlement Date, if any, (but only during the Settlement Period, if any), such Bondholder will only be entitled to require the Issuer to redeem such Bond at the relevant Cash Alternative Amount (the "**Settlement Right**"); and
- (ii) at any time on or after the occurrence of the Physical Settlement Date only (which Physical Settlement Date may, for the avoidance of doubt, occur prior to the Long

Stop Date), the Conversion Right in respect of such Bond may be exercised, at the option of the holder thereof, subject to any applicable fiscal or other laws or regulations,

in each case, subject as provided in these Conditions.

Subject as provided below, Settlement Rights may be exercised from (and including) the Long Stop Date to (and including) the day which is the earliest of (i) the Physical Settlement Date, (ii) the Maturity Date, and (ii) the date falling 10 business days prior to any other date fixed by the Issuer for redemption of the Bonds pursuant to Condition 7(b), 7(c) or 7(d), unless in any such case there shall be a default in making payment in respect of such Bond on such date fixed for redemption, in which event the Settlement Right shall extend up to (and including) the date on which the full amount of such payment becomes available for payment and notice of such availability has been duly given in accordance with Condition 17 or, if earlier, the Maturity Date or, if the Maturity Date is not a business day in Stockholm, the immediately preceding business day in Stockholm; provided that, in each case, if such final date for the exercise of Settlement Rights is not a business day in Stockholm, then the period for exercise of Settlement Rights by Bondholders shall end on the immediately preceding business day at the place aforesaid.

The Issuer will pay the Cash Alternative Amount no later than five business days in Stockholm following the end of the relevant Cash Alternative Calculation Period by transfer to a Swedish Krona account with a bank in Stockholm in accordance with instructions contained in the relevant Settlement Notice.

If the Shareholder Resolution is passed at a General Meeting, the Issuer shall (i) use its best endeavours to apply to have the Shareholder Resolution filed with the Swedish Companies Registration Office (*Sw. Bolagsverket*) by no later than 10 business days in Stockholm following the date of such General Meeting (such filing to occur by the latest within 22 business days in Stockholm following the date of any such application) and (ii) shall, within 5 business days in Stockholm of the date of such registration give notice (the "**Physical Settlement Notice**") to the Bondholders in accordance with Condition 17 and to the Principal Paying, Transfer and Conversion Agent, the Trustee, the Registrar and the Calculation Agent that, with effect from and including the Physical Settlement Date specified in the Physical Settlement Notice, the Settlement Right relating to the Bonds shall cease to apply and instead the Conversion Right shall apply. Any Settlement Notice delivered in circumstances where the relevant Settlement Date shall fall on or after the Physical Settlement Date shall be void and ineffective.

Subject as provided in these Conditions, if the Issuer shall have given a Physical Settlement Notice, each Bond shall entitle the holder, from and including the Physical Settlement Date, to convert each Bond and to receive new and/or existing B Shares as determined in the discretion of the Issuer, credited as fully paid, as provided in this Condition 6 (the "**Conversion Right**").

Subject as provided below, if the Physical Settlement Date has occurred, Conversion Rights may be exercised from (and including) such Physical Settlement Date to (and including) the date falling ten business days in Stockholm prior to the Maturity Date or, if such Bond is to be redeemed pursuant to Condition 7(b), 7(c) or 7(d) prior to the Maturity Date, then up to (and including) the date falling 10 business days in Stockholm before the date fixed for redemption thereof pursuant to Condition 7(b), 7(c) or 7(d) unless in any such case there shall be a default in making payment in respect of such Bond on such date fixed for redemption, in which event the Conversion Right shall extend up to (and including) the date on which the full amount of such payment becomes available for payment and notice of such availability has been duly given in accordance with Condition 17 or, if earlier, the Maturity Date or, if the Maturity Date is not a business day in Stockholm, the immediately preceding business day in Stockholm; provided that, in each case, if such final date for the exercise of the Conversion Rights is not a business day in Stockholm, then the period for exercise of Conversion Rights by Bondholders shall end on the immediately preceding business day in Stockholm. Settlement Rights shall not be exercisable on or after the Physical Settlement Date.

The initial Conversion Price is SEK 598.50 per B Share. The Conversion Price is subject to adjustment in the circumstances described in Condition 6(b). The expression "**Conversion Price**" shall be construed accordingly.

A Bondholder may exercise the Settlement Right or, from and including the Physical Settlement Date, the Conversion Right in respect of a Bond by delivering such Bond to the specified office of any Paying, Transfer and Conversion Agent in accordance with Condition 6(h) whereupon the Issuer shall (subject as provided in these Conditions) procure the delivery to, or as directed by, the relevant Bondholder of (in the case of the exercise of a Settlement Right) the Cash Alternative Amount or (in the case of the exercise of a Conversion Right) the Reference B Shares, credited as paid up in full, in each case as provided in this Condition 6.

Settlement Rights or, as the case may be, the Conversion Rights may not be exercised in respect of (i) any Bond following the giving of notice by the Trustee pursuant to Condition 10 that the Bonds are immediately due and payable or (ii) a Bond in respect of which the relevant Bondholder has exercised its right to require the Issuer to redeem that Bond pursuant to Condition 7(f).

Save where a notice of redemption is given by the Issuer in the circumstances provided in Condition 6(j), Settlement Rights or, as the case may be, Conversion Rights may not be exercised by a Bondholder in circumstances where the relevant Settlement Date or, as the case may be, Conversion Date would fall during the period commencing on the Record Date in respect of any payment of interest on the Bonds to be made on an Interest Payment Date and ending on the relevant Interest Payment Date (both days inclusive).

The periods during which Settlement Rights or, as the case may be, Conversion Rights may (subject as provided herein) be exercised by a Bondholder are referred to as the "**Settlement Period**" and "**Conversion Period**", respectively.

Settlement Rights and Conversion Rights may only be exercised in respect of the whole of the Authorised Denomination of a Bond.

Fractions of B Shares will not be issued or delivered on exercise of Conversion Rights or pursuant to Condition 6(c) and no cash payment or other adjustment will be made in lieu thereof. However, if the Conversion Right in respect of more than one Bond is exercised pursuant to any one Conversion Notice, the number of such B Shares to be delivered in respect thereof shall be calculated by the Calculation Agent on the basis of the aggregate principal amount of such Bonds being so converted and rounded down to the nearest whole number of B Shares.

The Issuer will procure that B Shares to be issued or delivered on exercise of Conversion Rights will be issued or delivered to the holder of the Bonds completing the relevant Conversion Notice or his nominee if and to the extent so specified in the relevant Conversion Notice. Such B Shares will be deemed to be issued or delivered as of the relevant Registration Date.

(b) *Adjustment of Conversion Price*

Upon the occurrence of any of the events described below, the Conversion Price shall be adjusted by the Calculation Agent as follows:

(i) Consolidation, reclassification, redesignation or subdivision

If and whenever there shall be a consolidation, reclassification, redesignation or subdivision affecting the number of B Shares in issue, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A}{B}$$

where:

- A is the aggregate number of B Shares in issue immediately before such consolidation, reclassification, redesignation or subdivision, as the case may be; and
- B is the aggregate number of B Shares in issue immediately after, and as a result of, such consolidation, reclassification, redesignation or subdivision, as the case may be.

Such adjustment shall become effective on the Effective Date.

"**Effective Date**" means, in respect of this paragraph 6(b)(i), the date on which the consolidation, reclassification, redesignation or sub-division, as the case may be, takes effect.

(ii) *Capitalisation of profits or reserves*

If and whenever the Issuer shall issue any B Shares credited as fully paid to B Shareholders by way of capitalisation of profits or reserves, including any share premium account or capital redemption reserve (other than an issue of B Shares constituting a cash Dividend pursuant to paragraph (a) of the definition of "Dividend") the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A}{B}$$

where:

- A is the aggregate number of B Shares in issue immediately before such issue; and
- B is the aggregate number of B Shares in issue immediately after such issue.

Such adjustment shall become effective on the Effective Date.

"**Effective Date**" means, in respect of this paragraph 6(b)(ii), the date of issue of such B Shares.

(iii) *Dividends*

If and whenever the Issuer shall declare, announce, make or pay any Dividend to B Shareholders, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A - B}{A}$$

where:

- A is the Current Market Price of one B Share on the Ex-Date in respect of such Dividend; and
- B is the portion of the Fair Market Value of the aggregate Dividend attributable to one B Share, with such portion being determined by dividing the Fair Market Value of the aggregate Dividend by the number of B Shares entitled to receive the relevant Dividend (or, in the case of a purchase, redemption or buy back of B Shares or any depositary or other receipts or certificates representing B Shares by or on behalf of the Issuer or any Subsidiary of the Issuer, by the number

of B Shares in issue immediately following such purchase, redemption or buy back, and treating as not being in issue any B Shares, or any B Shares represented by depositary or other receipts or certificates, purchased, redeemed or bought back).

Such adjustment shall become effective on the Effective Date.

"**Effective Date**" means, in respect of this paragraph 6(b)(iii) (A), the later of (i) the Ex-Date in respect of such Dividend and (ii) the first date upon which the Fair Market Value of the relevant Dividend is capable of being determined as provided herein.

For the purposes of the above, Fair Market Value shall (subject as provided in paragraph (a) of the definition of "Dividend" and in the definition of "Fair Market Value") be determined as at the Ex-Date in respect of the relevant Dividend.

(iv) *Rights issues*

If and whenever the Issuer or any Subsidiary of the Issuer or (at the direction or request or pursuant to any arrangements with the Issuer or any Subsidiary of the Issuer) any other company, person or entity shall issue B Shares to B Shareholders as a class by way of rights, or shall issue or grant to B Shareholders as a class by way of rights, any options, warrants or other rights to subscribe for or purchase or otherwise acquire any B Shares, or any Securities which by their terms of issue carry (directly or indirectly) rights of conversion into, or exchange or subscription for, or the right to otherwise acquire, any B Shares (or shall grant any such rights in respect of existing Securities so issued) in circumstances whereby such B Shares, options, warrants, other rights or any such Securities are not issued or granted to Bondholders as a class by way of rights in accordance with mandatory provisions of Swedish law, in each case at a consideration receivable per B Share (based, where appropriate, on such number of B Shares as is determined pursuant to the definition of "C" and the proviso below) which is less than 95 per cent. of the Current Market Price per B Share on the Ex-Date in respect of the relevant issue or grant, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A + B}{A + C}$$

where:

- A is the number of B Shares in issue on such Ex-Date;
- B is the number of B Shares which the aggregate consideration (if any) receivable for the B Shares issued by way of rights, or for the Securities issued by way of rights and upon exercise of rights of conversion into, or exchange or subscription for, or the right to otherwise acquire, B Shares, or for the options or warrants or other rights issued by way of rights and for the total number of B Shares deliverable on the exercise thereof, would purchase at such Current Market Price per B Share; and
- C is the number of B Shares to be issued or, as the case may be, the maximum number of B Shares which may be issued upon exercise of such options, warrants or rights calculated as at the date of issue of such options, warrants or rights or upon conversion or exchange or exercise of rights of subscription or purchase or other rights of acquisition in respect thereof at the initial conversion, exchange, subscription, purchase or acquisition price or rate;

provided that if on such Ex-Date such number of B Shares is to be determined by reference to the application of a formula or other variable feature or the

occurrence of any event at some subsequent time, then for the purposes of this paragraph 6(b)(iv), "C" shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at such Ex-Date and as if such conversion, exchange, subscription, purchase or acquisition had taken place on such Ex-Date.

Such adjustment shall become effective on the Effective Date.

"**Effective Date**" means, in respect of this paragraph 6(b)(iv), the later of (i) the Ex-Date in respect of the relevant issue or grant and (ii) the first date upon which the adjusted Conversion Price is capable of being determined in accordance with this paragraph 6(b)(iv).

(v) *Issue of Securities to Shareholders*

If and whenever the Issuer or any Subsidiary of the Issuer or (at the direction or request or pursuant to any arrangements with the Issuer or any Subsidiary of the Issuer) any other company, person or entity shall (other than in the circumstances the subject of paragraph 6(b)(iv) and other than where such issue is determined to constitute a cash Dividend pursuant to paragraph (a) of the definition "Dividend"), issue any Securities (other than B Shares or options, warrants or other rights to subscribe for or purchase any B Shares) to B Shareholders as a class by way of rights or grant to B Shareholders as a class by way of rights any options, warrants or other rights to subscribe for or purchase or otherwise acquire any Securities (other than B Shares or options, warrants or rights to subscribe for or purchase any B Shares), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A - B}{A}$$

where:

A is the Current Market Price of one B Share on the Ex-Date in respect of the relevant issue or grant; and

B is the Fair Market Value on such Ex-Date of the portion of the rights attributable to one B Share.

Such adjustment shall become effective on the Effective Date.

"**Effective Date**" means, in respect of this paragraph 6(b)(v), the later of (i) the Ex-Date in respect of the relevant issue or grant and (ii) the first date upon which the adjusted Conversion Price is capable of being determined in accordance with this paragraph 6(b)(v).

(vi) *Issue of B Shares at below Current Market Price*

If and whenever the Issuer shall issue (otherwise than as mentioned in paragraph 6(b)(iv) above) wholly for cash or for no consideration any B Shares (other than B Shares issued on conversion of the Bonds (which term shall for this purpose include any Further Bonds) or on the exercise of any rights of conversion into, or exchange or subscription for or purchase of, or rights to otherwise acquire, B Shares and other than any issue of B Shares constituting a cash Dividend pursuant to paragraph (a) of the definition of "Dividend" or if and whenever the Issuer or any Subsidiary of the Issuer or (at the direction or request or pursuant to any arrangements with the Issuer or any Subsidiary of the Issuer) any other company, person or entity shall issue or grant (otherwise than as mentioned in paragraph 6(b)(iv) above) wholly for cash or for no consideration any options, warrants or other rights to subscribe for or purchase or otherwise acquire any B Shares (other than the Bonds, which term shall for this purpose include any Further Bonds), in



each case at consideration receivable per B Share (based, where appropriate, on such number of B Shares as is determined pursuant to the definition of "C" and the proviso below) which is less than 95 per cent. of the Current Market Price per B Share on the date of first public announcement of the terms of such issue or grant, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A + B}{A + C}$$

where:

- A is the number of B Shares in issue immediately before the date of first public announcement of the terms of such issue of B Shares or issue or grant of options, warrants or other rights as provided above;
- B is the number of B Shares which the aggregate consideration (if any) receivable for the issue of such B Shares or, as the case may be, for the B Shares to be issued or otherwise made available upon the exercise of any such options, warrants or rights, would purchase at such Current Market Price per B Share; and
- C is the number of B Shares to be issued pursuant to such issue of such B Shares or, as the case may be, the maximum number of B Shares which may be issued upon exercise of such options, warrants or rights calculated as at the date of issue of such options, warrants or rights;

provided that if on the date of first public announcement of the terms of such issue or grant (as used in this paragraph 6(b)(vi) (iv), the "**Specified Date**") such number of B Shares is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time, then for the purposes of this paragraph 6(b)(vi), "C" shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at the Specified Date and as if such conversion, exchange, subscription, purchase, acquisition had taken place on the Specified Date.

Such adjustment shall become effective on the Effective Date.

"**Effective Date**" means, in respect of this paragraph 6(b)(vi), the later of (i) the date of issue of such B Shares or, as the case may be, the issue or grant of such options, warrants or rights and (ii) the first date upon which the adjusted Conversion Price is capable of being determined in accordance with this paragraph 6(b)(vi).

(vii) *Other issues*

If and whenever the Issuer or any Subsidiary of the Issuer or (at the direction or request of or pursuant to any arrangements with the Issuer or any Subsidiary of the Issuer) any other company, person or entity shall (otherwise than as mentioned in paragraphs 6(b)(iv), 6(b)(v) or 6(b)(vi) above) issue wholly for cash or for no consideration any Securities (other than the Bonds which term shall for this purpose exclude any Further Bonds and other than where such issue of Securities is determined to constitute a cash Dividend pursuant to paragraph (a) of the definition of "Dividend" which by their terms of issue carry (directly or indirectly) rights of conversion into, or exchange or subscription for, purchase of, or rights to otherwise acquire, B Shares (or shall grant any such rights in respect of existing Securities so issued) or Securities which by their terms might be reclassified or redesignated as B Shares, and the consideration per B Share (based, where appropriate, on such number of B Shares as is determined pursuant to the definition of "C" and the proviso below) receivable upon conversion, exchange, subscription, purchase, acquisition, reclassification or redesignation is less than

95 per cent. of the Current Market Price per B Share on the date of first public announcement of the terms of the issue of such Securities (or the terms of such grant), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A + B}{A + C}$$

where:

- A is the number of B Shares in issue immediately before the date of first public announcement of the terms of the issue of such Securities (or the terms of such grant);
- B is the number of B Shares which the aggregate consideration (if any) receivable for the B Shares to be issued or otherwise made available upon conversion or exchange or upon exercise of the right of subscription, purchase or acquisition attached to such Securities or, as the case may be, for the B Shares to be issued or to arise from any such reclassification or redesignation would purchase at such Current Market Price per B Share; and
- C is the maximum number of B Shares to be issued or otherwise made available upon conversion or exchange of such Securities or upon the exercise of such right of subscription, purchase or acquisition attached thereto at the initial conversion, exchange, subscription, purchase or acquisition price or rate or, as the case may be, the maximum number of B Shares which may be issued or arise from any such reclassification or redesignation,

provided that if on the date of first public announcement of the terms of the issue of such Securities (or the terms of such grant) (as used in this paragraph, the "**Specified Date**") such number of B Shares to be issued on conversion, exchange, subscription, purchase, acquisition, reclassification or redesignation is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time (which may be when such Securities are converted or exchanged or rights of subscription, purchase or acquisition are exercised or, as the case may be, such Securities are reclassified or redesignated or at such other time as may be provided), then for the purposes of this paragraph 6(b)(vii), "C" shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at the Specified Date and as if such conversion, exchange, subscription, purchase or acquisition, reclassification or, as the case may be, redesignation had taken place on the Specified Date.

Such adjustment shall become effective on the Effective Date.

"**Effective Date**" means, in respect of this paragraph 6(b)(vii), the later of (i) the date of issue of such Securities or, as the case may be, the grant of such rights and (ii) the first date upon which the adjusted Conversion Price is capable of being determined in accordance with this paragraph 6(b)(vii).

(viii) *Modification of rights*

If and whenever there shall be any modification of the rights of conversion, exchange, subscription, purchase or acquisition attaching to any Securities (other than the Bonds, which term shall for this purpose include any Further Bonds) which by their terms of issue carry (directly or indirectly) rights of conversion into, or exchange or subscription for, or the right to otherwise acquire, any B Shares (other than in accordance with the terms (including terms as to adjustment) applicable to such Securities upon issue) so that following such modification the consideration per B Share (based, where appropriate, on such number of B Shares

as is determined pursuant to the definition of "C" and the proviso below) receivable upon conversion, exchange, subscription, purchase or acquisition has been reduced and is less than 95 per cent. of the Current Market Price per B Share on the date of first public announcement of the terms for such modification, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A + B}{A + C}$$

where:

- A is the number of B Shares in issue immediately before the date of first public announcement of the terms for such modification;
- B is the number of B Shares which the aggregate consideration (if any) receivable for the B Shares to be issued or otherwise made available upon conversion or exchange or upon exercise of the right of subscription, purchase or acquisition attached to the Securities so modified would purchase at such Current Market Price per B Share or, if lower, the existing conversion, exchange, subscription, purchase or acquisition price or rate of such Securities; and
- C is the maximum number of B Shares which may be issued or otherwise made available upon conversion or exchange of such Securities or upon the exercise of such rights of subscription, purchase or acquisition attached thereto at the modified conversion, exchange, subscription, purchase or acquisition price or rate but giving credit in such manner as the Calculation Agent shall consider appropriate for any previous adjustment under this paragraph 6(b)(viii) or paragraph 6(b)(vii) above;

provided that if on the date of first public announcement of the terms of such modification (as used in this paragraph 6(b)(viii), the "**Specified Date**") such number of B Shares to be issued on conversion, exchange, subscription, purchase or acquisition is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time (which may be when such Securities are converted or exchanged or rights of subscription, purchase or acquisition are exercised or at such other time as may be provided), then for the purposes of this paragraph 6(b)(viii), "C" shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at the Specified Date and as if such conversion, exchange, subscription, purchase or acquisition had taken place on the Specified Date.

Such adjustment shall become effective on the Effective Date.

"**Effective Date**" means, in respect of this paragraph 6(b)(viii), the later of (i) the date of modification of the rights of conversion, exchange, subscription, purchase or acquisition attaching to such Securities and (ii) the first date upon which the adjusted Conversion Price is capable of being determined in accordance with this paragraph 6(b)(viii).

(ix) *Certain arrangements*

If and whenever the Issuer or any Subsidiary of the Issuer or (at the direction or request of or pursuant to any arrangements with the Issuer or any Subsidiary of the Issuer) any other company, person or entity shall offer any B Shares or other Securities in connection with which B Shareholders as a class are entitled to participate in arrangements whereby such B Shares or Securities may be acquired by them (except where the Conversion Price falls to be adjusted under paragraphs 6(b)(ii), 6(b)(iii), 6(b)(iv), 6(b)(v), 6(b)(vi) or 6(b)(vii) above or 6(b)(x) below

(or, where applicable, would fall to be so adjusted if the relevant issue or grant was at less than 95 per cent. of the Current Market Price per B Share on the relevant day), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A - B}{A}$$

where:

A is the Current Market Price of one B Share on the Ex-Date in respect of the relevant offer; and

B is the Fair Market Value on such Ex-Date of the portion of the relevant offer attributable to one B Share.

Such adjustment shall become effective on the Effective Date.

"**Effective Date**" means, in respect of this paragraph 6(b)(ix), the later of (i) the Ex-Date in respect of the relevant offer and (ii) the first date upon which the adjusted Conversion Price is capable of being determined in accordance with this paragraph 6(b)(ix).

(x) *Relevant Event*

If a Change of Control or a Free Float Event (each a "**Relevant Event**") shall occur, then upon any exercise of Conversion Rights or any Settlement Rights where the Conversion Date, or as the case may be, the Settlement Date, falls (a) during the Relevant Event Period applicable to such Relevant Event or (b) on a date following the giving by the Issuer of an Optional Redemption Notice pursuant to Condition 7(b)(i) in circumstances where the precondition specified in Condition 7(b)(i) would not have been satisfied assuming (solely for the purpose of this proviso (b)) that the Parity Value in respect of the relevant dealing days had been determined only on the basis of the Conversion Price then in effect but not using the Relevant Event Conversion Price where applicable, the Conversion Price solely for the purpose of such exercise (the "**Relevant Event Conversion Price**") shall be determined as set out below:

$$RECP = \frac{OCP}{\left(1 + CP \times \frac{c}{t}\right)}$$

where:

"**RECP**" means the Relevant Event Conversion Price;

"**OCP**" means the Conversion Price in effect on the Conversion Date, or, as the case may be, the Settlement Date;

"**CP**" means the Conversion Premium of 42.5 per cent.;

"**c**" means the number of days from and including the date Relevant Event occurs to but excluding the Maturity Date; and

"**t**" means the number of days from and including the Closing Date to but excluding the Maturity Date.

(xi) *Other adjustments*

If the Issuer (following consultation with the Calculation Agent) determines that an adjustment should be made to the Conversion Price (or that a determination should be made as to whether an adjustment should be made) as a result of one or more circumstances not referred to above in this Condition 6(b) (even if the relevant circumstance is specifically excluded from the operation of paragraphs 6(b)(i) to 6(b)(x) above), the Issuer shall, at its own expense and acting reasonably, request an Independent Adviser to determine, in consultation with the Calculation Agent, if different as soon as practicable what adjustment (if any) to the Conversion Price is fair and reasonable to take account thereof and the date on which such adjustment (if any) should take effect and upon such determination such adjustment (if any) shall be made and shall take effect in accordance with such determination, provided that an adjustment shall only be made pursuant to this paragraph 6(b)(xi) if such Independent Adviser is so requested to make such a determination not more than 21 days after the date on which the relevant circumstance arises and if the adjustment would result in a reduction to the Conversion Price.

(xii) *Modifications*

Notwithstanding the foregoing provisions:

- (A) where the events or circumstances giving rise to any adjustment pursuant to this Condition 6(b) have already resulted or will result in an adjustment to the Conversion Price or where the events or circumstances giving rise to any adjustment arise by virtue of any other events or circumstances which have already given or will give rise to an adjustment to the Conversion Price or where more than one event which gives rise to an adjustment to the Conversion Price occurs within such a short period of time that in the opinion of the Issuer, following consultation with the Calculation Agent, a modification to the operation of the adjustment provisions is required to give the intended result, such modification shall be made to the operation of the adjustment provisions as may be determined by an Independent Adviser to be in its opinion appropriate to give the intended result;
- (B) such modification shall be made to the operation of these Conditions as may be determined by an Independent Adviser, in consultation with the Calculation Agent (if different), to be in its opinion appropriate (i) to ensure that an adjustment to the Conversion Price or the economic effect thereof shall not be taken into account more than once and (ii) to ensure that the economic effect of a Dividend is not taken into account more than once; and
- (C) other than pursuant to Condition 6(b)(i), no adjustment shall be made that would result in an increase to the Conversion Price.

(xiii) *Calculation of consideration*

For the purpose of any calculation of the consideration receivable or price pursuant to paragraphs 6(b)(iv), 6(b)(vi), 6(b)(vii) and 6(b)(viii), the following provisions shall apply:

- (A) the aggregate consideration receivable or price for B Shares issued for cash shall be the amount of such cash;
- (B) (x) the aggregate consideration receivable or price for B Shares to be issued or otherwise made available upon the conversion or exchange of any Securities shall be deemed to be the consideration or price received or receivable for any such Securities (whether on one or more occasions)

and (y) the aggregate consideration receivable or price for B Shares to be issued or otherwise made available upon the exercise of rights of subscription attached to any Securities or upon the exercise of any options, warrants or rights shall be deemed to be that part (which may be the whole) of the consideration or price received or receivable for such Securities or, as the case may be, for such options, warrants or rights which are attributed by the Issuer to such rights of subscription or, as the case may be, such options, warrants or rights or, if no part of such consideration or price is so attributed, the Fair Market Value of such rights of subscription or, as the case may be, such options, warrants or rights as at the relevant Ex-Date referred to in paragraph 6(b)(iv) or as at the relevant date of first public announcement referred to in paragraph 6(b)(vi), or 6(b)(viii), as the case may be, plus in the case of each of (x) and (y) above, the additional minimum consideration receivable or price (if any) upon the conversion or exchange of such Securities, or upon the exercise of such rights of subscription attached thereto or, as the case may be, upon exercise of such options, warrants or rights and (z) the consideration receivable or price per B Share upon the conversion or exchange of, or upon the exercise of such rights of subscription attached to, such Securities or, as the case may be, upon the exercise of such options, warrants or rights shall be the aggregate consideration or price referred to in (x) or (y) above (as the case may be) divided by the number of B Shares to be issued upon such conversion or exchange or exercise at the initial conversion, exchange or subscription price or rate, all as determined by the Calculation Agent;

- (C) if the consideration or price determined pursuant to (A) or (B) above (or any component thereof) shall be expressed in a currency other than the Relevant Currency (other than in circumstances where such consideration is also expressed in the Relevant Currency, in which case such consideration shall be treated as expressed in the Relevant Currency in an amount equal to the amount of such consideration when so expressed in the Relevant Currency), it shall be converted by the Calculation Agent into the Relevant Currency at the Prevailing Rate on the relevant Ex-Date (for the purposes of paragraph 6(b)(iv)) or the relevant date of first public announcement (for the purposes of paragraph 6(b)(vi), 6(b)(vii) or 6(b)(viii), as the case may be);
- (D) in determining the consideration or price pursuant to the above, no deduction shall be made for any commissions or fees (howsoever described) or any expenses paid or incurred for any underwriting, placing or management of the issue of the relevant B Shares or such other Securities or options, warrants or rights, or otherwise in connection therewith;
- (E) the consideration or price shall be determined as provided above on the basis of the consideration or price received, receivable, paid or payable, regardless of whether all or part thereof is received, receivable, paid or payable by or to the Issuer or another entity;
- (F) if as part of the same transaction, B Shares shall be issued or issuable for a consideration receivable in more than one or in different currencies then the consideration receivable per B Share shall be determined by dividing the aggregate consideration (determined as aforesaid and converted, if and to the extent not in the Relevant Currency, into the Relevant Currency as aforesaid) by the aggregate number of B Shares so issued;
- (G) references in these Conditions to "cash" includes any promise or undertaking to pay cash or any release or extinguishment of, or set-off against, a liability or obligation to pay a cash amount, and

- (H) in determining the consideration or price pursuant to the above, in the case of a directed issuance of B Shares by the Issuer, pursuant to the registration procedure with the Swedish Companies Registration Office required under Swedish law the relevant settlement agent will pay a quotient value for the B Shares to facilitate such registration; such quotient value will not be deemed the actual price paid for such B Shares and the full subscription price received for such B Shares by the Issuer will be taken into account for the purposes of determining the consideration received.
- (c) *Adjustment to Conversion Date, Additional Cash Alternative Amount*
- (i) If the Registration Date (as defined in Condition 6(i)) in relation to any exercise of Conversion Rights would but for the provisions of this Condition 6(c) be after the date (the "**Deemed Record Date**" in respect of the relevant consolidation, reclassification, redesignation or sub-division, or issue, distribution, grant or offer or modification (as referred to below)) which is (A) the record date in respect of any consolidation, reclassification, redesignation or sub-division as is mentioned in Condition 6(b)(i), or (B) the record date or other due date for the establishment of entitlement for any such issue, distribution, grant or offer (as the case may be) as is mentioned in Condition 6(b)(ii), 6(b)(iii), 6(b)(iv), 6(b)(v) or 6(b)(ix), or (C) the date of the first public announcement of the terms of any such issue or grant as is mentioned in Condition 6(b)(vi) and 6(b)(vii) or of the terms of any such modification as is mentioned in Condition 6(b)(viii), in circumstances where the Conversion Date falls before the relevant adjustment to the Conversion Price becomes effective under Condition 6(b), then references in these Conditions to the Conversion Date shall (save for the purposes of Conditions 5(b) and 6(j)) (and related definitions and provisions)), be deemed for all purposes to be a reference to the date such adjustment becomes effective, and, the Issuer shall (if applicable) take all necessary steps to cancel the original application for registration with the Swedish Companies Registration Office and to procure the registration with the Swedish Companies Registration Office of the B Shares to be issued as soon as practicable following the Conversion Date (determined as aforesaid), provided that if in the case of Condition 6(b)(ii), 6(b)(iii), 6(b)(iv), 6(b)(v) or 6(b)(xi) the relevant Bondholder shall be entitled to receive the relevant B Shares, Securities or Dividends in respect of the B Shares to be issued or delivered to it, then no such adjustment shall be made in relation to the relevant event and the Conversion Date shall not be so adjusted.
- (ii) If a Retroactive Adjustment occurs in relation to any exercise of Settlement Rights and where any dealing day comprised in the Cash Alternative Calculation Period in respect of such exercise of Settlement Rights falls on or after the Deemed Ex-Date in respect of such Retroactive Adjustment, the Issuer shall pay to the relevant Bondholder an additional amount (the "**Additional Cash Alternative Amount**") calculated by the Calculation Agent and equal to the Market Price of such number of B Shares (rounded down if necessary to the nearest whole number of B Shares) (if any) as is equal to that by which the number of Cash Settled B Shares would have been increased if the relevant adjustment to the Conversion Price had been made and become effective immediately prior to the relevant Settlement Date, all as determined by the Calculation Agent.
- (iii) The Issuer will pay the Additional Cash Alternative Amount no later than five business days in Stockholm following the end of the relevant Cash Alternative Calculation Period by transfer to a Swedish Krona account with a bank in Stockholm in accordance with instructions contained in the relevant Settlement Notice.

(d) *Decision and Determination of the Calculation Agent or an Independent Adviser*

Adjustments to the Conversion Price shall be determined and calculated by the Calculation Agent upon request from the Issuer and/or, to the extent so specified in the Conditions and upon request from the Issuer, by an Independent Adviser.

Adjustments to the Conversion Price calculated by the Calculation Agent or, where applicable, an Independent Adviser and any other determinations made by the Calculation Agent or, where applicable, an Independent Adviser, or an opinion of an Independent Adviser, pursuant to these Conditions shall in each case be made in good faith and shall be final and binding (in the absence of manifest error) on the Issuer, the Trustee, the Bondholders, the Calculation Agent (in the case of a determination by an Independent Adviser) and the Paying, Transfer and Conversion Agents.

The Calculation Agent may consult, at the expense of the Issuer, on any matter (including, but not limited to, any legal matter), any legal or other professional adviser and it shall be able to rely upon, and it shall not be liable and shall incur no liability as against the Trustee, the Bondholders or the Paying, Transfer and Conversion Agents in respect of anything done, or omitted to be done, relating to that matter in good faith, in accordance with that adviser's opinion.

The Calculation Agent shall act solely upon the request from, and exclusively as agent of, the Issuer and in accordance with these Conditions. Neither the Calculation Agent (acting in such capacity) nor any Independent Adviser appointed in connection with the Bonds (acting in such capacity) will thereby assume any obligations towards or relationship of agency or trust and shall not be liable and shall incur no liability in respect of anything done, or omitted to be done in good faith, in its capacity as Calculation Agent as against the Trustee, the Bondholders or the Paying, Transfer and Conversion Agents.

If following consultation between the Issuer and the Calculation Agent any doubt shall arise as to whether an adjustment falls to be made to the Conversion Price or as to the appropriate adjustment to the Conversion Price or the date from which such adjustment shall take effect, and following consultation between the Issuer and an Independent Adviser, a written opinion of such Independent Adviser in respect thereof shall be conclusive and binding on the Issuer, the Bondholders, the Calculation Agent (if different) and the Trustee, save in the case of manifest error.

(e) *Share or Option Schemes, Dividend Reinvestment Plans*

No adjustment will be made to the Conversion Price where B Shares or other Securities (including, but not limited to, rights, warrants and options) are issued, offered, exercised, allotted, purchased, appropriated, modified or granted (i) to, or for the benefit of, employees or former employees (including directors holding or formerly holding executive office or non-executive office, consultants or former consultants, or the personal service company of any such person) or their spouses or relatives, in each case, of the Issuer or any of its Subsidiaries or any associated company or to a trustee or nominee to be held for the benefit of any such person, in any such case pursuant to any share or option or incentive scheme or (ii) pursuant to any dividend reinvestment plan or similar plan or scheme.

(f) *Rounding Down and Notice of Adjustment to the Conversion Price*

On any adjustment, the resultant Conversion Price, if not an integral multiple of SEK 0.0001, shall be rounded down to the nearest whole multiple of SEK 0.0001. No adjustment shall be made to the Conversion Price where such adjustment (rounded down if applicable) would be less than one per cent. of the Conversion Price then in effect. Any adjustment not required to be made and/or any amount by which the Conversion Price has been rounded down, shall be carried forward and taken into account in any subsequent adjustment, and such subsequent adjustment shall be made on the basis that the adjustment not required to be made had been made at the relevant time and/or, as the case may be, that the relevant rounding down had not been made.



Notice of any adjustments to the Conversion Price shall be given by the Issuer to Bondholders, in accordance with Condition 17, and to the Trustee and the Principal Paying, Transfer and Conversion Agent promptly after the determination thereof.

The Conversion Price shall not in any event be reduced to below the nominal or par value of the B Shares or be reduced so that on conversion of the Bonds, B Shares would fall to be issued in circumstances not permitted by applicable laws or regulations. The Issuer undertakes that it shall not take any action, and shall procure that no action is taken, that would otherwise result in an adjustment to the Conversion Price to below such nominal or par value or any minimum level permitted by applicable laws or regulations or that would otherwise result in B Shares being required to be issued or transferred and delivered in circumstances not permitted by applicable laws or regulations.

(g) *Relevant Event*

Within 14 days following the occurrence of a Relevant Event, the Issuer shall give notice thereof to Bondholders in accordance with Condition 17, to the Trustee and the Principal Paying, Transfer and Conversion Agent (the "**Relevant Event Notice**"). Such notice shall contain a statement informing Bondholders of their entitlement to exercise their Settlement Rights or, as the case may be, Conversion Rights as provided in these Conditions and their entitlement to exercise their rights to require redemption of their Bonds pursuant to Condition 7(e).

Such notice shall also specify:

- (i) all information material to Bondholders concerning the Relevant Event;
- (ii) the Conversion Price immediately prior to the occurrence of the Relevant Event, as the case may be, and the Relevant Event Conversion Price applicable pursuant to Condition 6(b)(x) during the Relevant Event Period on the basis of the Conversion Price in effect immediately prior to the occurrence of the Relevant Event (but, for the avoidance of doubt, if any other Conversion Price adjustment becomes effective during the Relevant Event Period, any exercise of Conversion Rights or Settlement Rights where the relevant Settlement Notice Date or Conversion Notice Date, as the case may be, falls in the Relevant Event Period shall be the Relevant Event Conversion Price determined by reference to such Settlement Notice Date or Conversion Notice Date, as provided in Condition 6(b)(x));
- (iii) the Closing Price of the B Shares as at the latest practicable date prior to the publication of such notice;
- (iv) the last day of the Relevant Event Period;
- (v) the Put Date; and
- (vi) such other information relating to the Relevant Event as the Trustee may require.

The Trustee shall not be required to monitor or take any steps to ascertain whether a Relevant Event, or any event which could lead to a Relevant Event has occurred or may occur and will not be responsible or liable to Bondholders or any other person for any loss arising from any delay or failure by it to do so.

(h) *Procedure for exercise of Settlement Rights and Conversion Rights*

Subject as provided in Condition 6(a), and during the Settlement Period only, Settlement Rights may be exercised by a Bondholder and, if the Shareholder Resolution is passed, from and including the Physical Settlement Date, Conversion Rights may be exercised by a Bondholder during the Conversion Period, each by delivering the relevant Bond to the specified office of any Paying, Transfer and Conversion Agent, during its usual business hours, accompanied by a duly completed and signed notice of settlement (and such other information as the Paying, Transfer and Conversion Agent requires) (a "**Settlement**

**Notice**") or, as the case may be, conversion (a "**Conversion Notice**") in the form (for the time being current) obtainable from any Paying, Transfer and Conversion Agent or, in the case of a Conversion Notice, such other form as is acceptable to the Paying, Transfer and Conversion Agent. Settlement Rights or, as the case may be, Conversion Rights shall be exercised subject in each case to any applicable fiscal or other laws or regulations applicable in the jurisdiction in which the specified office of the Paying, Transfer and Conversion Agent to whom the relevant Settlement Notice or Conversion Notice is delivered is located.

If such delivery of the relevant Bond and Settlement Notice or, as the case may be, Conversion Notice is made after the end of normal business hours or on a day which is not a business day in the place of the specified office of the relevant Paying, Transfer and Conversion Agent, such delivery shall be deemed for all purposes of these Conditions to have been made on the next following such business day in the relevant place as aforesaid.

Any determination as to whether any Settlement Notice or Conversion Notice has been duly completed and properly delivered shall be made by the Issuer and shall, save in the case of manifest error, be conclusive and binding on the Trustee, the Paying, Transfer and Conversion Agents, the Registrar and the relevant Bondholder.

Settlement Rights or, as the case may be, Conversion Rights may only be exercised in respect of the Authorised Denomination of a Bond.

A Settlement Notice or a Conversion Notice, once delivered, shall be irrevocable.

The date on which a Settlement Notice or Conversion Notice is given (or deemed to be given) pursuant to the foregoing shall be the "**Settlement Notice Date**" or "**Conversion Notice Date**", respectively.

The "**Settlement Date**" (in respect of an exercise of Settlement Rights) shall be the business day in Stockholm immediately following the Settlement Notice Date. The "**Conversion Date**" (in respect of an exercise of Conversion Rights) shall be (subject as provided in Condition 6(c)) the business day in Stockholm immediately following the Conversion Notice Date.

The Issuer shall pay all capital, stamp, issue and registration and transfer taxes and duties payable in the Kingdom of Sweden, or in any other jurisdiction in which the Issuer may be domiciled or resident or to whose taxing jurisdiction it may be generally subject, in respect of the issue or transfer and delivery of any B Shares in respect of such exercise of Conversion Rights ("**Specified Taxes**"). If the Issuer shall fail to pay any Specified Taxes, the relevant holder shall be entitled to tender and pay the same and the Issuer as a separate and independent stipulation, covenants to reimburse and indemnify each Bondholder in respect of any payment thereof and any penalties payable in respect thereof.

A Bondholder exercising Settlement Rights or Conversion Rights, as the case may be, must pay directly to the relevant authorities any capital, stamp, issue, registration and transfer taxes and duties arising on the exercise of Settlement Rights or Conversion Rights, as the case may be (other than any Specified Taxes). A Bondholder must also pay all, if any, taxes imposed on it and arising by reference to any disposal or deemed disposal by it of a Bond or interest therein in connection with the exercise of Settlement Rights or Conversion Rights, as the case may be, or by reference to any disposal or deemed disposal of B Shares, by it (other than any Specified Taxes). Any such capital, stamp, issue, registration, transfer taxes or duties or other taxes payable by a Bondholder are referred to as "**Bondholder Taxes**".

Neither the Trustee, the Calculation Agent, the Registrar nor any Paying, Transfer and Conversion Agent shall be responsible for determining whether any Specified Taxes or Bondholder Taxes are payable or the amount thereof and shall not be responsible or liable for any failure by the Issuer to pay such Specified Taxes or by a Bondholder to pay such Bondholder Taxes.

(i) *B Shares*

The person or persons specified for such purpose in the relevant Conversion Notice will become the holder of record of the number of B Shares issuable upon conversion with effect from the date such person or persons is /are registered in the Issuer's share register through registration in the share accounts maintained with Euroclear (the "**Registration Date**"). Registration in the share register maintained with Euroclear will occur following registration of such B Shares with the Swedish Companies Registration Office. The B Shares issued and registered upon conversion of the Bonds will be fully-paid, and will in all respects rank *pari passu* with the B Shares in issue on the relevant Registration Date except that such B Shares will not rank for any dividend or other distribution declared, paid or made by reference to a record date or other due date for establishment of entitlement prior to such Registration Date.

Prior to the Registration Date, such B Shares will be registered in the Issuer's share register on an interim basis (*Sw. Interimsaktie*) in accordance with the Rules and will entitle holders to exercise voting rights.

The Issuer will fulfil its obligations in connection with any Conversion Notice received in respect of the exercise of Conversion Rights by the allotment and issue of new B Shares. Delivery of the new B Shares will be made solely by book-entry with Euroclear and no physical share certificate will be delivered in respect of any B Share.

The Issuer will take all reasonable steps to apply for such registration no later than the tenth business day in Stockholm following the relevant Conversion Date (the "**Scheduled Settlement Date**") (and will procure that the relevant application for registration is made by no later than the fifth business day in Stockholm prior to the Scheduled Settlement Date). If a Conversion Date is deemed to be adjusted in the circumstances provided in Condition 6(c), the Issuer shall use all reasonable endeavours to cancel the original application for registration with the Swedish Companies Registration Office and to procure the registration with the Swedish Companies Registration Office of all the B Shares to be issued as soon as practicable and in any event no later than the Scheduled Settlement Date (determined on the basis of the adjusted Conversion Date).

(j) *Interest on Conversion or Settlement*

Save as provided below, no payment or adjustment shall be made on exercise of Settlement Rights or, as the case may be, Conversion Rights for any interest which otherwise would have accrued on the relevant Bonds since the last Interest Payment Date preceding the Settlement Date or, as the case may be, Conversion Date relating to such Bonds (or, if such Settlement Date or, as the case may be, Conversion Date falls before the first Interest Payment Date, since the Closing Date).

If any notice requiring the redemption of the Bonds is given pursuant to Condition 7(b) or 7(c) on or after the fifteenth business day in Stockholm prior to a record date or other due date for establishment of entitlement which has occurred since the last Interest Payment Date (or in the case of the first Interest Period, since the Closing Date) in respect of any Dividend or distribution payable in respect of the B Shares where such notice specifies a date for redemption falling on or prior to the date which is 14 business days in Stockholm after the Interest Payment Date next following such record date or other due date for establishment of entitlement, interest shall accrue at the rate provided in Condition 5(a) on Bonds in respect of which Settlement Rights or, as the case may be, Conversion Rights shall have been exercised and in respect of which the Settlement Date or, as the case may be, Conversion Date falls after such record date or other due date for establishment of entitlement and on or prior to the Interest Payment Date next following such record date in respect of such Dividend or distribution, in each case from and including the preceding Interest Payment Date (or, if such Settlement Date or, as the case may be, Conversion Date falls before the first Interest Payment Date, from the Closing Date) to but excluding such Settlement Date or, as the case may be, Conversion Date.

The Issuer shall pay any such interest by not later than 10 business days in Stockholm after the relevant Settlement Date or, as the case may be, Conversion Date by transfer to a Swedish Krona account with a bank in Stockholm in accordance with instructions given by the relevant Bondholder in the relevant Settlement Notice or, as the case may be, Conversion Notice.

(k) *Purchase or Redemption of B Shares*

The Issuer or any Subsidiary of the Issuer may exercise such rights as they may from time to time enjoy to purchase or redeem or buy back any shares of the Issuer (including B Shares) or any depositary or other receipts or certificates representing the same without the consent of the Bondholders.

(l) *No Duty to Monitor*

None of the Trustee, the Calculation Agent, the Principal Paying, Transfer and Conversion Agent or the Registrar shall be under any duty to monitor whether any event or circumstance has happened or exists or may happen or exist and which requires or may require an adjustment to be made to the Conversion Price and will not be responsible or liable to any person for any loss arising from any failure by it to do so, nor shall the Trustee, the Principal Paying, Transfer and Conversion Agent, the Registrar or the Calculation Agent be responsible or liable to any person (other than in the case of the Calculation Agent, to the Issuer strictly in accordance with the relevant provisions of the Calculation Agency Agreement) for any determination of whether or not an adjustment to the Conversion Price is required or should be made nor as to the determination or calculation of any such adjustment.

(m) *Consolidation, Amalgamation or Merger*

Without prejudice to Condition 6(b)(x), in the case of any consolidation, amalgamation or merger of the Issuer with any other corporation (other than constituting a Change of Control or a consolidation, amalgamation or merger in which the Issuer is the continuing corporation) (a "**Successor in Business**"), the Issuer will forthwith give notice thereof to Bondholders and to the Trustee of such event and will take such steps as shall be required, subject to applicable law (including the execution of a deed supplemental to or amending the Trust Deed):

- (i) to ensure that the Successor in Business is substituted in place of the Issuer as the principal debtor under the Bonds and the Trust Deed;
- (ii) to ensure that each Bond then outstanding will (during the period in which Conversion Rights may be exercised) be convertible into equity share capital (or similar) of the Successor in Business, on such basis and with a Conversion Price (subject to adjustment as provided in these Conditions) as determined by an Independent Adviser (each a "**Conversion Right Transfer**"); and
- (iii) to ensure that the Trust Deed (as so amended or supplemented if applicable) and the Conditions provide substantially the same or equivalent powers, protections, rights and benefits to the Trustee and the Bondholders following the implementation of such consolidation, amalgamation or merger as they provided to the Trustee and the Bondholders prior to the implementation of such consolidation, amalgamation or merger, *mutatis mutandis*, as determined by an Independent Adviser.

The satisfaction of the requirements set out in subparagraphs (i), (ii) and (iii) of this Condition 6(m) by the Issuer is herein referred to as a "**Permitted Merger**". Notwithstanding any other provision of these Conditions, a Permitted Merger shall not result in a breach of undertaking, constitute an Event of Default or otherwise result in any breach of any provision of these Conditions or the Trust Deed. Following the occurrence of a Permitted Merger, references in these Conditions, the Trust Deed and the Agency

Agreement to the "Issuer" will be construed as references to the relevant Successor in Business.

At the request of the Issuer, but subject to the Issuer's compliance with the provisions of subparagraph (i), (ii) and (iii) of this Condition 6(m), the Trustee shall (at the expense of the Issuer), without the requirement for any consent or approval of the Bondholders, be obliged to concur with the Issuer in using its reasonable endeavours to effect any Conversion Right Transfer and the substitution and other amendments referred to in (i) and (iii) above (including, *inter alia*, the execution of a deed supplemental to or amending the Trust Deed), provided that the Trustee shall not be obliged so to concur if in the opinion of the Trustee doing so would (i) impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the rights and/or protective provisions afforded to it in these Conditions, the Trust Deed or the Agency Agreement (including, for the avoidance of doubt, any supplemental trust deed or supplemental agency agreement) in any way or (ii) expose it to any liability against which it has not been indemnified and/or secured and/or prefunded to its satisfaction.

If, following consultation with the Calculation Agent, any doubt shall arise as to how determinations, calculations or adjustments as specifically required to be performed by the Calculation Agent in these Conditions should be performed following any such consolidation, amalgamation or merger, a written opinion of an Independent Adviser in respect thereof shall be conclusive and binding on the Successor in Business, the Issuer, the Trustee, the Bondholders, the Calculation Agent and all other parties, save in the case of manifest error.

The above provisions of this Condition 6(m) will apply, *mutatis mutandis*, to any subsequent consolidations, amalgamation or mergers.

## 7. Redemption and Purchase

### (a) *Final Redemption*

Unless previously purchased and cancelled, redeemed or settled or converted as herein provided, the Bonds will be redeemed at their principal amount on the Maturity Date. The Bonds may only be redeemed at the option of the Issuer prior to the Maturity Date in accordance with Condition 7(b), (c) or (d) and Bondholders may only require the Issuer to redeem the Bonds prior to the Maturity Date in accordance with Condition 7(f).

### (b) *Redemption at the Option of the Issuer*

On giving not less than 30 nor more than 60 days' notice (an "**Optional Redemption Notice**") to the Bondholders in accordance with Condition 17, to the Trustee and the Principal Paying, Transfer and Conversion Agent, the Issuer may redeem all but not some only of the Bonds on the date (the "**Optional Redemption Date**") specified in the Optional Redemption Notice at their principal amount, together with accrued but unpaid interest up to (but excluding) the Optional Redemption Date:

- (i) at any time on or after 9 April 2024 (the "**First Call Date**"), if the Parity Value on each of at least 20 dealing days in any period of 30 consecutive dealing days ending no more than 7 dealing days prior to the giving of the relevant Optional Redemption Notice shall have exceeded SEK 2,600,000, as verified by the Calculation Agent upon request by the Issuer; or
- (ii) at any time if, prior to the date the relevant Optional Redemption Notice is given, Settlement Rights and/or Conversion Rights shall have been exercised and/or purchases (and corresponding cancellations) and/or redemptions effected in respect of 85 per cent. or more in principal amount of the Bonds originally issued (which shall for this purpose include any Further Bonds issued prior to the date the Optional Redemption Notice is given).

(c) *Redemption following non-passing of Shareholder Resolution*

The Issuer (i) may if the Original General Meeting has been held and the Shareholder Resolution has been presented but has not been passed at such Original General Meeting, or (ii) shall if the Original General Meeting has not been held, give notice (a "**Shareholder Event Notice**") to the Bondholders, the Trustee and the Principal Paying, Transfer and Conversion Agent in accordance with Condition 17 no later than the 10<sup>th</sup> business day in Stockholm after the Long Stop Date that it will redeem all but not some only of the Bonds on the date falling 5 business days in Stockholm after the end of the Fair Bond Value Determination Period (the "**Shareholder Event Redemption Date**") at the greater of (x) 102 per cent. of their principal amount, together with accrued but unpaid interest to (but excluding) the Shareholder Event Redemption Date and (y) 102 per cent. of the Fair Bond Value, together with accrued but unpaid interest to (but excluding) the Shareholder Event Redemption Date.

"**Fair Bond Value**" means, in respect of each Bond, as determined by an Independent Adviser, the arithmetic average (rounded to the nearest whole multiple of SEK 0.01, with SEK 0.005 being rounded upwards) of the fair market values (as determined by such Independent Adviser to be appropriate on the basis of a commonly accepted market valuation method and taking account of such factors as it considers appropriate, including without limitation the market price per B Share, the dividend yield of a B Share, the volatility of such market price, prevailing interest rates, the credit spread on other relevant bonds of the Issuer (if any) and the terms of the Bonds, and assuming for this purpose that the Shareholder Resolution had been passed prior to the start of the Fair Bond Value Determination Period) at the close of business on each dealing day during the Fair Bond Value Determination Period.

"**Fair Bond Value Determination Period**" means the period of 5 consecutive dealing days commencing on the dealing day following the date of the Shareholder Event Notice.

"**Shareholder Resolution**" means one or more resolutions duly passed, approved or adopted at a General Meeting of the Issuer's shareholders approving the Board of Directors' resolution to make the Bonds convertible into B Shares whilst disapplying shareholders' preferential subscription rights entailing an increase in share capital of the Issuer.

(d) *Redemption for Taxation Reasons*

At any time the Issuer may, having given not less than 30 nor more than 60 days' notice (a "**Tax Redemption Notice**") to the Bondholders in accordance with Condition 17, the Trustee and the Principal Paying, Transfer and Conversion Agent redeem (subject to the second following paragraph) all but not some only of the Bonds for the time being outstanding on the date (the "**Tax Redemption Date**") specified in the Tax Redemption Notice at their principal amount, together with accrued but unpaid interest to (but excluding) such date, if (i) the Issuer has or will become obliged to pay additional amounts on the Bonds pursuant to Condition 9 as a result of any change in, or amendment to, the laws or regulations in the Relevant Jurisdiction or any political subdivision or any authority thereof or therein having power to tax, or any change in the general application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after 12 March 2021, and (ii) such obligation cannot be avoided by the Issuer, taking reasonable measures available to it, provided that no Tax Redemption Notice shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Bonds then due. Prior to the publication of any Tax Redemption Notice, the Issuer shall deliver to the Trustee (a) a certificate signed by an Authorised Signatory of the Issuer stating that the obligation referred to in (i) above cannot be avoided by the Issuer taking reasonable measures available to it and (b) an opinion of independent legal or tax advisers of recognised international standing (which may be addressed to the Issuer) to the effect that such change or amendment has occurred and that the Issuer has or will be obliged to pay such additional amounts as a result thereof (irrespective of whether such amendment or change is then effective) and the Trustee shall be entitled to accept such certificate and

opinion without any liability for so doing as sufficient evidence of the matters set out in (i) and (ii) above, in which event such certificate and opinion shall be conclusive and binding on the Bondholders.

On the Tax Redemption Date, the Issuer shall (subject to the next following paragraph) redeem the Bonds at their principal amount, together with accrued but unpaid interest to (but excluding) such date.

If the Issuer gives a Tax Redemption Notice, each Bondholder will have the right to elect that its Bonds shall not be redeemed pursuant to such Tax Redemption Notice and that the provisions of Condition 9 shall not apply in respect of any payment to be made on such Bonds which falls due after the relevant Tax Redemption Date, whereupon no additional amounts shall be payable in respect thereof pursuant to Condition 9 and payment of all amounts on such Bonds shall be made subject to the deduction or withholding of any taxation imposed by the Relevant Jurisdiction required to be withheld or deducted. To exercise such right, the holder of the relevant Bond must complete, sign and deposit at the specified office of any Paying, Transfer and Conversion Agent a duly completed and signed notice of election, in the form for the time being current, obtainable from the specified office of any Paying, Transfer and Conversion Agent (or such other form as is acceptable to the Paying, Transfer and Conversion Agent) together with the relevant Bonds on or before the day falling 10 days prior to the Tax Redemption Date. If such delivery is made after the end of normal business hours or on a day which is not a business day in the place of the specified office of the relevant Paying, Transfer and Conversion Agent, such delivery shall be deemed for all purposes of these Conditions to have been made on the next following such business day. Any Bond so deposited shall be returned by the relevant Paying, Transfer and Conversion Agent to the relevant Bondholder on the Tax Redemption Date endorsed to reflect the election made by such Bondholder, provided that if the deposited Bond becomes immediately due and payable before that date, the Paying, Transfer and Conversion Agent concerned shall mail the Bond by uninsured post to, and at the risk and expense of, the relevant Bondholder.

(e) *Optional Redemption, Shareholder Event Notice and Tax Redemption Notices*

The Issuer shall not give an Optional Redemption Notice or Tax Redemption Notice at any time during a Relevant Event Period or an Offer Period or which specifies a date for redemption falling in a Relevant Event Period or an Offer Period or the period of 21 days following the end of a Relevant Event Period or Offer Period (whether or not the relevant notice was given prior to or during such Relevant Event Period or Offer Period), and any such notice shall be invalid and of no effect (whether or not given prior to the Relevant Event Period or Offer Period) and the relevant redemption shall not be made.

Any Optional Redemption Notice or Tax Redemption Notice shall be irrevocable. Any such notice shall specify (i) the Optional Redemption Date, the Shareholder Event Redemption Date or, as the case may be, the Tax Redemption Date which shall be a business day in Stockholm and, the price at which the Bonds will be redeemed, (ii) the Conversion Price, the aggregate principal amount of the Bonds outstanding and the Closing Price of the B Shares, in each case as at the latest practicable date prior to the publication of the Optional Redemption Notice, Shareholder Event Notice or, as the case may be, the Tax Redemption Notice and (iii) the last day on which Settlement Rights or, as the case may be, Conversion Rights may be exercised by Bondholders.

**"Offer Period"** means (i) any period commencing on the date of first public announcement of an offer or tender (howsoever described) by any person or persons in respect of all or a majority of the issued and outstanding B Shares and ending on the date that offer or tender ceases to be open for acceptance or, if earlier, on which that offer or tender lapses or terminates or is withdrawn or (ii) any period commencing on the date of first public announcement of a Scheme of Arrangement relating to the acquisition of all or a majority of the issued and outstanding B Shares and ending on the date such Scheme of Arrangement is or becomes effective or, if earlier, the date such Scheme of Arrangement is cancelled or terminated.

(f) *Redemption at the Option of Bondholders upon a Relevant Event*

Following the occurrence of a Relevant Event, the holder of each Bond will have the right to require the Issuer to redeem that Bond on the Put Date at its principal amount, together with accrued and unpaid interest to (but excluding) such date. To exercise such right, the holder of the relevant Bond must deliver such Bond to the specified office of any Paying, Transfer and Conversion Agent, together with a duly completed and signed notice of exercise in the form for the time being current obtainable from the specified office of any Paying, Transfer and Conversion Agent (or such other form as is acceptable to the Paying, Transfer and Conversion Agent) (a "**Put Exercise Notice**"), at any time during the Relevant Event Period. If such delivery is made after the end of normal business hours or on a day which is not a business day in the place of the specified office of the relevant Paying, Transfer and Conversion Agent, such delivery shall be deemed for all purposes of these Conditions to have been made on the next following such business day. The "**Put Date**" shall be the tenth business day in Stockholm after the expiry of the Relevant Event Period.

Payment in respect of any such Bond shall be made on the Put Date by transfer to a Swedish Krona account with a bank in Stockholm as specified by the relevant Bondholder in the relevant Put Exercise Notice.

A Put Exercise Notice, once delivered, shall be irrevocable and the Issuer shall, subject as provided above, redeem all Bonds the subject of Put Exercise Notices delivered as aforesaid on the Put Date.

(g) *Purchase*

Subject to the requirements (if any) of any stock exchange or securities market on which the Bonds may be admitted to listing and trading at the relevant time and subject to compliance with applicable laws and regulations, the Issuer or any Subsidiary of the Issuer may at any time purchase any Bonds in the open market or otherwise at any price. The Bonds so purchased, while held by or on behalf of the Issuer or any of its Subsidiaries, shall not entitle the holder to vote at any meetings of the Bondholders and shall be deemed not to be outstanding for the purposes of (among other things) calculating quorums at meetings of the Bondholders or for the purposes of Condition 14.

(h) *Cancellation*

All Bonds which are redeemed or in respect of which Conversion Rights or Settlement Rights are exercised will be cancelled and may not be reissued or resold. Subject to the requirements (if any) of any stock exchange or securities market on which the Bonds may be admitted to listing and/or trading at the relevant time and subject to compliance with all applicable laws and regulations, Bonds purchased by the Issuer or any of its Subsidiaries may be held or re-sold by the Issuer or submitted for cancellation by the Issuer or its Subsidiaries, in each case, at the Issuer's discretion.

(i) *Multiple Notices*

If more than one notice of redemption is given pursuant to this Condition 7, the first of such notices to be given shall prevail, save that a notice given pursuant to Condition 7(f) shall prevail over a notice given pursuant to Condition 7(b), 7(c) or 7(d) in circumstances where the Put Date falls prior to the Optional Redemption Date, Shareholder Event Redemption Date or Tax Redemption Date, as the case may be.

8. **Payments**

(a) *Principal*

Payments of principal and interest in respect of the Bonds will be made to the persons shown in the Register at the close of business on the Record Date.



(b) *Other amounts*

Payments of all amounts will be made as provided in these Conditions.

(c) *Record Date*

**"Record Date"** means the fifth business day, in the place of the specified office of the Registrar, before the due date for the relevant payment.

All payments in respect of Bonds represented by the Global Bond will be made to, or to the order of, the person whose name is entered in the Register at the close of business on the Clearing System Business Day immediately prior to the date of payment, where "Clearing System Business Day" means Monday to Friday inclusive except 25 December and 1 January, and the term "Record Date" shall be construed accordingly.

(d) *Payments*

Each payment in respect of the Bonds pursuant to Condition 8(a) and (b) will be made in Swedish Krona by transfer to a Swedish Krona account maintained by the payee with a bank in a Stockholm.

Payment instructions (for value on the due date or, if that is not a business day, for value the first following day which is a business day) will be initiated on the business day preceding the due date for payment (for value the next business day).

(e) *Payments subject to fiscal laws*

All payments in respect of the Bonds are subject in all cases (i) to any applicable fiscal or other laws and regulations applicable thereto in the place of payment but without prejudice to Condition 9 and (ii) to any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations or agreements thereunder or official interpretations thereof ("**FATCA**") or any law implementing an intergovernmental approach to FATCA.

(f) *Delay in payment*

Bondholders will not be entitled to any interest or other payment for any delay after the due date in receiving the amount due as a result of the due date not being a business day.

(g) *Business Days*

In this Condition, "business day" means a day (other than a Saturday or Sunday) which is a business day in Stockholm and (where surrender of the relevant Bond is required pursuant to these Conditions as a precondition to payment) which is a business day in the place of the specified office of the Paying, Transfer and Conversion Agent to whom the relevant Bond is surrendered.

(h) *Paying, Transfer and Conversion Agents, etc.*

The initial Paying, Transfer and Conversion Agents and Registrar and their initial specified offices are listed below. The Issuer reserves the right under the Agency Agreement at any time, with the prior written approval of the Trustee, to vary or terminate the appointment of any Paying, Transfer and Conversion Agent or the Registrar and appoint additional or other Paying, Transfer and Conversion Agents or another Registrar, provided that the Issuer will (i) maintain a Principal Paying, Transfer and Conversion Agent, and (ii) maintain a Registrar with a specified office outside the United Kingdom. Notice of any change in the Paying, Transfer and Conversion Agents or the Registrar or their specified offices will promptly be given by the Issuer to the Bondholders in accordance with Condition 17, the Trustee and the Principal Paying, Transfer and Conversion Agent. The Issuer reserves the right, subject to the prior written approval of the Trustee, under the Calculation Agency Agreement at any time to vary or terminate the

appointment of the Calculation Agent and appoint additional or other Calculation Agents, provided that it will maintain a Calculation Agent which shall be a financial institution of international repute or a financial adviser with appropriate expertise. Notice of any change in the Calculation Agent will promptly be given by the Issuer to Bondholders in accordance with Condition 17, the Trustee and the Principal Paying, Transfer and Conversion Agent.

(i) *No charges*

Neither the Registrar nor the Paying, Transfer and Conversion Agents shall make or impose on a Bondholder any charge or commission in relation to any payment, transfer or conversion in respect of the Bonds.

(j) *Fractions*

When making payments to Bondholders, if the relevant payment is not of an amount which is a whole multiple of the smallest unit of the relevant currency in which such payment is to be made, such payment will be rounded down to the nearest unit.

The Bonds on issue will be represented by a global bond (the "**Global Bond**") registered in the nominee name of a common depository and held by such common depository for Euroclear Bank SA/NV and/or Clearstream Banking, S.A..

9. **Taxation**

All payments made by or on behalf of the Issuer in respect of the Bonds shall be made free from any restriction or condition and be made without deduction or withholding for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by, or on behalf of the Relevant Jurisdiction or any political subdivision or any authority thereof or therein having power to tax, unless deduction or withholding of such taxes, duties, assessments or governmental charges is required to be made by law.

In the event that any such withholding or deduction is required to be made, the Issuer will pay such additional amounts as will result in the receipt by the Bondholders of the amounts which would otherwise have been receivable had no such withholding or deduction been required, except that no such additional amount shall be payable in relation to any payment in respect of any Bond to a holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Bond by reason of his having some connection with the Relevant Jurisdiction otherwise than merely by holding the Bond or by the receipt of any amounts in respect of the Bond.

References in these Conditions to principal and/or interest and/or any other amounts payable in respect of the Bonds shall be deemed also to refer to any additional amounts which may be payable under this Condition or any undertaking or covenant given in addition thereto or in substitution therefor pursuant to the Trust Deed.

The requirement to pay additional amounts under this Condition 9 shall not apply in respect of any payments which fall due after the relevant Tax Redemption Date in respect of any Bonds which are the subject of a Bondholder election pursuant to Condition 7(d).

Notwithstanding any other provision of these Conditions, in no event will the Issuer be required to pay any additional amounts in respect of the Bonds for, or on account of, any withholding or deduction required pursuant to FATCA (including pursuant to any agreement described in Section 1471(b) of the Code) or any law implementing an intergovernmental approach to FATCA.

10. **Events of Default**

If any of the following events (each an "**Event of Default**") occurs and is continuing, the Trustee at its discretion may, and if so requested by the holders of at least one-quarter in principal amount of the Bonds then outstanding or if so directed by an Extraordinary Resolution and provided in each case that it is indemnified and/or secured and/or prefunded to its satisfaction shall, give notice to the Issuer that the Bonds are, and they shall accordingly immediately become due and repayable

at their principal amount together with accrued interest (if any) up to (but excluding) the date of payment:

- (a) **Non-Payment:** the Issuer fails to pay the principal of or any interest on or any other amount in respect of any of the Bonds when due and such failure continues for a period of 7 days in the case of principal and 14 days in the case of interest or any other amount (other than interest); or
- (b) **Non-delivery of B Shares:** the Issuer fails to deliver B Shares when required to do so upon exercise of Conversion Rights and such failure continues for a period of 7 days; or
- (c) **Breach of Other Obligations:** the Issuer does not perform, comply with or observe any one or more of its other obligations under the Bonds or the Trust Deed which default is incapable of remedy or, if in the opinion of the Trustee capable of remedy, is not in the opinion of the Trustee remedied within 30 days after notice of such default shall have been given to the Issuer by the Trustee; or
- (d) **Cross-Default:**
  - (i) any present or future indebtedness of the Issuer or any of its Material Subsidiaries for or in respect of moneys borrowed or raised becomes due and payable prior to its stated maturity by reason of any default or event of default (howsoever described), or
  - (ii) any such indebtedness is not paid when due or, as the case may be, within any originally applicable grace period, or
  - (iii) the Issuer or any of its Material Subsidiaries fails to pay when due (or within any originally 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, provided that the aggregate amount of the relevant indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned above in this Condition 10(d) have occurred equals or exceeds SEK 250 million or its equivalent (on the basis of the middle spot rate for the relevant currency or currencies); or
- (e) **Unsatisfied judgment:** a distress, attachment, execution or other legal process is levied, enforced or sued out on or against the whole or, in the opinion of the Trustee, any substantial part of the property, assets or revenues of the Issuer or any of its Material Subsidiaries and is not discharged or stayed within 30 days; or
- (f) **Security Enforced:** any mortgage, charge, pledge, lien or other encumbrance, present or future, created or assumed by the Issuer or any of its Material Subsidiaries over assets with a value, individually in the aggregate, in excess of SEK 250 million becomes enforceable and any step is taken to enforce it (including the taking of possession or the appointment of a receiver, administrative receiver, administrator manager or other similar person) and is not discharged or stayed within 30 days; or
- (g) **Insolvency:** the Issuer or any of its Material Subsidiaries is (or is deemed by law or a court to be) insolvent or bankrupt or unable to pay its debts, stops, suspends or publicly announces its intention to stop or suspend payment of all or, in the opinion of the Trustee, a material part of (or of a particular type of) its debts, proposes or makes any agreement for the deferral, rescheduling or other readjustment of all of (or a material part of a particular type 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 of such debts or a moratorium is agreed or declared or comes into effect in respect of or affecting all or, in the opinion of the Trustee, any substantial part of (or of a particular type of) the debts of the Issuer or any of its Material Subsidiaries except (i) for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation on terms approved by the Trustee or by an Extraordinary Resolution, (ii) for the purposes of, or pursuant to, a Permitted Merger, or (iii) in the case of a Material Subsidiary, whereby

the undertaking and assets of the Material Subsidiary are transferred to or otherwise vested in the Issuer or another of its Subsidiaries; or

- (h) **Winding up etc:** an administrator is appointed, an order is made or an effective resolution passed for the winding-up or dissolution or administration of the Issuer or any of its Material Subsidiaries (and such order is not discharged within 30 days), except (i) for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation on terms approved by the Trustee or by an Extraordinary Resolution of the Bondholders, or (ii) in the case of a Material Subsidiary, whereby the undertaking and assets of the Material Subsidiary are transferred to or otherwise vested in the Issuer or another of its Subsidiaries; or
- (i) **Illegality:** it is or will become unlawful for the Issuer to perform or comply with any one or more of its obligations under any of the Bonds; or
- (j) **Cessation of Business:** if the Issuer or any of its Material Subsidiaries ceases (or, through an official action of the board of directors of the Issuer or any such Material Subsidiary, threatens by expressing a clear and unequivocal intention to cease) in one or more related transactions, to carry on business or businesses which together comprise all or substantially all of the business of the Issuer and its Subsidiaries taken as a whole, except (i) for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation on terms approved by the Trustee or by an Extraordinary Resolution, (ii) for the purposes of, or pursuant to, a Permitted Merger, or (iii) in connection with any substitution undertaken in accordance with Condition 14; or
- (k) **Analogous Events:** any event occurs which under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in any of the foregoing paragraphs of this Condition 10,

provided that, in the case of any event as is specified in Conditions 10(c) to 10(f) and 10(j) and, in relation to any Material Subsidiary only, 10(g) and 10(h), and in relation to 10(k) only to the extent that any of the events referred to in any of the paragraphs preceding Condition 10(k) in this Condition 10 are subject to a requirement to provide such certification, the Trustee shall have certified to the Issuer that such Event of Default is in its opinion materially prejudicial to the interests of Bondholders.

#### 11. **Undertakings**

- (a) The Issuer undertakes to convene a general meeting of its shareholders to be held on 26 April 2021 and in any event not later than the Long Stop Date (the "**Original General Meeting**"), and to put to the B Shareholders for approval at such meeting one or more resolutions to approve the Board of Directors' resolution to make the Bonds convertible into B Shares whilst disapplying shareholders' preferential subscription rights entailing an increase in share capital of the Issuer to satisfy the exercise of Conversion Rights in full (assuming a Physical Settlement Notice has been given and on the basis that a number of new B Shares are issuable upon conversion). In the event that the Shareholder Resolution is not passed at the Original General Meeting, the Issuer shall be entitled to propose the Shareholder Resolution at a subsequent general meeting of its shareholders (each the Original General Meeting and any such subsequent general meeting of its shareholders, a "**General Meeting**").
- (b) The Issuer undertakes to use all reasonable endeavours to obtain by not later than the date falling 90 days after the Closing Date and thereafter maintain the admission to trading of the Bonds on the Open Market (*Freiverkehr*) of the Frankfurt Stock Exchange (or another internationally recognised, regularly operating, regulated or non-regulated, stock exchange or securities market) as may be selected by the Issuer, provided that if the Issuer is unable to maintain such admission to trading as aforesaid, the Issuer undertakes to use all reasonable endeavours to obtain and maintain a listing and/or admission to trading for the Bonds on such other internationally recognised, regularly operating, regulated or non-regulated, stock exchange or securities market as the Issuer may from time to time determine. The Issuer will forthwith give notice to the Bondholders in accordance with

Condition 17 and to the Trustee of any such admission to trading of the Bonds on any of such stock exchanges or securities markets.

- (c) Whilst any Settlement Right or Conversion Right remains exercisable, the Issuer will, save with the approval of an Extraordinary Resolution or with the prior written approval of the Trustee where, in its opinion, it is not materially prejudicial to the interests of the Bondholders to give such approval:
- (i) not issue or pay up any Securities, in either case by way of capitalisation of profits or reserves, other than:
- (A) pursuant to a Scheme of Arrangement involving a reduction and cancellation of B Shares and the issue to B Shareholders of an equal number of B Shares by way of capitalisation of profits or reserves; or
  - (B) pursuant to or in connection with a Newco Scheme; or
  - (C) by the issue of fully paid B Shares or other Securities to B Shareholders and other holders of shares in the capital of the Issuer which by their terms entitle the holders thereof to receive shares or other Securities on a capitalisation of profits or reserves; or
  - (D) by the issue of fully paid B Shares, issued wholly, ignoring fractional entitlements, in lieu of the whole or part of a Dividend in cash; or
  - (E) by the issue of B Shares or any equity share capital to, or for the benefit of, employees or former employees, director or executive holding or formerly holding executive office (including directors holding or formerly holding executive office or non-executive office, consultants or former consultants or the personal service company of any such person) or their spouses or relatives, in each case of the Issuer or any of its Subsidiaries or any associated company or to a trustee or nominee to be held for the benefit of any such person, in any such case pursuant to an employee, director or executive share or option or incentive scheme whether for all employees, directors or executives or any one or more of them,
- ((A) to (E) above, a "**Permitted Issue**"). unless, in any such case, the same constitutes a Dividend or otherwise falls to be taken into account for a determination as to whether an adjustment is to be made to the Conversion Price pursuant to Condition 6(b), regardless of whether in fact an adjustment falls to be made in respect of the relevant capitalisation, gives rise (or would, but for the provisions of Condition 6(f) relating to roundings and minimum adjustments or the carry forward of adjustments, give rise) to an adjustment to the Conversion Price;
- (ii) not modify the rights attaching to the B Shares with respect to voting, dividends or liquidation nor issue any other class of equity share capital carrying any rights which are more favourable than the rights attaching to the B Shares but so that nothing in this Condition 11(c) shall prevent:
- (A) any consolidation, reclassification, redesignation or subdivision of the B Shares; or
  - (B) any modification of such rights which is not, in the opinion of an Independent Adviser, materially prejudicial to the interests of the holders of the Bonds; or
  - (C) any issue of equity share capital where the issue of such equity share capital results, or would, but for the provisions of Condition 6(f) relating to roundings and minimum adjustments or the carry forward of adjustments or, where comprising B Shares, the fact that the

consideration per B Share receivable therefor is at least 95 per cent. of the Current Market Price per B Share at the relevant time for determination thereof pursuant to the relevant provisions of Condition 6(b), otherwise result, in an adjustment to the Conversion Price; or

- (D) any issue of equity share capital or modification of rights attaching to the B Shares, where prior thereto the Issuer shall have instructed an Independent Adviser to determine what (if any) adjustments should be made to the Conversion Price as being fair and reasonable to take account thereof and such Independent Adviser shall have determined either that no adjustment is required or that an adjustment resulting in a decrease in the Conversion Price is required and, if so, the new Conversion Price as a result thereof and the basis upon which such adjustment is to be made and, in any such case, the date on which the adjustment shall take effect (and so that the adjustment shall be made and shall take effect accordingly); or
  - (E) any alteration to the articles of association of the Issuer made in connection with the matters described in this Condition 11 or which is supplemental or incidental to any of the foregoing (including any amendment made to enable or facilitate procedures relating to such matters and any amendment dealing with the rights and obligations of holders of Securities, including B Shares, dealt with under such procedures); or
  - (F) any amendment of the articles of association of the Issuer (or other constitutional document) of the Issuer following or in connection with a Change of Control to ensure that any Bondholder exercising Conversion Rights where the Conversion Date falls on or after the occurrence of a Change of Control will receive, in whatever manner, the same consideration for the B Shares arising on such exercise as it would have received in respect of any B Shares had such B Shares been entitled to participate in the relevant Scheme of Arrangement or to have been submitted into, and accepted pursuant to, the relevant offer or tender (a "**Change of Control Conversion Right Amendment**"); or
  - (G) a Permitted Issue;
- (iii) except as part of or in connection with or pursuant to any employee, director or executive share or option or incentive scheme (whether for all employees, directors or executives or any one or more of them), procure that no Securities (whether issued by the Issuer or any Subsidiary of the Issuer or procured by the Issuer or any Subsidiary of the Issuer to be issued or issued by any other person pursuant to any arrangement with the Issuer or any Subsidiary of the Issuer) issued without rights to convert into, or exchange or subscribe for, B Shares shall subsequently be granted such rights exercisable at a consideration per B Share which is less than 95 per cent. of the Current Market Price per B Share at the relevant time for determination thereof pursuant to the relevant provisions of Condition 6(b) unless the same gives rise (or would, but for the provisions of Condition 6(f) relating to roundings and minimum adjustments or the carry forward of adjustments, give rise) to an adjustment to the Conversion Price and that at no time shall there be in issue B Shares of differing nominal values, save where such B Shares have the same economic rights:
  - (iv) not make any issue, grant or distribution or take or omit to take any other action if the effect thereof would be that, on the exercise of Conversion Rights, B Shares could not, under any applicable law then in effect, be legally issued as fully paid;
  - (v) not reduce its issued share capital, share premium account, or any uncalled liability in respect thereof, or any non-distributable reserves, except:

- (A) pursuant to the terms of issue of the relevant share capital; or
- (B) by means of a purchase or redemption of share capital of the Issuer to the extent permitted by applicable law; or
- (C) as permitted by the Swedish Companies Act, Chapter 20, Section 35, sub-sections 1 and 2 implying coverage of losses (*Sw. Förlusttäckning*) in case of no non-restricted equity and increase of share capital by a bonus issue (*Sw. Fondemission*);
- (D) where the reduction does not involve any distribution of assets; or
- (E) solely in relation to a change in the currency in which the nominal value of the B Shares is expressed; or
- (F) to create distributable reserves; or
- (G) pursuant to a Scheme of Arrangement involving a reduction and cancellation of B Shares and the issue to B Shareholders of an equal number of B Shares by way of capitalisation of profits or reserves; or
- (H) as provided in Condition 11(i); or
- (I) pursuant to a Newco Scheme; or
- (J) by way of transfer to reserves as permitted under applicable law; or
- (K) where the reduction is permitted by applicable law and the Trustee, acting on the advice of an Independent Adviser (acting as an expert and upon which advice the Trustee may rely absolutely and without liability), determines that in its opinion the interests of the Bondholders will not be materially prejudiced by such reduction; or
- (L) where the reduction is permitted by applicable law and results (or, in the case of a reduction in connection with a Change of Control, will result) in (or would, but for the provisions of Condition 6(f) relating to roundings or the carry forward of adjustments, result in) an adjustment to the Conversion Price or is (or, in the case of a reduction in connection with a Change of Control, will be) otherwise taken into account for the purposes of determining whether such an adjustment should be made; or

provided that, without prejudice to the other provisions of these Conditions, the Issuer may exercise such rights as it may from time to time be entitled pursuant to applicable law to purchase, redeem or buy back its B Shares and any depositary or other receipts or certificates representing B Shares without the consent of Bondholders;

- (vi) if any offer (other than a Newco Offer) is made to all (or as nearly as may be practicable all) B Shareholders (or all (or as nearly as may be practicable all) B Shareholders other than the offeror and/or any parties acting together with the offeror or any associate of the offeror to acquire all or any part of the issued B Shares), or if any person proposes a scheme with regard to such acquisition (other than a Newco Scheme), give notice, unless prohibited by applicable law, of such offer or scheme to the Trustee and, in accordance with Condition 17, the Bondholders at the same time as any notice thereof is sent to the B Shareholders (or as soon as practicable thereafter) that details concerning such offer or scheme may be obtained from the specified offices of the Paying, Transfer and Conversion Agents and, where such an offer or scheme has been recommended by the board of directors of the Issuer, or where such an offer has become or been declared unconditional in all respects or such scheme has become effective, use all reasonable endeavours to procure that a like offer or scheme is extended to Bondholders and to the holders of any B Shares issued during the period of the

offer or scheme arising out of the exercise of the Conversion Rights pursuant to these Conditions (which like offer or scheme to Bondholders shall entitle Bondholders to receive the same type and amount of consideration they would have received had they held the number of B Shares to which such Bondholders would be entitled assuming Bondholders were to exercise Conversion Rights in the relevant Event Period);

- (vii) in the event of a Newco Scheme, take (or shall procure that there is taken) all necessary action to ensure that (to the satisfaction of the Trustee) immediately after completion of the Scheme of Arrangement:
- (A) at the Issuer's option, either (a) Newco is substituted under the Bonds and the Trust Deed as principal obligor in place of the Issuer (with the Issuer providing a guarantee); or (b) Newco becomes a guarantor under the Bonds and the Trust Deed;
  - (B) such amendments are made to these Conditions and the Trust Deed as are advised to the Trustee by the Independent Adviser, acting as an expert, are necessary to ensure that the Bonds may be converted into or exchanged for cash and/or ordinary shares or units or the equivalent in Newco (or depositary or other receipts or certificates representing ordinary shares or units or the equivalent in Newco) and/or a Cash Alternative Amount *mutatis mutandis* in accordance with and subject to these Conditions;
  - (C) the B shares or units or equivalent of Newco (or depositary or other receipts or certificates representing B shares or units or equivalents of Newco) are admitted to trading on a regulated, regularly operating, recognised stock exchange or securities market as determined by Newco; and
  - (D) the Trust Deed and the Conditions provide at least the same or equivalent powers, protections, rights, discretions and benefits to the Trustee and the Bondholders following the implementation of such Newco Scheme as they provided to the Trustee and the Bondholders prior to the implementation of the Newco Scheme, *mutatis mutandis*,

The Trustee shall (at the expense and direction of the Issuer) be obliged to concur in using its reasonable endeavours to effect such substitution or grant of such guarantee and in either case making any such amendments as specified by the Independent Adviser and approved by the Trustee, provided that the Trustee shall not be obliged so to concur if, in the opinion of the Trustee, doing so would (i) impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the rights and/or protective provisions afforded to the Trustee in these Conditions, the Trust Deed or the Agency Agreement (including, for the avoidance of doubt, any supplemental trust deed or supplemental agency agreement) in any way or (ii) expose it to any liability against which it has not been indemnified and/or secured and/or prefunded to its satisfaction.

- (viii) use all reasonable endeavours to ensure that the B Shares issued upon exercise of Conversion Rights, will, as soon as is practicable, be admitted to listing and to trading on the Relevant Stock Exchange and will be listed, quoted or dealt in, as soon as is practicable, on any other stock exchange or securities market on which the B Shares may then be listed or quoted or dealt in (but so that this undertaking shall be considered as not being breached as a result of a Change of Control (whether or not recommended or approved by the board of directors of the Issuer) that causes or gives rise to, whether following the operation of any applicable compulsory acquisition provision or otherwise, (including at the request of the person or persons controlling the Issuer as a result of the Change of Control) a de-listing of the B Shares);



- (ix) use all reasonable endeavours to ensure, at its own cost, that its issued and outstanding B Shares are admitted to listing on the Relevant Stock Exchange (but so that this undertaking shall be considered as not being breached as a result of a Change of Control (whether or not recommended or approved by the board of directors of the Issuer) that causes or gives rise to, whether following the operation of any applicable compulsory acquisition provision or otherwise, (including at the request of the person or persons controlling the Issuer as a result of the Change of Control) a de-listing of the B Shares);
- (x) ensure that all necessary steps are taken for the registration with the Swedish Companies Registration Office of the B Shares to be issued on conversion as soon as practicable following the relevant Conversion Date, and that on the business day in Stockholm immediately following such registration the Issuer will register or procure that there is registered in the Issuer's share register through registration in the share accounts maintained with Euroclear the person or persons designated for the purpose in the relevant Conversion Notice as the holder or holders of the relevant number of B Shares and pending such registration with the Swedish Companies Registration Office will procure that such B Shares are registered on an interim basis in the Issuer 's share register through registration in the share accounts maintained with Euroclear as soon as practicable following the relevant Conversion Date;
- (xi) for so long as any Bond remains outstanding use all reasonable endeavours to ensure that (i) the number of votes which shall be cast in respect of an A Share shall not be increased and in respect of a B Share shall not be decreased and (ii) no issue or grant of any right, benefit or entitlements (including the making of any Dividend) is made or conferred in respect of the A Shares unless an issue or grant, *mutatis mutandis*, shall be made in respect of the B Shares;
- (xii) not make any issue or amend the articles of association (or other relevant constitutive documents) of the Issuer or take any other action if the effect of so doing would be that the Conversion Rights in respect of all Bonds outstanding from time to time could no longer be satisfied in full;
- (xiii) at all times following the giving of a Physical Settlement Notice keep available for issue or delivery, free from pre-emptive rights out of its authorised but unissued capital, sufficient authorised but unissued B Shares (after taking account, if applicable, any B Shares held by the Issuer (Sw. *egna aktier*) and which are available for delivery with relevant authorisations as aforesaid) to enable the exercise of all Conversion Rights, and all rights of subscription and exchange for B Shares, to be satisfied in full;
- (xiv) procure that it shall not become domiciled or resident in or subject generally to the taxing authority of any jurisdiction (other than the Kingdom of Sweden) unless (a) by way of Permitted Merger pursuant to Condition 6(m), in connection with a Newco Scheme pursuant to Condition 11(c)(vii), or in connection with a substitution otherwise in accordance with Condition 14(c); or (b) it would not thereafter be required pursuant to then current laws and regulations to withhold or deduct for or on account of any taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of such jurisdiction or any applicable sub-division thereof or therein having power to tax in respect of any payment on or in respect of the Bonds; and
- (xv) by no later than the Closing Date (i) publish a copy of these Conditions (including a legend regarding the intended target market for the Bonds) on its website and (ii) thereafter (and for so long as any of the Bonds remain outstanding) maintain the availability of these Conditions (as the same may be amended in accordance with their terms) on such website.

The Issuer has undertaken in the Trust Deed to deliver to the Trustee annually and otherwise on request by the Trustee a certificate signed by an Authorised Signatory of the Issuer as to there not

having occurred an Event of Default or Potential Event of Default since the date of the last such certificate or, if such an event has occurred, as to the details of such event and that the Issuer has complied with all its obligations under the Trust Deed and the Bonds or (if such is not the case) specifying the respects in which it has not complied. The Trustee will be entitled to rely on such certificate (without enquiry or liability to any person) and shall not be obliged to independently monitor compliance by the Issuer with the undertakings set forth in this Condition 11, nor be liable to any person for not so doing.

12. **Prescription**

Claims against the Issuer for payment in respect of the Bonds shall be prescribed and become void unless made within 10 years (in the case of principal or any other amount (other than interest)) or five years (in the case of interest) from the appropriate Relevant Date in respect of such payment.

Claims in respect of any other obligation in respect of the Bonds, including but not limited to the delivery of B Shares, shall be prescribed and become void unless made within 10 years following the due date for performance of the relevant obligations.

13. **Replacement of Bonds**

If any Bond is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of any Paying, Transfer and Conversion Agent subject to all applicable laws and stock exchange requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, indemnity and otherwise as the Issuer may reasonably require. Mutilated or defaced Bonds must be surrendered before replacements will be issued.

14. **Meetings of Bondholders, Modification and Waiver, Substitution**

(a) *Meetings of Bondholders*

The Trust Deed contains provisions for convening meetings of Bondholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any provisions of these Conditions or the Trust Deed.

Such a meeting may be convened by the Issuer or the Trustee and shall be convened by the Issuer if requested in writing by Bondholders holding not less than 10 per cent. in principal amount of the Bonds for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution will be one or more persons holding or representing a clear majority in principal amount of the Bonds for the time being outstanding, or at any adjourned meeting one or more persons being or representing Bondholders whatever the principal amount of the Bonds so held or represented, unless the business of such meeting includes consideration of proposals, (i) to change the Maturity Date, the First Call Date (other than deferring the First Call Date) or the dates on which interest is payable in respect of the Bonds, (ii) to modify the circumstances in which the Issuer or Bondholders are entitled to redeem the Bonds pursuant to Condition 7(b), 7(c) or 7(f), (iii) to reduce or cancel the principal amount of, or interest on, the Bonds or to reduce the amount payable on redemption of the Bonds, (iv) to modify the basis for calculating the interest payable in respect of the Bonds, (v) to modify the provisions relating to, or cancel, the Settlement Right or Conversion Rights (other than pursuant to or as a result of any amendments to these Conditions and the Trust Deed made pursuant to and in accordance with the provisions of Condition 11(c)(vii) ("**Newco Scheme Modification**"), and other than a reduction to the Conversion Price), (vi) to increase the Conversion Price (other than in accordance with these Conditions or pursuant to a Newco Scheme Modification), (vii) to change the currency of the denomination or any payment in respect of the Bonds, (viii) to change the governing law of the Bonds, the Trust Deed or the Agency Agreement (other than in the case of a substitution of the Issuer (or any previous substitute or substitutes) under Condition 14(c), or (ix) to modify the provisions concerning the quorum required at any meeting of Bondholders or the majority required to pass an Extraordinary Resolution, in which case the necessary quorum will be one or more persons holding or representing not less than two-thirds, or at any adjourned meeting

not less than one-third, in principal amount of the Bonds for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Bondholders (whether or not they were present at the meeting at which such resolution was passed).

The Trust Deed provides that (i) a resolution in writing signed by or on behalf of the holders of not less than two thirds of the aggregate principal amount of Bonds outstanding shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Bondholders duly convened and held. 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 Bondholders (or (ii) a consent given by way of electronic consent through the relevant clearing system(s) (in a form satisfactory to the Trustee) by or on behalf of the holders of not less than two thirds of the aggregate principal amount of the Bonds outstanding, shall, in any such case, be effective as an Extraordinary Resolution passed at a meeting of Bondholders duly convened and held or (iii) a meeting of Bondholders may be held electronically in accordance with the procedures set out in the Trust Deed.

No consent or approval of Bondholders shall be required in connection with any Newco Scheme Modification or the substitution of a Successor in Business in connection with a Permitted Merger, any substitution in connection with a Newco Scheme or any substitution otherwise conducted in accordance with Condition 14(c).

(b) *Modification and Waiver*

The Trustee may agree, without the consent of the Bondholders, to (i) any modification of any of the provisions of the Trust Deed, any trust deed supplemental to the Trust Deed, the Agency Agreement, any agreement supplemental to the Agency Agreement, the Bonds or these Conditions which in the Trustee's opinion is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of law, and (ii) any other modification to the Trust Deed, any trust deed supplemental to the Trust Deed, the Agency Agreement, any agreement supplemental to the Agency Agreement, the Bonds or these Conditions (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed, any trust deed supplemental to the Trust Deed, the Agency Agreement, any agreement supplemental to the Agency Agreement, the Bonds or these Conditions which is, in the opinion of the Trustee, not materially prejudicial to the interests of the Bondholders.

The Trustee may, without the consent of the Bondholders, determine that any Event of Default or a Potential Event of Default should not be treated as such, provided that in the opinion of the Trustee, the interests of Bondholders are not materially prejudiced thereby.

Any such modification, authorisation, waiver or determination shall be binding on the Bondholders and, if the Trustee so requires, shall be notified to Bondholders in accordance with Condition 17 as soon as practicable thereafter.

(c) *Substitution*

The Trustee shall (subject as provided in Condition 11(c)(vii)), without the consent of the Bondholders, agree any substitution as provided in, and for the purposes of, Condition 11(c)(vii) in connection with a Newco Scheme.

The Trustee shall (subject as provided in Condition 6(m)), without the consent of the Bondholders, agree any substitution as provided in, and for the purposes of, Condition 6(m) in connection with a Permitted Merger.

In addition, the Trustee may agree, without the consent of the Bondholders, to the substitution in place of the Issuer (or any previous substitute or substitutes under this Condition) as the principal debtor under the Bonds and the Trust Deed of any Subsidiary of the Issuer, subject to (a) the Bonds being unconditionally and irrevocably guaranteed by the Issuer, and (b) the Bonds continuing to be convertible or exchangeable into B Shares *mutatis mutandis* as provided in these Conditions with such amendments as the

Trustee shall consider appropriate, provided that certain other conditions set out in the Trust Deed are complied with.

In the case of any such substitutions, the Trustee may agree, without the consent of the Bondholders, to a change of the law governing the Bonds and/or the Trust Deed provided that such change would not in the opinion of the Trustee be materially prejudicial to the interests of the Bondholders.

Any such substitution shall be binding on the Bondholders and shall be notified to Bondholders in accordance with Condition 17 as soon as practicable thereafter.

(d) *Entitlement of the Trustee*

In connection with the exercise of its functions (including but not limited to those referred to in this Condition) the Trustee shall have regard to the interests of the Bondholders as a class but shall not have regard to any interests arising from circumstances particular to individual Bondholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of the exercise of its trusts, powers or discretions for individual Bondholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory, and the Trustee shall not be entitled to require, nor shall any Bondholder be entitled to claim, from the Issuer or any other person any indemnification or payment in respect of any tax consequence of any such exercise or substitution upon individual Bondholders, except to the extent provided for in these Conditions or the Trust Deed.

15. **Enforcement**

The Trustee may at any time, at its discretion and without notice, take such proceedings, actions or steps (including lodging an appeal in any proceedings) against the Issuer as it may think fit to enforce the provisions of the Trust Deed and the Bonds, but it shall not be bound to take any such proceedings, actions or steps or any other action under or in relation to the Trust Deed or the Bonds unless (i) it shall have been so directed by an Extraordinary Resolution of the Bondholders or so requested in writing by the holders of at least one-quarter in principal amount of the Bonds then outstanding, and (ii) it shall have been indemnified and/or secured and/or prefunded to its satisfaction. Notwithstanding the above:

- (a) the Trustee may refrain from taking any proceedings, actions or steps in any jurisdiction if the taking of such action, proceedings or steps in that jurisdiction would, in its opinion based upon legal advice in the relevant jurisdiction, be contrary to any law of that jurisdiction;
- (b) the Trustee may refrain from taking any proceedings, actions or steps in any jurisdiction if in its opinion based upon legal advice in the relevant jurisdiction it would or may render it liable to any person in that jurisdiction or, it would or may not have the power to do the relevant thing in that jurisdiction by virtue of any applicable law in that jurisdiction or if it is determined by any court or other competent authority in that jurisdiction that it does not have such power; and
- (c) the Trustee may refrain without liability from doing anything that would or might in its opinion be contrary to any law of any state or jurisdiction (including but not limited to the Kingdom of Sweden, the European Union, the United States of America or, in each case, any jurisdiction forming a part of it and England & Wales) or any directive or regulation of any agency of any such state or jurisdiction or which would or might otherwise render it liable to any person or cause it to act in a manner which might prejudice its interests and may without liability do anything which is, in its opinion, necessary to comply with any such law, directive or regulation.

No Bondholder shall be entitled to take any proceedings, actions or steps against the Issuer to enforce the performance of any of the provisions of the Trust Deed or the Bonds (including lodging an appeal in any proceedings) unless the Trustee, having become bound so to take any such

proceedings, actions or steps fails or is unable so to do within a period of 60 days and the failure or inability shall be continuing.

16. **The Trustee**

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility and liability towards the Issuer and Bondholders, including:

- (a) provisions relieving it from taking any proceedings, actions or steps unless indemnified and/or secured and/or prefunded to its satisfaction; and
- (b) provisions limiting or excluding its liability in certain circumstances.

The Trust Deed also contains provisions pursuant to which the Trustee is entitled, inter alia, (a) to enter into business transactions with the Issuer and/or any of the Subsidiaries of the Issuer and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer and/or any of the Subsidiaries of the Issuer, (b) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Bondholders, and (c) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

The Trust Deed provides that, when determining whether an indemnity or any security or pre-funding is satisfactory to it, the Trustee shall be entitled (i) to evaluate its risk in any given circumstance by considering the worst-case scenario and (ii) to require that any indemnity or security or pre-funding given to it by the Bondholders or any of them be given on a joint and several basis and be supported by evidence satisfactory to it as to the financial standing and creditworthiness of each counterparty and/or as to the value of the security and an opinion as to the capacity, power and authority of each counterparty and/or the validity and effectiveness of the security.

The Trustee may act and rely without liability to Bondholders and without investigation on a report, confirmation, certificate, opinion or any advice of any accountants, financial advisers, financial institution, an Independent Adviser or other expert, whether or not addressed to it and whether their liability in relation thereto is limited (by its terms or by any engagement letter relating thereto entered into by the Trustee or any other person or in any other manner) by reference to a monetary cap, methodology or otherwise. The Trustee may accept and shall be entitled to act and rely on any such report, confirmation, certificate, opinion or advice in which event such report, confirmation, certificate, opinion or advice shall be binding on the Issuer, the Trustee and the Bondholders.

17. **Notices**

Without prejudice to any further formalities and other requirements set out under any applicable Swedish laws and regulations and under the Issuer's by-laws, all notices regarding the Bonds will (unless otherwise provided in these Conditions) be valid if published through the electronic communication system of Bloomberg. The Issuer shall also ensure that all notices are duly published (if such publication is required) in a manner which complies with the rules and regulations of any stock exchange, securities market or other relevant authority on which the Bonds are for the time being listed and/or admitted to trading. Any such notice shall be deemed to have been given on the date of such publication or if required to be published in more than one manner or at different times, then such notice shall be deemed to have been given on the date of the first such publication in each required manner and time. If publication as provided above is not practicable, notice will be given in such other manner, and shall be deemed to be given on such date, as the Issuer considers appropriate and the Trustee may approve.

The Issuer shall send a copy of all notices given by it to Bondholders (or a Bondholder) pursuant to these Conditions simultaneously to the Calculation Agent.

*For so long as the Bonds are represented by a Global Bond registered in the name of, and held by a nominee on behalf of, a common depositary for Euroclear Bank SA/NV or Clearstream, Banking, S.A. notices required to be given to Bondholders pursuant to the Conditions shall be given by the delivery of the relevant notice to Euroclear Bank SA/NV and/or Clearstream, Banking, S.A. as the*

*case may be in substitution for publication by Bloomberg in accordance with Condition 17. Any such notice shall be deemed to have been given to Bondholders on the day on which such notice is delivered to Euroclear Bank SA/NV and/or Clearstream, Banking, S.A..*

18. **Further Issues**

The Issuer may from time to time without the consent of the Bondholders create and issue further notes, bonds or debentures either having the same terms and conditions in all respects as the outstanding notes, bonds or debentures of any series (including the Bonds) or in all respects except for the first payment of interest on them and the first date on which Settlement Rights and/or Conversion Rights may be exercised and so that such further issue shall be consolidated and form a single series with the outstanding notes, bonds or debentures of any series (including the Bonds) or upon such terms as to interest, conversion, premium, redemption and otherwise as the Issuer may determine at the time of their issue. Any further notes, bonds or debentures forming a single series with the outstanding notes, bonds or debentures of any series (including the Bonds) constituted by the Trust Deed or any deed supplemental to it shall, and any other notes, bonds or debentures may, with the consent of the Trustee, be constituted by a deed supplemental to the Trust Deed. The Trust Deed contains provisions for convening a single meeting of the Bondholders and the holders of notes, bonds or debentures of other series in certain circumstances where the Trustee so decides and subject to compliance with Swedish law.

19. **Contracts (Rights of Third Parties) Act 1999**

No person shall have any right to enforce any term or condition of the Bonds under the Contracts (Rights of Third Parties) Act 1999.

20. **Governing Law and Jurisdiction**

(a) *Governing Law*

The Trust Deed, the Agency Agreement and the Bonds and any non-contractual obligations arising out of or in connection with them (other than the creation and issue of B Shares upon exercise of Conversion Rights in respect of the Bonds, which shall be governed by, and shall be construed in accordance with, Swedish law) are governed by, and shall be construed in accordance with, English law.

(b) *Jurisdiction*

The courts of England and Wales are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Trust Deed or the Bonds and accordingly any legal action or proceedings arising out of or in connection with the Trust Deed or the Bonds ("**Proceedings**") may be brought in such courts. The Issuer has in the Trust Deed irrevocably submitted to the jurisdiction of such courts and has waived any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is made for the benefit of the Trustee and each of the Bondholders and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

(c) *Agent for Service of Process*

The Issuer has irrevocably appointed Law Debenture Corporate Services Limited at its registered office for the time being at 8<sup>th</sup> Floor, 100 Bishopsgate, London EC2N 4AG, United Kingdom as its agent in England and Wales to receive service of process in any Proceedings in England. Nothing herein or in the Trust Deed shall affect the right to serve process in any other manner permitted by law.