

TERMS AND CONDITIONS OF THE BONDS

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

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; (C) LOCAL IMPLEMENTING MEASURES IN THE EUROPEAN ECONOMIC AREA (“EEA”); (D) REGULATION (EU) NO 600/2014 AS IT FORMS PART OF UNITED KINGDOM DOMESTIC LAW BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018 (THE “EUWA”) (“UK MIFIR”); AND (E) FCA HANDBOOK PRODUCT INTERVENTION AND PRODUCT GOVERNANCE SOURCEBOOK (TOGETHER, THE “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 (A) IN THE EEA, ELIGIBLE COUNTERPARTIES AND PROFESSIONAL CLIENTS ONLY, EACH AS DEFINED IN MIFID II AND (B) IN THE UNITED KINGDOM, ELIGIBLE COUNTERPARTIES (AS DEFINED IN THE FCA HANDBOOK CONDUCT OF BUSINESS SOURCEBOOK) AND PROFESSIONAL CLIENTS (AS DEFINED IN 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 EACH MANUFACTURER’S TARGET MARKET ASSESSMENT; HOWEVER, A DISTRIBUTOR SUBJECT TO MIFID II OR THE FCA HANDBOOK PRODUCT INTERVENTION AND PRODUCT GOVERNANCE SOURCEBOOK IS RESPONSIBLE FOR UNDERTAKING ITS OWN TARGET MARKET ASSESSMENT IN RESPECT OF THE BONDS (BY EITHER ADOPTING OR REFINING EACH 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 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 OR UK MIFIR; 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 EEA OR THE UNITED KINGDOM. FOR THESE PURPOSES, A RETAIL INVESTOR MEANS, IN THE EEA, 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. FOR THESE PURPOSES, A RETAIL INVESTOR MEANS, IN THE UNITED KINGDOM, 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 UNITED KINGDOM DOMESTIC LAW BY VIRTUE OF THE EUWA; OR (II) A CUSTOMER WITHIN THE MEANING OF THE PROVISIONS OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 OF THE UNITED KINGDOM (THE “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 UNITED KINGDOM DOMESTIC LAW BY VIRTUE OF THE EUWA.

CONSEQUENTLY, NO KEY INFORMATION DOCUMENT REQUIRED BY REGULATION (EU) NO 1286/2014, AS AMENDED (THE “PRIIPS REGULATION”) OR THE PRIIPS REGULATION AS IT FORMS PART OF UNITED KINGDOM 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 EEA OR THE UNITED KINGDOM HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE BONDS OR OTHERWISE MAKING THEM AVAILABLE TO ANY RETAIL INVESTOR IN THE EEA OR THE UNITED KINGDOM MAY BE UNLAWFUL UNDER THE PRIIPS REGULATION AND/OR 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 €480,000,000 3.50 per cent. Convertible Bonds due 2028 (the “**Bonds**”, which expression shall, unless otherwise indicated, include any Further Bonds) was (save in respect of any Further Bonds) resolved by the Board of Directors of Fastighets AB Balder (publ) (the “**Issuer**”) on 16 February 2023 pursuant to the authorisation granted at the Annual General Meeting of the Issuer held on 12 May 2022. The Bonds are constituted by a trust deed dated 23 February 2023 (the “**Trust Deed**”) between the Issuer and Deutsche Trustee Company Limited (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 holders (as defined below) of the Bonds. 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 23 February 2023 (the “**Agency Agreement**”) relating to the Bonds between the Issuer, the Trustee and Deutsche Bank AG, 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 named therein (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 Deutsche Bank Luxembourg S.A. 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 23 February 2023 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.

Copies of the Trust Deed, the Agency Agreement and the Calculation Agency Agreement (i) are available for inspection during normal business hours at the registered office of the Trustee at Winchester House, 1 Great Winchester Street, London EC2N 2DB, and at the specified offices of the Principal Paying, Transfer and Conversion Agent; and (ii) will be provided by email to any Bondholder following written request therefor by it to the Principal Paying, Transfer and Conversion Agent, subject to such holder providing evidence of its identity and its holding of Bonds.

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

1 Form, Denomination, Title and Status

(a) Form and Denomination

The Bonds are in registered form in principal amounts of €100,000 each.

(b) Title

Title to the Bonds will pass by transfer and registration as described in Condition 4 (*Registration and Transfer of Bonds*). The holder of any Bond will (except as otherwise required by law or regulatory requirement 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

The Bonds constitute direct, unconditional, unsubordinated and (subject to Condition 2(a) (*Negative Pledge*)) unsecured obligations of the Issuer ranking *pari passu* and rateably, without any preference among themselves, and at least 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 and Financial Covenants

(a) Negative Pledge

So long as any Bond remains outstanding (as defined in the Trust Deed) the Issuer will not, and will procure that no Subsidiary will, create or permit to subsist any Security Interest, other than a Permitted Security Interest, upon the whole or any part of any of its present or future undertakings, assets or revenues (including uncalled capital) to secure any Relevant Indebtedness without at the same time or prior thereto (a) securing the Bonds equally and rateably therewith to the satisfaction of the Trustee or (b) providing such other security for the Bonds as the Trustee may in its absolute discretion consider to be not materially less beneficial to the interests of the Bondholders or as may be approved by an Extraordinary Resolution (as defined in the Trust Deed) of Bondholders.

(b) Financial Covenants

(i) Limitations on the Incurrence of Indebtedness

So long as any Bond remains outstanding, the Issuer will not, and will not permit any Subsidiary to, incur directly or indirectly, any Indebtedness or any Guarantee in respect of any Indebtedness (excluding for the purposes of this Condition 2(b), any Permitted Refinancing

Indebtedness) if, on the date of such incurrence and after giving *pro forma* effect thereto (including *pro forma* application of the proceeds) the Consolidated Solvency Ratio would exceed 65 per cent.

(ii) *Maintenance of the Consolidated Coverage Ratio*

So long as any Bond remains outstanding, the Issuer undertakes that on each Testing Date the Consolidated Coverage Ratio shall be not less than 1.8 : 1.

(iii) *Limitations on the Incurrence of Secured Indebtedness*

So long as any Bond remains outstanding, the Issuer will not, and will not permit any Subsidiary to, incur directly or indirectly, any Secured Indebtedness (excluding, for the purposes of this Condition 2(b), any Permitted Refinancing Indebtedness relating to the same previously secured assets) if, on the date of such incurrence and after giving *pro forma* effect thereto (including *pro forma* application of the proceeds) the total value of Secured Indebtedness of the Group (on a consolidated basis) would exceed 45 per cent. of Consolidated Total Assets.

(iv) *Trustee Notification*

The Issuer will promptly notify the Trustee in accordance with the Trust Deed in the event that any of the covenants in this Condition 2 is breached at any time.

(c) **Certificates**

(i) So long as any Bond remains outstanding, the Issuer will deliver a certificate to the Trustee within five Stockholm business days of each Reporting Date signed by two Authorised Signatories of the Issuer certifying that as at the most recent Testing Date the Issuer was in compliance with the undertakings set out in Condition 2(b) (*Financial Covenants*).

(ii) Any certificate addressed to the Trustee by two Authorised Signatories of the Issuer as to any of the amounts of any defined term or figure referred to in Condition 2(b) (*Financial Covenants*) (unless expressly stated otherwise) may, in the absence of manifest error, be relied upon by the Trustee without liability or further enquiry, and shall be conclusive and binding on the Issuer and Bondholders.

3 Definitions

In these Conditions, unless otherwise provided:

“**Applicable Registration Date**” means, in respect of any exercise of Conversion Rights, (i) the Registration Date in respect of such exercise, or (ii) where the number of Physically Settled Shares in respect of such exercise is equal to zero, the Scheduled Settlement Date in respect of such exercise.

“**Associated Company**” means the associated companies whose participations are recognised in the notes to the most recently published Consolidated Financial Statements of the Group.

“**Authorised Signatory**” means any director or any other person or persons notified to the Trustee by any two directors as being an Authorised Signatory.

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

“**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 Conversion Rights in respect of which the Issuer shall have made a Cash Alternative Election, an amount in cash in euro (rounded to the nearest whole multiple of €0.01, with €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 Shares specified in the relevant Cash Alternative Election Notice:

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

where:

- CAA = the Cash Alternative Amount;
- CSS = the Cash Settled Shares;
- P_n = the Volume Weighted Average Price of a Share on the nth dealing day of the Cash Alternative Calculation Period, translated (if necessary) into euro 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 Shares is announced, whether on or prior to or after the relevant Conversion 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 Applicable Registration 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 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 Stockholm business day 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 Stockholm business day before such payment date as aforesaid; and
- (b) 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 the period of 20 consecutive dealing days commencing on the second dealing day following the Cash Alternative Election Date.

“**Cash Alternative Election**” has the meaning provided in Condition 6(m) (*Cash Alternative Election*).

“**Cash Alternative Election Date**” has the meaning provided in Condition 6(m) (*Cash Alternative Election*).

“**Cash Alternative Election Notice**” has the meaning provided in Condition 6(m) (*Cash Alternative Election*).

“**Cash Settled Shares**” means, in respect of an exercise of Conversion Rights by a Bondholder, such number of Shares (which shall be a whole number of Shares and shall not exceed the number of Reference Shares in respect of such exercise) as determined by the Issuer and notified to the relevant Bondholder in the relevant Cash Alternative Election Notice in accordance with Condition 6(m) (*Cash Alternative Election*).

“**Change of Control**” means the occurrence of an event or series of events whereby one or more persons (other than an Excluded Holder), acting in concert, acquire control over the Issuer and where “control” means (a) acquiring or controlling, directly or indirectly, more than 50 per cent. of the total voting rights represented by the shares of the Issuer (being votes which are ordinarily capable of being cast at general meetings of shareholders of the Issuer), 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.

“**Closing Date**” means 23 February 2023.

“**Closing Price**” means, in respect of a 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 in respect thereof on such dealing day of a 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 Share or, as the case may be, Security, Spin-Off Security, option, warrant or other right or asset and such Relevant Stock Exchange (all as determined by the Calculation Agent) (and for the avoidance of doubt such Bloomberg page for the Shares as at the Closing Date is BALDB 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:

- (i) 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 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 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 (i); and
- (ii) if the Closing Price cannot be determined as aforesaid, the Closing Price of a 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.

“**Consolidated Adjusted EBITDA**” means, in respect of any Testing Date, the number set out under the heading “*Profit before Tax*” (or any equivalent line item) in the Consolidated Financial Statements of the Group, from which should be deducted items (i) to (v) below:

- (i) the number set out under the heading "*Changes in value of properties, realised*" (or any equivalent line item) in the Consolidated Financial Statements of the Group;
- (ii) the number set out under the heading "*Changes in value of properties, unrealised*" (or any equivalent line item) in the Consolidated Financial Statements of the Group;
- (iii) the number set out under the heading "*Changes in value of derivatives*" (or any equivalent line item) in the Consolidated Financial Statements of the Group;
- (iv) the number set out under the heading "*Participations in the profits of associated companies*" (or any equivalent line item) in the Consolidated Financial Statements of the Group; and
- (v) the number set out under the heading "*Net financial items*" (or any equivalent line item), excluding ground rents, in the Consolidated Financial Statements of the Group;

and the following item (vi) should be added:

- (vi) the amount for "*profit from property management from Balder's participation in associated companies*" (or any equivalent item) as referred to in the Consolidated Financial Statements of the Group (if any).

“Consolidated Coverage Ratio” means in respect of any Testing Date, the ratio of (i) the aggregate amount of Consolidated Adjusted EBITDA for the period of the most recent four consecutive financial quarters ending on such Testing Date to (ii) the aggregate amount of Net Interest Charges, for the period of the most recent four consecutive financial quarters ending on such Testing Date.

“Consolidated Financial Statements of the Group” means the consolidated financial statements and notes to those financial statements of the Group prepared in accordance with IFRS.

“Consolidated Solvency Ratio” means (i) the Indebtedness (on a consolidated basis) of the Group (less cash and cash equivalents) and any Guarantee in respect of any Indebtedness (except for any Guarantee in respect of any Indebtedness that the Issuer has directly or indirectly accounted for, and any Guarantee in respect of any Indebtedness of associated companies); divided by (ii) Consolidated Total Assets, in each case as set out in the most recent Consolidated Financial Statements of the Group.

“Consolidated Total Assets” means the value of the consolidated total assets of the Group, as reflected in the most recent Consolidated Financial Statements of the Group.

“Conversion Date” has the meaning provided in Condition 6(h) (*Procedure for exercise of Conversion Rights*).

“Conversion Notice” has the meaning provided in Condition 6(h) (*Procedure for exercise of Conversion Rights*).

“Conversion Period” has the meaning provided in Condition 6(a) (*Conversion Period and Conversion Price*).

“Conversion Price” has the meaning provided in Condition 6(a) (*Conversion Period and Conversion Price*).

“Conversion Request Date” has the meaning provided in Condition 6(h) (*Procedure for exercise of Conversion Rights*).

“Conversion Right” has the meaning provided in Condition 6(a) (*Conversion Period and Conversion Price*).

“Current Market Price” means, in respect of a Share at a particular date, the arithmetic average of the daily Volume Weighted Average Price of such 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 Shares, if at any time during the said five-dealing day period (which may be on each of such five-dealing day) 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 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 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 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 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 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 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 purpose of determining the Current Market Price of any Shares which may be comprised in a Scrip Dividend, if on any of the said five dealing days the Volume Weighted Average Price of the Shares shall have been based on a price cum all or part of such Scrip Dividend, the Volume Weighted Average Price of a Share on such dealing day or dealing days shall for the purposes of this definition be deemed to be the amount thereof reduced by an amount equal to the value (as determined in accordance with paragraph (a) of the definition of “Dividend”) of such Scrip Dividend or part thereof; and
- (c) for any other purpose, if any day during the said five-Trading-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 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 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 or the context otherwise requires, references to “dealing day” shall be a dealing day in respect of the Shares.

“**Dividend**” means any dividend or distribution to 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 Shareholders upon or in connection with a reduction of capital (and for these purposes a distribution of assets includes without limitation an issue of Shares or other Securities credited as fully or partly paid up by way of capitalisation of profits or reserves), provided that:

- (a) where a Scrip Dividend is announced then the Scrip Dividend in question shall be treated as a cash Dividend of an amount equal to the sum of:
 - (i) in respect of the portion (if any) of the Scrip Dividend (which may be the whole of the Scrip Dividend) for which a Shareholder or Shareholders may make an election, the value of the option with the highest value, with the value of each option being equal to the value of the relevant property comprising such option as at the Scrip Dividend Valuation Date provided that, in the case of an option comprising more than one type of property, the value of such option shall be equal to the sum of the values of each individual type of property comprising such option, determined as provided below; and
 - (ii) in respect of the portion (if any) of the Scrip Dividend (which may be the whole of the Scrip Dividend) which is not subject to such election, the value of such portion as determined as provided below,

and where the “value” of any property in or comprising of a Scrip Dividend shall be determined as follows:

- (1) in the case of Shares comprised in such Scrip Dividend, the Current Market Price of such Shares as at the Scrip Dividend Valuation Date;
 - (2) in the case of cash comprised in such Scrip Dividend, the Fair Market Value of such cash as at the Scrip Dividend Valuation Date; and
 - (3) in the case of any other property or assets comprised in such Scrip Dividend, the Fair Market Value of such other property or assets as at the Scrip Dividend Valuation Date;
- (b) any issue of Shares falling within Conditions 6(b)(i) or 6(b)(ii) shall be disregarded;
 - (c) 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 shall not constitute a Dividend unless, in the case of a purchase or redemption or buy back of Shares by or on behalf of the Issuer or any of its Subsidiaries, the weighted average price per 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 Share:
 - (1) on the Specified Share Day; or
 - (2) 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 general meeting of Shareholders or any notice convening such a meeting of Shareholders) has been made of the intention to purchase, redeem or buy back 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 Share, a minimum price per 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 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 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 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 Shareholders pursuant to any plan or arrangement implemented by the Issuer for the purpose of enabling Shareholders to elect, or which may require Shareholders, to receive dividends or distributions in respect of the 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 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 in the Relevant Currency (or, in the case of a Scrip Dividend, an amount in cash is or may be paid in the Relevant Currency, whether at the option of Shareholders or otherwise), it shall be treated as a Dividend in cash (or, in the case of a Scrip Dividend, an amount in cash) in such Relevant Currency, and in any other case it shall be treated as a Dividend in cash (or, in the case of a Scrip Dividend 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 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.

“equity share capital” means, 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.

“euro” and **“€”** means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community, as amended.

“Euroclear Sweden” means the Swedish Central Securities Depository and Clearing System (Euroclear Sweden AB).

“Excluded Holder” means Erik Selin.

“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 Shares on which the 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 Shares (or, as the case may be, any depositary or other receipts or certificates representing 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), and provided that, for the avoidance of doubt, the Ex-Date in respect of a Scrip Dividend shall be deemed to be the Ex-Date in respect of the relevant Dividend or capitalisation as referred to in the definition of “Scrip Dividend”.

“**Extraordinary Resolution**” has the meaning provided in the Trust Deed.

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

- (i) in the case of a cash Dividend, the amount of such cash Dividend, as determined by the Calculation Agent;
- (ii) in the case of any other cash amount, the amount of such cash, as determined by the Calculation Agent;
- (iii) in the case of Securities (including 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:
 - (a) in the case of 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 (ii) to the definition thereof) can be determined, such daily Volume Weighted Average Price of the Shares or such other Securities or Spin-Off Securities; and
 - (b) 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 (iv) 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; and

- (iv) 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 (iii) above to be determined pursuant to this sub-paragraph (iv)), 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 Share, the dividend yield of a 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 paragraphs (i), (ii), (iii) and (iv) 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.

“**Free Float**” means all issued and outstanding Shares less (i) the aggregate of those Shares held by any person (other than a collective investment scheme, mutual fund, pension fund or other trust or fund) holding 5 per cent. or more of the issued and outstanding Shares; (ii) the aggregate of those Shares held by any person or persons who have entered into shareholders’ agreements or lock-up agreements concerning the Shares with a duration of more than six months; (iii) any Shares held by or on behalf of the Issuer or any Subsidiary; and (iv) any Shares held by or on behalf of an Excluded Holder.

A “**Free Float Event**” shall be deemed to have occurred if the Free Float of the Issuer falls below 25 per cent. of the issued and outstanding Shares (the “**Required Free Float Threshold**”) for any period of at least 10 consecutive dealing days (and in any such case the Free Float Event shall be deemed to occur on the last day of such period); *provided that*, following the occurrence of a Free Float Event as defined in the foregoing provisions of this definition, no further Free Float Event may occur unless, following the occurrence of the preceding Free Float Event, the Free Float of the Issuer has been equal to or above the Required Free Float Threshold for at least 5 consecutive dealing days.

“**Further Bonds**” means any further Bonds issued pursuant to Condition 18 (*Further Issues*) and consolidated and forming a single series with the then outstanding Bonds.

“**Group**” means the Issuer and its consolidated Subsidiaries taken as a whole.

“**Guarantee**” means, in relation to any Indebtedness of any person, any obligation of another person to pay such Indebtedness including (without limitation): (a) any obligation to purchase such Indebtedness; (b) any obligation to lend money, to purchase or subscribe shares or other securities or to purchase assets or services in order to provide funds for the payment of such Indebtedness; (c) any indemnity against the consequences of a default in the payment of such Indebtedness; and (d) any other agreement to be responsible for such Indebtedness.

“**IFRS**” means International Financial Reporting Standards, including International Accounting Standards and Interpretations, issued by the International Accounting Standards Board (as amended, supplemented or re-issued from time to time) as adopted by the European Union.

“**Indebtedness**” means any indebtedness of any person for money borrowed or raised including (without limitation) any indebtedness for or in respect of:

- (i) moneys borrowed;
- (ii) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (iii) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (iv) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

- (v) the amount of any liability in respect of leases or hire purchase contracts which would, in accordance with applicable law and generally accepted accounting principles, be treated as finance or capital leases;
- (vi) the amount of any liability in respect of any purchase price for assets or services the payment of which is deferred for a period in excess of 90 days; and
- (vii) any amount raised by the issue of redeemable shares (including but not limited to redeemable preference shares), which are classified as borrowings under IFRS.

“**Independent Adviser**” means an independent adviser with appropriate expertise, which may be the Calculation Agent, appointed by the Issuer at its own expense and (other than where the initial Calculation Agent is appointed) notified in writing to the Trustee.

“**Interest Payment Date**” has the meaning provided in Condition 5(a) (*Interest Rate*).

“**Maturity Date**” means 23 February 2028.

“**Net Interest Charges**” means the number set out under the heading "*Net financial items*" (or any equivalent line item), excluding ground rents, in the Consolidated Financial Statements of the Group.

“**Newco Scheme**” means (A) a scheme of arrangement, share for share exchange or analogous proceeding (“**Scheme of Arrangement**”) which effects the interposition of a limited liability company (“**Newco**”) between the Shareholders of the Issuer immediately prior to the Scheme of Arrangement (the “**Existing Shareholders**”) and the Issuer; provided that (i) only ordinary shares of Newco or depositary or other receipts or certificates representing ordinary shares are issued to Existing Shareholders; (ii) immediately after 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 of Newco are Existing Shareholders and the Voting Rights in respect of Newco are held by Existing Shareholders in the same proportion as their respective holdings of such Voting Rights immediately prior to 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 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) 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 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 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 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 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 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) (*Meetings of Bondholders, Modification and Waiver, Substitution*).

“**OECD State**” means a member state of the Organisation for Economic Cooperation and Development.

“**Offer Period**” has the meaning provided in Condition 7(d) (*Optional Redemption and Tax Redemption Notices*).

“**Optional Redemption Date**” has the meaning provided in Condition 7(b) (*Redemption at the Option of the Issuer (Clean-Up Call)*).

“**Optional Redemption Notice**” has the meaning provided in Condition 7(b) (*Redemption at the Option of the Issuer (Clean-Up Call)*).

“**Permitted Cessation of Business**” has the meaning provided in Condition 6(n) (*Consolidation, Amalgamation or Merger*).

“**Permitted Refinancing Indebtedness**” means any Indebtedness of the Issuer or any of its Subsidiaries raised or issued in exchange for, or the net proceeds of which are used to renew, refund, refinance, replace, exchange or discharge other Indebtedness of the Issuer or any member of the Group (other than intergroup/intercompany Indebtedness (other than the Bonds)); *provided that*:

- (i) the aggregate principal amount (or accretable value) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness renewed, refunded, refinanced, replaced, exchanged or discharged (plus all accrued interest on the Indebtedness and the amount of all fees and expenses, including premiums, incurred in connection therewith);
- (ii) such Permitted Refinancing Indebtedness has a final maturity date, or may only be redeemed at the option of the Issuer, either (i) no earlier than the final maturity date of the Indebtedness being renewed, refunded, refinanced, replaced, exchanged or discharged or (ii) after the final maturity date of the Bonds;
- (iii) if the Indebtedness being renewed, refunded, refinanced, replaced, exchanged or discharged is expressly, contractually subordinated in right of payment to the Bonds, such Permitted Refinancing Indebtedness is subordinated in right of payment to the Bonds; and
- (iv) if the Issuer was the obligor on the Indebtedness being renewed, refunded, refinanced, replaced, exchanged or discharged, such Indebtedness is incurred by the Issuer.

“**Permitted Security Interest**” means a Security Interest on the undertaking or assets of any person existing at the time such person is acquired by and becomes a Subsidiary, provided such Security Interest was not created in contemplation of such acquisition and the principal amount secured has not been increased in contemplation of or since such acquisition.

a “**person**” includes any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organisation, limited liability company or government (or any agency or political subdivision thereof) or other entity.

“**Physically Settled Shares**” means, in respect of any exercise of Conversion Rights, (i) the Reference Shares or (ii) where such exercise is the subject of a Cash Alternative Election, such number of Shares (which may be equal to zero) as is equal to the Reference Shares minus the Cash Settled Shares.

“**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 (*Events of Default*), 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(e) (*Redemption at the Option of Bondholders upon a Relevant Event*).

“**Put Exercise Notice**” has the meaning provided in Condition 7(e) (*Redemption at the Option of Bondholders upon a Relevant Event*).

“**Quarterly Consolidated Financial Statements**” means the financial statements published by the Issuer for the periods ended 31 March, 30 June, 30 September and 31 December of each year.

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

“**Reference Date**” means, in relation to a Pre-Registration Adjustment, the date as of which the relevant Pre-Registration Adjustment takes effect.

“**Reference Shares**” means, in respect of the exercise of Conversion Rights by a Bondholder, the number of Shares (rounded down, if necessary, to the nearest whole number) determined by the Calculation Agent by dividing the principal amount of the Bonds which are the subject of the relevant exercise of Conversion Rights by the Conversion Price in effect on the relevant Conversion Date, except in circumstances where (i) 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); and (ii) the Applicable 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.

“**Register**” has the meaning provided in Condition 4(a) (*Registration*).

“**Registration Date**” has the meaning provided in Condition 6(i) (*Shares*).

“**Regular Conversion Date**” has the meaning provided in Condition 6(h) (*Procedure for exercise of Conversion Rights*).

“**Regulated Market**” means the regulated market of the London Stock Exchange or a market as defined in Article 4.1(21) of Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments.

“**Relevant Currency**” means, at any time, the currency in which the 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:

- (i) the date on which payment in respect of it first becomes due; and
- (ii) if any amount of the money payable is improperly withheld or refused, the date on which payment in full of the amount outstanding is made or (if earlier) the date falling seven calendar days after the date on which notice is duly given by the Issuer to the Bondholders in accordance

with Condition 17 (*Notices*) that, upon further presentation of the Bond, where required pursuant to these Conditions, being made, such payment will be made, provided that such payment is in fact made as provided in these Conditions.

“**Relevant Event**” means a Change of Control or a Free Float Event.

“**Relevant Event Conversion Price**” has the meaning provided in Condition 6(b)(x) (*Change of Control and Free Float Protection*).

“**Relevant Event Notice**” has the meaning provided in Condition 6(i) (*Change of Control or Free Float Event*).

“**Relevant Event Period**” means the period commencing on the occurrence of a Relevant Event and ending 60 calendar days following the Relevant Event or, if later, 60 calendar days following the date on which a Relevant Event Notice is given to Bondholders as required by Condition 6(i) (*Change of Control or Free Float Event*).

“**Relevant Indebtedness**” means any Indebtedness (whether being principal, premium or other amounts) which is in the form of or represented by any bond, note, debenture, debenture stock, loan stock, certificate or other instrument which is, or is capable of being, listed, quoted or traded on any stock exchange or in any securities market (including, without limitation, any over the counter market) (and includes for the purposes of these Conditions any Guarantee in respect of any such Indebtedness) but does not include, for the avoidance of doubt, any Security Interests that SATO Oyj provides in respect of its existing Secured Notes in order to meet its obligation to maintain the minimum collateralisation level under the Secured Notes (and including, any replacement of such Security Interests in accordance with the terms and conditions of the Secured Notes).

“**Relevant Stock Exchange**” means:

- (i) in respect of the Shares, Nasdaq Stockholm or, if the Shares cease to be listed and admitted to trading on Nasdaq Stockholm, the principal stock exchange or securities market on which the Shares are, at the relevant time listed, admitted to trading or quoted or dealt in; and
- (ii) in respect of any Securities (other than 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 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 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 such time, then “**principal stock exchange or securities market**” shall mean that stock exchange or securities market on which such Shares, Securities, Spin-Off Securities, options, warrants or other rights or assets are traded at such time 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 Shares, Securities, Spin-Off Securities, options, warrants or other rights or assets.

“**Reporting Date**” means a date falling no later than 30 days after the publication of each of (a) the Issuer’s audited annual consolidated financial statements; and (b) the Issuer’s unaudited Quarterly Consolidated Financial Statements.

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

“**Scheduled Settlement Date**” means, in respect of any exercise of Conversion Rights, the 10th Stockholm business day following the Conversion Date in respect of such exercise.

“**Scheme of Arrangement**” has the meaning provided in the definition of Newco Scheme.

“**Scrip Dividend**” means:

- (i) a Dividend in cash which is to be satisfied, or a Dividend in cash which may at the election of a Shareholder or Shareholders be satisfied, in whole or in part, by the issue or delivery of Shares and/or other property or assets; or
- (ii) an issue of Shares or other property or assets by way of a capitalisation of profits or reserves (including any share premium account or capital redemption reserve, and whether described as a scrip or share dividend or distribution or otherwise) which is to be satisfied, or which may at the election of a Shareholder or Shareholders be satisfied, in whole or in part, by the payment of cash.

“**Scrip Dividend Valuation Date**” means:

- (i) in respect of any portion of a Scrip Dividend for which a Shareholder or Shareholders may make an election, the later of (i) the Ex-Date in relation to the relevant dividend or capitalisation, (ii) the last day on which the relevant election can be made by such Shareholder or Shareholders, and (iii) the date on which the number of Shares, amount of cash, or amount of other property or assets, as the case may be, which may be issued or delivered is publicly announced; or
- (ii) in respect of any portion of a Scrip Dividend which is not subject to such election, the later of (i) the Ex-Date in relation to the relevant dividend or capitalisation and (ii) the date on which the number of Shares, amount of cash or amount of such other property or assets, as the case may be, to be issued and delivered is publicly announced.

“**Secured Indebtedness**” means any Indebtedness, or any Guarantee in respect of such Indebtedness (without double counting in respect of a secured Guarantee of secured Indebtedness, and excluding any Guarantee of the Indebtedness of any Associated Company), in each case which is secured in whole or in part by the assets of any member of the Group.

“**Secured Notes**” means the EUR 25 million and EUR 24 million senior secured notes issued by SATO Oyj under its EUR 500,000,000 programme for the issuance of notes under its base prospectus dated 6 March 2013.

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

“**Security Interest**” means any mortgage, charge, pledge, lien or other security interest including, without limitation, anything analogous to any of the foregoing under the laws of any jurisdiction.

“**Settlement Disruption Event**” means an event beyond the control of the Issuer as a result of which Euroclear Sweden or any other relevant central securities depository or clearing system, cannot settle the book-entry transfer of Shares on such date.

“**Shareholders**” means the holders of Shares.

“**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 0.166667 each. Each Share confers on the Shareholder one-tenth of a vote at general meetings of the Issuer.

“**Specified Date**” has the meaning provided in Conditions 6(b)(vii) and (viii) (*Adjustment of Conversion Price*).

“**Spin-Off**” means:

- (i) a distribution of Spin-Off Securities by the Issuer to Shareholders as a class; or
- (ii) any issue, transfer or delivery of any property or assets (including cash or shares or securities of or in or issued or allotted by any entity) by any entity (other than the Issuer) to Shareholders as a class or, in the case of or in connection with a Newco Scheme, Existing Shareholders as a class (but excluding the issue and allotment of ordinary shares by Newco to Existing Shareholders as a class), 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 in relation to any person (the “**first Person**”) at any particular time, any other person (the “**second Person**”): (a) whose affairs and policies the first Person controls or has the power to control (directly or indirectly), whether by ownership of more than 50 per cent. of the share capital, contract, the power to appoint or remove the majority of members of the governing body of the second Person or otherwise; or (b) whose financial statements are, in accordance with applicable law and generally accepted accounting principles, consolidated with those of the first Person; and includes any person that is a Subsidiary of a Subsidiary. Unless otherwise specified, references in these Conditions to a Subsidiary and Subsidiaries shall refer to a Subsidiary and Subsidiaries, as the case may be, of the Issuer.

“**SEK**” means the lawful currency of the Kingdom of Sweden.

“**TARGET Business Day**” means a day (other than a Saturday or Sunday) on which the TARGET System is operating.

“**TARGET System**” means the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET2) system which was launched on 19 November 2007 or any successor thereto.

“**Tax Redemption Date**” has the meaning provided in Condition 7(c) (*Redemption for Taxation Reasons*).

“**Tax Redemption Notice**” has the meaning provided in Condition 7(c) (*Redemption for Taxation Reasons*).

“**Testing Date**” means each of 31 March, 30 June, 30 September and 31 December in each year for so long as any Bond remains outstanding.

“**Volume Weighted Average Price**” means, in respect of a Share, Security or, as the case may be, a Spin-Off Security, on any dealing day in respect thereof, the volume-weighted average price on the Relevant Stock Exchange in respect thereof on such dealing day of a Share, Security or, as the case may be, a Spin-Off Security published by or derived from Bloomberg page HP (or any successor ticker 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 Share, Security or, as the case may be, Spin-Off Security and such Relevant Stock Exchange (all as determined by the Calculation Agent) (and for the avoidance of doubt such Bloomberg page for the Shares as at the Closing Date is BALDB 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:

- (i) 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 Volume Weighted Average Price of a Share, Security or, as the case may be, a Spin-Off Security in respect of such dealing day shall be the Volume Weighted Average Price, determined by the Calculation Agent 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 (i); and
- (ii) if the Volume Weighted Average Price cannot be determined as aforesaid, the Volume Weighted Average Price of a Share, Security or, as the case may be, a Spin-Off Security 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.

“**Voting Rights**” means the right generally to vote at a general meeting of Shareholders of the Issuer (irrespective of whether or not, at the time, stock of any other class or classes shall have, or might have, voting power by reason of the happening of any contingency).

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 Shareholders or Existing Shareholders “**as a class**” or “**by way of rights**” shall be taken to be references to an issue or offer or grant to all or substantially all Shareholders or Existing Shareholders, as the case may be, other than 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 as the Calculation Agent or an Independent Adviser considers appropriate to reflect any consolidation or sub-division of the Shares or any issue of Shares by way of capitalisation of profits or reserves, or any like or similar event.

For the purposes of Conditions 6(a) (*Conversion Period and Conversion Price*), 6(b) (*Adjustment of Conversion Price*), 6(c) (*Adjustment to Conversion Date*), 6(h) (*Procedure for exercise of Conversion Rights*) and Condition 11 (*Undertakings*) only: (a) references to the “**issue**” of Shares or Shares being “**issued**” shall include the transfer and/or delivery of Shares, whether newly issued and allotted or previously existing or held by or on behalf of the Issuer or any of its Subsidiaries; and (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) (*Adjustment of Conversion Price*), 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.

References in these Conditions to listing on the Frankfurt Stock Exchange (or like or similar references) shall be construed as admission to trading on the Open Market (*Freiverkehr*) of the Frankfurt Stock Exchange.

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) (*Formalities Free of Charge*) and 4(d) (*Closed Period*), be transferred 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 in the register and deliver a new Bond to the transferee (and, in the case of a transfer of some only of a holding of Bonds represented by a certificate to the transferee, deliver a certificate representing the un-transferred Bonds 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 the Trustee (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 calendar days ending on and including the day immediately prior to the Maturity Date or any earlier date fixed for redemption of the Bonds pursuant to Condition 7(b) (*Redemption at the Option of the Issuer (Clean-Up Call)*) or 7(c) (*Redemption for Taxation Reasons*); (ii) in respect of which a Conversion Notice has been delivered by a holder pursuant to these Conditions; (iii) in respect of which a Bondholder has exercised its right to require redemption pursuant to Condition 7(e) (*Redemption at the Option of Bondholders upon a Relevant Event*); or (iv) during the period of 15 calendar 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 3.50 per cent. per annum calculated by the Principal Paying, Transfer and Conversion Agent by reference to the principal amount thereof and payable quarterly in arrear in equal instalments on 23 May, 23 August, 23 November and 23 February in each year (each an “**Interest Payment Date**”), commencing with the Interest Payment Date falling on 23 May 2023.

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 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 the number of Interest Periods normally ending in any year.

“**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 Conversion Right shall have been exercised by a Bondholder, from (and including) the Interest Payment Date immediately preceding the relevant Regular Conversion Date or, if none, the Closing Date (subject in any such case as provided in Condition 6(j) (*Interest on Conversion*)); or (ii) where such Bond is redeemed or repaid pursuant to Condition 7 (*Redemption and Purchase*) or Condition 10 (*Events of Default*), from (and including) 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) (*Interest Rate*) (both before and after judgment) up to, but excluding the Relevant Date.

6 Conversion of Bonds

(a) *Conversion Period and Conversion Price*

Subject to the right of the Issuer to make a Cash Alternative Election pursuant to Condition 6(m) (*Cash Alternative Election*) and otherwise as provided in these Conditions, each Bond shall entitle the holder to convert such Bond into new Shares as determined by the Issuer, credited as fully paid (a “**Conversion Right**”).

Subject to the right of the Issuer to make a Cash Alternative Election pursuant to Condition 6(m) (*Cash Alternative Election*), the number of Shares to be issued on exercise of a Conversion Right shall be equal to the Reference Shares in respect of such exercise.

The initial Conversion Price is €6.4292 per Share. The Conversion Price is subject to adjustment in the circumstances described in Condition 6(b) (*Adjustment of Conversion Price*). The expression “**Conversion Price**” shall be construed accordingly.

Subject to and as provided in these Conditions, the Conversion Right in respect of a Bond may be exercised, at the option of the holder thereof, at any time subject to any applicable fiscal or other laws or regulations and as hereinafter provided from (and including) 23 February 2023 to (and including)

the date falling ten Stockholm business days prior to the Maturity Date or, if such Bond is to be redeemed pursuant to Condition 7(b) (*Redemption at the Option of the Issuer (Clean-Up Call)*) or 7(c) (*Redemption for Taxation Reasons*) prior to the Maturity Date, up to (and including) the date falling ten Stockholm business days before the date fixed for redemption thereof pursuant to Condition 7(b) (*Redemption at the Option of the Issuer (Clean-Up Call)*) or 7(c) (*Redemption for Taxation Reasons*), unless there shall be a default in making payment in respect of such Bond on any 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 given to Bondholders or, if earlier, the Maturity Date or, if the Maturity Date is not a Stockholm business day, the immediately preceding Stockholm business day; provided that, in each case, if such final date for the exercise of Conversion Rights is not a Stockholm business day, then such final date as aforesaid shall instead be the immediately preceding Stockholm business day.

Conversion Rights may not be exercised (i) following the giving of notice by the Trustee pursuant to Condition 10 (*Events of Default*) that the Bonds are immediately due and payable; or (ii) in respect of 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(e) (*Redemption at the Option of Bondholders upon a Relevant Event*).

Save in the circumstances described in Condition 6(i) (*Interest on Conversion*) in respect of any notice given by the Issuer pursuant to Conditions 7(b) (*Redemption at the Option of the Issuer (Clean-Up Call)*) or 7(c) (*Redemption for Taxation Reasons*), Conversion Rights may not be exercised by a Bondholder in circumstances where the relevant Regular Conversion Date would fall during the period commencing on the Record Date in respect of any payment of interest on the Bonds and ending on the relevant Interest Payment Date (both days inclusive).

The period during which Conversion Rights may (subject as provided below) be exercised by a Bondholder is referred to as the “**Conversion Period**”.

Conversion Rights may only be exercised by Bondholders in respect of the whole of the principal amount of a Bond.

Fractions of Shares will not be issued and delivered on exercise of Conversion Rights 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 at any one time such that Shares to be delivered on conversion are to be registered in the same name, the number of such Shares to be delivered in respect thereof shall, in accordance with the definition of “Reference Shares”, 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 Shares.

The Issuer will procure that Shares to be issued and delivered on exercise of Conversion Rights will be issued and delivered to the holder of the Bonds completing the relevant Conversion Notice or his nominee in accordance with the provisions of Condition 6(h) (*Procedure for exercise of Conversion Rights*).

(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 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 Shares in issue immediately before such consolidation, reclassification, redesignation or subdivision, as the case may be; and

B is the aggregate number of 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 Condition 6(b)(i), the date on which the consolidation, reclassification, redesignation or subdivision, as the case may be, takes effect.

(ii) *Capitalisation of profits or reserves*

If and whenever the Issuer shall issue any Shares credited as fully paid to the Shareholders by way of capitalisation of profits or reserves, including any share premium account or capital redemption reserve (other than an issue of Shares constituting a Scrip 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 Shares in issue immediately before such issue; and

B is the aggregate number of Shares in issue immediately after such issue.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this Condition 6(b)(ii), the date of issue of such Shares.

(iii) *Dividends*

(A) If and whenever the Issuer shall declare, announce, make or pay any Dividend to 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 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 Share, with such portion being determined by dividing the Fair Market Value of the aggregate Dividend by the number of Shares entitled to receive the relevant Dividend (or, in the case of a purchase, redemption or buy back of Shares or any depositary or other receipts or certificates representing Shares by or on behalf of the Issuer or any Subsidiary, by the number of Shares in issue immediately following such purchase, redemption or buy back, and treating as not being in issue any Shares, or any 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 Condition 6(b)(iii), 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.

(B) 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 relating in respect of the relevant Dividend.

(iv) *Rights issues*

If and whenever the Issuer or any Subsidiary or (at the direction or request or pursuant to any arrangements with the Issuer or any Subsidiary) any other company, person or entity shall issue any Shares to Shareholders as a class by way of rights, or shall issue or grant to Shareholders as a class by way of rights, any options, warrants or other rights to subscribe for or purchase or otherwise acquire any 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 Shares (or shall grant any such rights in respect of existing Securities so issued), in each case at a consideration receivable per Share (based, where appropriate, on such number of 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 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 Shares in issue on such Ex-Date;

B is the number of Shares which the aggregate consideration (if any) receivable for the 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, Shares, or for the options or warrants or other rights issued by way of rights and for the total number of Shares deliverable on the exercise thereof, would purchase at such Current Market Price per Share; and

C is the number of Shares to be issued or, as the case may be, the maximum number of 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 or purchase price or rate,

provided that if on such Ex-Date such number of 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 Condition 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 Condition 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 Condition 6(b)(iv).

(v) *Issue of Securities to Shareholders*

If and whenever the Issuer or any Subsidiary or (at the direction or request or pursuant to any arrangements with the Issuer or any Subsidiary) any other company, person or entity shall (other than in the circumstances the subject of Condition 6(b)(iv) above) and other than constituting a Scrip Dividend, issue any Securities to Shareholders as a class by way of rights or grant to Shareholders as a class by way of rights any options, warrants or other rights to subscribe for or purchase or otherwise acquire any Securities, 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 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 Share.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this Condition 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 Condition 6(b)(v).

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

If and whenever the Issuer shall issue (otherwise than as mentioned in Condition 6(b)(iv) above) wholly for cash or for no consideration any Shares (other than 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, Shares and other than constituting a Scrip Dividend) or if and whenever the Issuer or any Subsidiary or (at the direction or request or pursuant to any arrangements with the Issuer or any Subsidiary) any other company, person or entity shall issue or grant (otherwise than as mentioned in Condition 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 Shares (other than the Bonds, which term shall for this purpose include any Further Bonds, in each case at consideration receivable per Share (based, where appropriate, on such number of 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 Share on the date of the 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 Shares in issue immediately before the date of first public announcement of the terms of such issue of Shares or issue or grant of options, warrants or other rights as provided above;
- B is the number of Shares which the aggregate consideration (if any) receivable for the issue of such Shares or, as the case may be, for the 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 Share; and
- C is the number of Shares to be issued pursuant to such issue of such Shares or, as the case may be, the maximum number of 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 Condition 6(b)(vi), the “**Specified Date**”) such number of 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 Condition 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 Condition 6(b)(vi), the later of (i) the date of issue of such 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 Condition 6(b)(vi).

(vii) *Other issues*

If and whenever the Issuer or any Subsidiary or (at the direction or request of or pursuant to any arrangements with the Issuer or any Subsidiary) any other company, person or entity shall (otherwise than as mentioned in Conditions 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 constituting a Scrip 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, 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 Shares, and the consideration per Share (based, where

appropriate, on such number of 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 Share on the date of the 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:

where:

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

- A is the number of 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 Shares which the aggregate consideration (if any) receivable for the 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 Shares to be issued or to arise from any such reclassification or redesignation would purchase at such Current Market Price per Share; and
- C is the maximum number of 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 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 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 (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 Condition 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 Condition 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 Condition 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 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 Share (based, where appropriate, on such number of 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 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 Shares in issue immediately before the date of the first public announcement of the terms for such modification;
- B is the number of Shares which the aggregate consideration (if any) receivable for the 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 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 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 Condition 6(b)(viii) or Condition 6(b)(vii) above,

provided that if on the date of first public announcement of the terms of such modification (as used in this Condition 6(b)(viii), the “**Specified Date**”) such number of 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 (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 Condition 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 Condition 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 Condition 6(b)(viii).

(ix) *Certain arrangements*

If and whenever the Issuer or any Subsidiary or (at the direction or request of or pursuant to any arrangements with the Issuer or any Subsidiary) any other company, person or entity shall offer any Shares or Securities in connection with which Shareholders as a class are entitled to participate in arrangements whereby such Shares or Securities may be acquired by them (except where the Conversion Price falls to be adjusted under Conditions 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 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 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 Share.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this Condition 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 Condition 6(b)(ix).

(x) *Change of Control and Free Float Protection*

If a Relevant Event shall occur, then upon any exercise of Conversion Rights where the relevant Regular Conversion Date falls during the Relevant Event Period, the Conversion Price solely for the purpose of such exercise (the “**Relevant Event Conversion Price**”) shall be determined as set out below:

$$RECP = \frac{OCP}{1 + (CP \times \frac{c}{T})}$$

where:

“**RECP**” = means the Relevant Event Conversion Price;

“**OCP**” = means the Conversion Price in effect on the relevant Conversion Date;

“**CP**” = means 32.5 per cent. (expressed as a fraction);

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

“t” = means the number of calendar 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) (*Adjustment of Conversion Price*) (even if the relevant circumstance is specifically excluded from the operation of Conditions 6(b)(i) to 6(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 Condition 6(b)(xi) if such Independent Adviser is so requested to make such a determination not more than 21 calendar 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) (*Adjustment of Conversion Price*) 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 (or for any other reason) 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) (*Consolidation, reclassification, redesignation or subdivision*) above, no adjustment shall be made that would result in an increase in the Conversion Price.

(xiii) Calculation of consideration

For the purpose of any calculation of the consideration receivable or price pursuant to Conditions 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 Shares issued for cash shall be the amount of such cash;
- (b) (x) the aggregate consideration receivable or price for 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 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 Condition 6(b)(iv) or as at the relevant date of first public announcement referred to in Conditions 6(b)(vi), 6(b)(vii) 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 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 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 Condition 6(b)(iv)) or the relevant date of first public announcement (in the case of Conditions 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 Shares or 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, Shares shall be issued or issuable for a consideration receivable in more than one or in different currencies then the consideration receivable per 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 Shares so issued; and
- (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.

(c) ***Adjustment to Conversion Date***

If, in respect of any exercise of Conversion Rights, (i) the Applicable Registration Date would (assuming for this purpose only that the Conversion Date is the Regular Conversion Date) be after the date which is (a) the record date in respect of any consolidation, reclassification, redesignation or subdivision as is mentioned in Condition 6(b)(i) (*Consolidation, reclassification, redesignation or subdivision*), or (b) the record date or other due date for the establishment of entitlement for any such distribution, issue or grant 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 (d) the date of the first public announcement of the terms of any such modification as is mentioned in Condition 6(b)(viii), and (ii) the relevant Regular Conversion Date falls before the relevant adjustment (if any) to the Conversion Price becomes effective under Condition 6(b) (*Adjustment of Conversion Price*) (such adjustment, a “**Pre-Registration Adjustment**”), then the Conversion Date in respect of such exercise of Conversion Rights shall be adjusted to be the Reference Date in respect of such Pre-Registration Adjustment and the Issuer shall take 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 the Shares to be issued as soon as practicable and in any event no later than the Scheduled Settlement Date (determined, for the avoidance of doubt, on the basis of the Conversion Date so adjusted) (and to procure that the relevant application for registration is made by no later than the fifth Stockholm business day prior to the Scheduled Settlement Date), provided that if in the case of Conditions 6(b)(ii), 6(b)(iii), 6(b)(iv), 6(b)(v) or 6(b)(ix) the relevant Bondholder shall be entitled to receive the relevant Shares, Securities or Dividends in respect of the Shares, Securities or Dividends in respect of the Shares to be issued and delivered to it, then no such Pre-Registration Adjustment shall apply and the Conversion Date shall not be so adjusted.

(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 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 (save in the case of manifest error) be final and binding on the Issuer, the Trustee, the Bondholders, the Calculation Agent (in the case of a determination by an Independent Adviser), the Registrar 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, the Registrar or the Paying, Transfer and Conversion

Agents in respect of anything done, or omitted to be done, relating to that matter, 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 its capacity as Calculation Agent as against the Trustee, the Bondholders, the Registrar 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 and if any doubt shall arise as to the calculation of the relevant Conversion Price, and following consultation between the Issuer, the Calculation Agent 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), the Registrar the Paying, Transfer and Conversion Agents and the Trustee, save in the case of manifest error.

(e) *Share or Option Schemes*

No adjustment to the Conversion Price will be made where 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 €0.0001, shall be rounded down to the nearest whole multiple of €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.

The Conversion Price shall not in any event be reduced to below the nominal value of the Shares and 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 value or any minimum level permitted by applicable laws or regulations.

Notice of any adjustments to the Conversion Price shall be given by the Issuer to Bondholders in accordance with Condition 17 (*Notices*) and to the Trustee promptly after the determination thereof.

(g) Change of Control or Free Float Event

- (i) Within 7 calendar days following the occurrence of a Relevant Event, the Issuer shall give notice thereof to the Trustee and to the Bondholders in accordance with Condition 17 (*Notices*) (a “**Relevant Event Notice**”). The Relevant Event Notice shall contain a statement informing Bondholders of their entitlement to exercise their 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) (*Redemption at the Option of Bondholders upon a Relevant Event*).

The Relevant Event Notice shall also specify:

- (A) all information material to Bondholders concerning the Change of Control and/or the Free Float Event, as the case may be;
- (B) the Conversion Price immediately prior to the occurrence of the Relevant Event and the Relevant Event Conversion Price applicable pursuant to Condition 6(b)(x) (*Change of Control and Free Float Protection*) on the basis of the Conversion Price in effect immediately prior to the occurrence of the Relevant Event;
- (C) the Closing Price of the Shares as at the latest practicable date prior to the publication of the Relevant Event Notice;
- (D) the Relevant Event Period;
- (E) the Put Date; and
- (F) such other information relating to the Relevant Event as the Trustee may reasonably require.

The Trustee shall not be required to monitor or take any steps to ascertain whether a Change of Control or a Free Float 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 Conversion Rights

Conversion Rights may be exercised by a Bondholder during the Conversion Period 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 conversion (a “**Conversion Notice**”) in the form (for the time being current) obtainable from any Paying, Transfer and Conversion Agent. 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 Conversion Notice is delivered is located. A Conversion Notice can be deemed received by a Paying, Transfer and Conversion Agent if sent by electronic means. In the Conversion Notice, the Bondholder is required to designate, among other things, details of the account with Euroclear Sweden and the name or names in which the Shares shall be issued and registered.

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 date on which such delivery is so made or deemed to be made in respect of any exercise of Conversion Rights shall be the “**Conversion Request Date**” in respect of such exercise.

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

Conversion Rights may only be exercised in respect of the whole of the principal amount of a Bond. If Conversion Rights are exercised in respect of some only of a holding of Bonds represented by a certificate, the Issuer shall procure the delivery to the relevant Bondholder of a certificate representing those Bonds in respect of which Conversion Rights have not been so exercised.

A Conversion Notice, once delivered, shall be irrevocable.

The conversion date in respect of a Bond (the “**Conversion Date**”) shall be the Regular Conversion Date, subject to adjustment pursuant to Condition 6(c).

“**Regular Conversion Date**” means, in respect of any exercise of Conversion Rights, the business day in Stockholm immediately following the Conversion Request Date in respect of such exercise.

A Bondholder exercising Conversion Rights must pay directly to the relevant authorities any taxes and capital, stamp, issue and registration and transfer taxes and duties arising on such exercise (other than any taxes or capital, stamp, issue and registration and transfer taxes and duties payable in the Kingdom of Sweden in respect of the issue and delivery of any Shares in respect of such exercise, which shall be paid by the Issuer). If the Issuer shall fail to pay any taxes and capital, stamp, issue and registration and transfer taxes and duties payable for which it is responsible as provided above, 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.

Such 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 Conversion Rights by it.

The Trustee shall not be responsible for monitoring or determining whether such taxes or capital, stamp, issue and registration and transfer taxes and duties are payable or the amount thereof and it shall not be responsible or liable to any person for any failure by the Issuer to pay such taxes or capital, stamp, issue and registration and transfer taxes and duties.

(i) **Shares**

The person or persons specified for such purpose in the relevant Conversion Notice will become the holder of record of the number of 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 Sweden (the “**Registration Date**” in respect of the relevant exercise of Conversion Rights). Registration in the share register maintained with Euroclear Sweden will occur following registration of such Shares with the Swedish Companies Registration Office. The Shares issued and registered upon conversion of the Bonds will be fully paid, and will in all respects rank *pari passu* with the Shares in issue on the relevant Registration Date except that such 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 Shares will be registered in the Issuer's share register on an interim basis in accordance with the Rules and will entitle holders to exercise voting rights.

The Issuer shall take all reasonable endeavours to procure such registration of the Shares to be issued as aforesaid as soon as practicable and in any event no later than the Scheduled Settlement Date (and will procure that the relevant application for registration is made by no later than the fifth Stockholm business day prior to the Scheduled Settlement Date).

Save as provided in Condition 6(j) (*Interest on Conversion*), no payment or adjustment shall be made on exercise of Conversion Rights for any interest which otherwise would have accrued on the relevant Bonds since the last Interest Payment Date preceding the Regular Conversion Date relating to such Bonds (or, if such Regular Conversion Date falls before the first Interest Payment Date, since the Closing Date).

(j) *Interest on Conversion*

If any notice requiring the redemption of the Bonds is given pursuant to Condition 7(b) (*Redemption at the Option of the Issuer (Clean-Up Call)*) or Condition 7(c) (*Redemption for Taxation Reasons*) on or after the fifteenth Stockholm business day 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 Shares where such notice specifies a date for redemption falling on or prior to the date which is 14 Stockholm business days after the Interest Payment Date next following such record date (or other due date for establishment or entitlement), interest shall accrue at the rate provided in Condition 5(a) (*Interest Rate*) on Bonds in respect of which Conversion Rights shall have been exercised and in respect of which the Applicable Registration Date falls after such record date or other due date for establishment of entitlement and the Regular Conversion Date falls on or prior to the Interest Payment Date next following such record date (or other due date for establishment of entitlement) in respect of such Dividend or distribution, in each case from and including the preceding Interest Payment Date (or, if such Regular Conversion Date falls before the first Interest Payment Date, from the Closing Date) to but excluding such Regular Conversion Date. The Issuer shall pay any such interest by not later than 14 calendar days after the relevant Regular Conversion Date by transfer to a euro account with a bank in a city in which banks have access to the TARGET System accordance with instructions given by the relevant Bondholder in the relevant Conversion Notice.

(k) *Purchase or Redemption of Shares*

The Issuer or any Subsidiary 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 Shares) or any depository or other receipts or certificates representing the same without the consent of the Bondholders.

(l) *No Duty to Monitor*

None of the Paying, Transfer and Conversion Agents, the Registrar, the Trustee or the Calculation Agent 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 any of them to do so, nor shall the Paying, Transfer and Conversion Agents, the Registrar, the Trustee 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) Cash Alternative Election

Upon exercise of Conversion Rights by a Bondholder, the Issuer may make an election (a “**Cash Alternative Election**”) by giving notice (a “**Cash Alternative Election Notice**”) to the relevant Bondholder by not later than the Cash Alternative Election Date. A Cash Alternative Election Notice shall be sent to the address (or, if a fax number or email address is provided in the relevant Conversion Notice for such purpose, that fax number or email address) specified for that purpose in the relevant Conversion Notice (with a copy to the Trustee, the Principal Paying, Transfer and Conversion Agent and the Calculation Agent).

“**Cash Alternative Election Date**” means the date falling four dealing days following the relevant Conversion Date.

A Cash Alternative Election Notice shall be irrevocable and shall specify:

- (1) the Conversion Price in effect on the relevant Conversion Date and the number of Reference Shares in respect of such exercise of Conversion Rights;
- (2) the aggregate number of Cash Settled Shares in respect of the relevant exercise of Conversion Rights and by reference to which the Cash Alternative Amount is to be calculated; and
- (3) if the aggregate number of Cash Settled Shares is less than the aggregate number of Reference Shares in respect of the relevant exercise of Conversion Rights, the aggregate number of Physically Settled Shares to be issued and delivered by the Issuer to the relevant Bondholder in respect of such exercise of Conversion Rights.

Where a Cash Alternative Election is made in respect of an exercise of Conversion Rights, the Issuer shall satisfy the relevant exercise of Conversion Rights by (i) issuing and delivering the relevant number of Physically Settled Shares (if any) as provided in these Conditions and (ii) making payment or procuring that payment is made, to the relevant Bondholder of the Cash Alternative Amount in respect of the relevant Cash Settled Shares, together with any other amount payable by the Issuer to such Bondholder pursuant to these Conditions in respect of or relating to the relevant exercise of Conversion Rights, including any interest payable pursuant to Condition 6(j) (*Interest on Conversion*).

The Issuer will pay the relevant Cash Alternative Amount, together with any other amount as aforesaid, by not later than 5 TARGET Business Days following the last day of the Cash Alternative Calculation Period by transfer to a euro account with a bank in a city in which banks have access to the TARGET System in accordance with instructions contained in the relevant Conversion Notice.

(n) Consolidation, Amalgamation or Merger

Without prejudice to Condition 6(b)(x) (*Change of Control and Free Float Protection*), in the case of any consolidation, amalgamation or merger of the Issuer with any other corporation where such other corporation is the continuing entity (a “**Successor in Business**”) (other than where such consolidation, amalgamation or merger constitutes a Change of Control or an Excluded Transaction (as defined below)), the Issuer shall forthwith give notice thereof to the Bondholders, the Calculation Agent and the Trustee and will take such steps or procure that such steps are taken as shall be required, subject to applicable law and as provided in the Trust Deed (including the execution of a deed supplemental to or amending the Trust Deed (including the Conditions)):

- (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) economically equivalent to the Conversion Price existing immediately prior to the implementation of such consolidation, amalgamation or merger, 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 at least the same or equivalent powers, protections, rights and benefits to the Trustee and the Bondholders following the implementation of such succession in business as they provided to the Trustee and the Bondholders prior to the implementation of such succession in business, *mutatis mutandis*.

The satisfaction of the requirements set out in subparagraphs (i) and (ii) of this Condition 6(n) by the Issuer is herein referred to as a “**Permitted Cessation of Business**”. Notwithstanding any other provision of these Conditions, a Permitted Cessation of Business 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 Cessation of Business, references in these Conditions, the Trust Deed, the Calculation Agency Agreement 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) and (ii) of this Condition 6(n), 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 effecting any Conversion Right Transfer and the substitution of any Successor in Business as principal debtor (including, *inter alia*, the execution of a deed supplemental to or amending the Trust Deed (including the Conditions)), provided that the Trustee shall not be obliged so to concur if in the opinion of the Trustee doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the 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.

A consolidation, amalgamation or merger of the Issuer with any other corporation shall constitute an “**Excluded Transaction**” if as a result of such consolidation, amalgamation or merger the Issuer is not a continuing corporation and (1) the equity shares (or similar) of the Successor in Business are not admitted to trading and listing on (i) the Relevant Stock Exchange or a Regulated Market, or (ii) on a regulated, regularly operating, recognised stock exchange in an OECD State; or (2) the equity shares (or similar) of the Successor in Business are so admitted to trading and listing but the Free Float in respect of such equity shares (or similar) shall have been less than 10 per cent. on each of the 25 dealing days in respect of such equity shares (or similar) ending on and including the date such consolidation, amalgamation or merger takes effect (or if that is not a dealing day in respect of such equity shares (or similar), the immediately precedent such dealing day).

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 Paying, Transfer and Conversion Agents, the Registrar, the Calculation Agent and all other parties, save in the case of manifest error.

The above provisions of this Condition 6(n) will apply, *mutatis mutandis* to any subsequent consolidations, amalgamations, mergers, sales or transfers.

7 Redemption and Purchase

(a) *Final Redemption*

Unless previously purchased and cancelled, redeemed 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) (*Redemption at the Option of the Issuer (Clean-Up Call)*) or 7(c) (*Redemption for Taxation Reasons*).

(b) *Redemption at the Option of the Issuer (Clean-Up Call)*

On giving not less than 30 nor more than 60 calendar days' notice (an "**Optional Redemption Notice**") to the Trustee and to the Bondholders in accordance with Condition 17 (*Notices*), 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 to such date, if, prior to the date the relevant Optional Redemption Notice is given, 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).

On the Optional Redemption Date, the Issuer shall redeem the Bonds at their principal amount, together with accrued interest up to (but excluding) the Optional Redemption Date.

(c) *Redemption for Taxation Reasons*

At any time the Issuer may, having given not less than 45 nor more than 60 calendar days' notice (a "**Tax Redemption Notice**") to the Bondholders 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 up to (but excluding) such date, if the Issuer satisfies the Trustee immediately prior to the giving of such notice that (i) the Issuer has or will become obliged to pay additional amounts in respect of payments of interest on the Bonds pursuant to Condition 9 (*Tax Gross Up*) as a result of any change in, or amendment to, the laws or regulations of the Kingdom of Sweden 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 17 February 2023, 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 calendar 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 notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Trustee (a) a certificate signed by two Authorised Signatories of the Issuer stating that the obligation referred to in (i) above has arisen and 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 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 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 and 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 (*Tax Gross Up*) requiring the Issuer to pay additional amounts shall not apply in respect of any payment of interest 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 (*Tax Gross Up*) and payment of all amounts of such interest on such Bonds shall be made subject to the deduction or withholding of any Swedish taxation 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, together with the relevant Bonds, on or before the day falling 10 calendar days prior to the Tax Redemption Date. 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 by uninsured post to, and at the risk of, the relevant Bondholder.

(d) *Optional Redemption 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 (as defined below) or which specifies a date for a redemption falling in a Relevant Event Period or an Offer Period or the period of 21 calendar 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 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 or, as the case may be, the Tax Redemption Date, which shall be a TARGET Business Day, (ii) the Conversion Price, the aggregate principal amount of the Bonds outstanding and the Closing Price of the Shares, in each case as at the latest practicable date prior to the publication of the Optional Redemption Notice or, as the case may be, the Tax Redemption Notice and (iii) the last day on which 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 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 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.

(e) ***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 (a “**Put Exercise Notice**”), at any time during the Relevant Event Period. The “**Put Date**” shall be the fourteenth TARGET Business Day after the expiry of the Relevant Event Period.

Payment in respect of any such Bond shall be made by transfer to a euro account with a bank in a city in which banks have access to the TARGET System 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 redeem all Bonds the subject of Put Exercise Notices delivered as aforesaid on the Put Date.

If a Put Exercise Notice is delivered following and in respect of a Free Float Event on a day which falls in more than one Relevant Event Period arising in respect of a Free Float Event, then such Put Exercise Notice will be deemed to have been received during the first such Relevant Event Period and, accordingly the Issuer shall redeem the relevant Bonds on the Put Date which falls on the fourteenth Stockholm business day after the expiry of such first Relevant Event Period (or, if that is not a TARGET Business Day, the next following TARGET Business Day).

(f) ***Purchase***

Subject to the requirements (if any) of any stock exchange 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 may at any time purchase any Bonds in the open market or otherwise at any price. Any Bonds purchased by a Subsidiary may be held, re-sold or re-issued or, at the option of the relevant purchaser, surrendered to any Paying, Transfer and Conversion Agent for cancellation. The Bonds so purchased, while held by or on behalf of the Issuer or by or on behalf of any Subsidiary, shall not entitle the holder to vote at any meeting of the Bondholders, or otherwise to exercise any voting rights and shall be deemed not to be outstanding for the purposes of calculating quorums at meetings or for voting on any Extraordinary Resolution or for the purposes of Condition 14(a) (*Meetings of Bondholders*).

(g) ***Cancellation***

All Bonds which are redeemed or in respect of which Conversion Rights are exercised will be cancelled and may not be reissued or resold. Bonds purchased by the Issuer shall be surrendered to the Principal Paying, Transfer and Conversion Agent for cancellation and may not be reissued or re-sold.

(h) ***Multiple Notices***

If more than one notice of redemption is given pursuant to this Condition 7 (*Redemption and Purchase*), the first of such notices to be given shall prevail.

8 Payments

(a) ***Principal and interest***

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, other than as provided in Condition 8(a) (*Principal and Interest*), will be made as provided in these Conditions.

(c) ***Record Date***

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

(d) ***Payments***

Each payment in respect of the Bonds pursuant to Condition 8(a) (*Principal and Interest*) will be made by transfer to a euro account maintained by the payee with a bank in a city in which banks have access to the TARGET System.

(e) ***Payments subject to fiscal laws***

All payments in respect of the Bonds are subject in all cases to (i) any applicable fiscal or other laws and regulations in the place of payment but without prejudice to Condition 9 (*Tax Gross Up*) and (ii) 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 TARGET Business Day.

(g) ***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. The Issuer reserves the right under the Calculation Agency Agreement at any time to vary or terminate the appointment of the Calculation Agent and to appoint another Calculation Agent, provided that it will maintain a Calculation Agent which shall be a financial institution of international repute or a financial adviser with appropriate expertise. Note of any change in the Calculation Agent will promptly be given by the Issuer to the Bondholders in accordance with Condition 17 (*Notices*).

(h) 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.

(i) 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 certificate (the “**Global Certificate**”) registered in the name of, and held by a nominee on behalf of, a common depositary for Euroclear Bank SA/NV (“**Euroclear**”) and/or Clearstream Banking S.A. (“**Clearstream, Luxembourg**”). All payments in respect of Bonds represented by the Global Certificate 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.*

9 Tax Gross Up

All payments made by or on behalf of the Issuer in respect of the Bonds will 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 Kingdom of Sweden 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.

If 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 respect of interest on any Bond to a holder (or to a third party on behalf of a holder) who is subject to such taxes, duties, assessments or governmental charges in respect of such Bond by reason of his having some connection with the Kingdom of Sweden otherwise than merely by holding the Bond or by the receipt of 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 provisions of this Condition 9 requiring the Issuer to pay additional amounts shall not apply in respect of any payments of interest 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(c) (*Redemption for Taxation Reasons*).

10 Events of Default

The Trustee at its discretion may, and if so requested in writing by the holders of not less than one-fifth in principal amount of the Bonds then outstanding or if so directed by an Extraordinary Resolution (subject in the case of the happening of any of the events described in paragraphs 10(iv) and 10(vii) to 10(ix) below, only if the Trustee shall have certified in writing to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the Bondholders and, in all cases, to the Trustee being indemnified and/or prefunded and/or secured to its satisfaction) shall give notice to the Issuer that the Bonds are and they shall

immediately become due and repayable in each case at their principal amount together with accrued interest if any of the following events (each, subject to where applicable to certification by the Trustee as aforesaid, an “**Event of Default**”) occurs and is continuing:

- (i) **Non-payment of principal:** the Issuer fails to pay any amount of principal payable in respect of any of the Bonds when due and such default continues for a period of seven days; or
- (ii) **Non-payment of interest:** the Issuer fails to pay any amount of interest payable in respect of any of the Bonds when due and such default continues for a period of 14 days; or
- (iii) **Failure to deliver on conversion or to pay other amounts:** the Issuer fails to deliver Shares following any exercise of Conversion Rights or to pay any amount payable in respect of the Bonds (other than as provided in (i) and (ii) above) and such failure continues for a period of seven days; or
- (iv) **Breach of other obligations:** the Issuer defaults in the performance or observance of any of its other obligations under the Bonds or the Trust Deed and (except in any case where the Trustee considers the failure to be incapable of remedy, when no continuation or notice as is hereafter mentioned will be required) such default continues unremedied for 30 days or such longer period as the Trustee may agree after the Trustee has given written notice thereof to the Issuer requiring the same to be remedied; or
- (v) **Cross-default:**
 - (a) any Indebtedness of the Issuer or any of its Subsidiaries is not paid when due or (as the case may be) within any originally applicable grace period;
 - (b) any such Indebtedness becomes due and payable prior to its stated maturity otherwise than at the option of:
 - i. the Issuer;
 - ii. the Bondholders (following exercise of Conversion Rights or pursuant to Condition 7(c) (*Redemption for Taxation Reasons*) or Condition 7(e) (*Redemption at the Option of Bondholders upon a Relevant Event*) on a Relevant Event);
 - iii. the relevant Subsidiary; or
 - iv. (*provided that* no event of default, howsoever described, has occurred) any person entitled to such Indebtedness; or
 - (c) the Issuer or any of its Subsidiaries fails to pay when due any amount payable by it under any Guarantee of any Indebtedness and remains unpaid,
provided that the amount of Indebtedness referred to in Condition 10(v)(a) and (b) above and/or the amount payable under any Guarantee referred to in Condition 10(v)(c) above individually or in the aggregate exceeds 1 per cent. of Consolidated Total Assets and *provided further that* no default shall occur under Condition 10(v)(b) above where such default occurs as a direct result of a change in legislation or regulations in Sweden, whereby the Issuer or any of its Subsidiaries is prohibited from holding state subsidised loans and the Issuer and/or any Subsidiary (as applicable) therefore is required to redeem such loans prior to their original maturity as a result thereof; or
- (vi) **Judgment default:** one or more final judgments or orders or arbitration awards for the payment of an amount, whether individually or in aggregate, in excess of 1 per cent. of Consolidated

Total Assets is rendered or granted against the Issuer or any of its Subsidiaries and continue(s) unsatisfied and unstayed for a period of 30 days after the date thereof or, if later, the date therein specified for payment; or

(vii) **Security enforced:** a secured party takes possession, or a receiver, manager or other similar officer is appointed, of the whole or a substantial part of the undertaking, assets and revenues of any member of the Group; or

(viii) **Insolvency etc:**

- i. the Issuer or any of its Material Subsidiaries becomes insolvent or is unable to pay its debts as they fall due save for any proceedings or actions which are contested in good faith and discharged, stayed or dismissed within twenty-eight (28) days of its commencement;
- ii. an administrator or liquidator is appointed (or application for any such appointment is made) in respect of the Issuer or any Material Subsidiary or the whole or any substantial part of the undertaking, assets and revenues of the Issuer or any Material Subsidiary, save (x) for any proceedings or actions which are contested in good faith and discharged, stayed or dismissed within twenty-eight (28) days of its commencement; or (y) as a result of or in connection with or for the purposes of a substitution of a Successor in Business in place of the Issuer (or any previous substitute under these Conditions) pursuant to these Conditions following and in respect of a Permitted Cessation of Business; or
- iii. the Issuer or any Material Subsidiary takes any action for a readjustment or deferment of any of their obligations or make a general assignment or an arrangement or composition with or for the benefit of their creditors or declare a moratorium in respect of any of their Indebtedness or any Guarantee of any Indebtedness given by the Issuer or any of its Material Subsidiaries.

In this Condition 10(viii), “**Material Subsidiary**” means, at any particular time, a Subsidiary whose consolidated total assets or consolidated pre-tax profits as shown in the most recent consolidated audited financial statements represent 5 per cent. or more of the consolidated total assets or consolidated pre-tax profits of the Issuer as calculated by reference to the Issuer’s most recent consolidated audited financial statements; or

(ix) **Invalidity or unenforceability:**

- i. any action, condition or thing (including any consent approvals, registration or filing) at any time required to be taken, fulfilled, obtained or done in order (A) to enable the Issuer lawfully to enter into, exercise its rights and perform and comply with its obligations under and in respect of the Bonds, the Trust Deed, the Agency Agreement or the Calculation Agency Agreement, (B) to ensure that those obligations are legal, valid, binding and enforceable and (C) to make the Bonds, the Trust Deed, the Agency Agreement and the Calculation Agency Agreement admissible as evidence in the courts of England or Sweden is not taken, fulfilled or done; or
- ii. it is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Bonds, the Trust Deed, the Agency Agreement or the Calculation Agency Agreement; or

- (x) **Substantial Change in Business:** the Issuer or any member of the Group ceases or threatens to cease to carry on all or any substantial part of its business (otherwise than, in the case of a Subsidiary, for the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent by the Group and/or a Permitted Cessation of Business).

11 Undertakings

Whilst any 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 (save in the case of Conditions 11(g) or 11(n) where no such determination of material prejudice is required or in the case of Condition 11(b)(ii) and 11(e)(viii) where the Trustee can, acting upon the advice of the Independent Adviser, assume that it is not materially prejudicial to the interests of the Bondholders) to give such approval:

- (a) not issue or pay up any Securities, in either case by way of capitalisation of profits or reserves, other than:
- (i) by the issue of fully paid Shares or other Securities to Shareholders and other holders of shares in the capital of the Issuer which by their terms entitle the holders thereof to receive other shares or Securities on a capitalisation of profits or reserves; or
 - (ii) pursuant to a Newco Scheme; or
 - (iii) by the issue of Shares paid up in full (in accordance with applicable law) and issued wholly, ignoring fractional entitlements, in lieu of the whole or part of a Dividend in cash; or
 - (iv) by the issue of fully paid equity share capital (other than Shares) to the holders of equity share capital of the same class and other holders of shares in the capital of the Issuer which by their terms entitle the holders thereof to receive equity share capital (other than Shares); or
 - (v) by the issue of Shares or any equity share capital to, or for the benefit of, any employee or former employee, director or executive holding or formerly holding executive office of the Issuer or any of its Subsidiaries or any associated company or to trustees or nominees to be held for the benefit of any such person, in any such case pursuant to an employee, director or executive share or option scheme whether for all employees, directors, or executives or any one or more of them,
- unless, in any such case, the same constitutes a Dividend or otherwise gives rise (or would, but for the provisions of Condition 6(f) (*Rounding Down and Notice of Adjustment to the Conversion Price*) relating to roundings or the carry forward of adjustments, give rise) to an adjustment to the Conversion Price;
- (b) not modify the rights attaching to the 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 Shares but so that nothing in this Condition 11(b) shall prevent:
- (i) any consolidation, reclassification, redesignation or subdivision of the Shares; or
 - (ii) any modification of such rights which is not, in the determination of an Independent Adviser, materially prejudicial to the interests of the holders of the Bonds upon which determination the Trustee shall be entitled to rely absolutely; or

- (iii) 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 to 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 Shares, dealt with under such procedures); or
 - (iv) 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) (*Rounding Down and Notice of Adjustment to the Conversion Price*) relating to roundings or the carry forward of adjustments or, where comprising Shares, the fact that the consideration per Share receivable therefor is at least 95 per cent. of the Current Market Price per Share on the relevant date, otherwise result, in an adjustment to the Conversion Price; or
 - (v) any issue of equity share capital or modification of rights attaching to the 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);
- (c) procure that no Securities (whether issued by the Issuer or any Subsidiary or procured by the Issuer or any Subsidiary to be issued or issued by any other person pursuant to any arrangement with the Issuer or any Subsidiary) issued without rights to convert into, or exchange or subscribe for, Shares shall subsequently be granted such rights exercisable at a consideration per Share which is less than 95 per cent. of the Current Market Price per Share or, at a consideration per Share which is less than 95 per cent. of the Fair Market Value per Share at the close of business on the last dealing day preceding the date of the first public announcement of the proposed inclusion of such rights unless the same gives rise (or would, but for the provisions of Condition 6(f) (*Rounding down and Notice of Adjustment to the Conversion Price*) relating to roundings 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 Shares of differing nominal values, save where such Shares have the same economic rights;
- (d) 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, Shares could not, under any applicable law then in effect, be legally issued as fully paid;
- (e) not reduce its issued share capital, statutory reserve, or any uncalled liability in respect thereof, or any non-distributable reserves, except:
- (i) pursuant to the terms of issue of the relevant share capital; or
 - (ii) by means of a purchase or redemption of share capital of the Issuer to the extent, in any such case, permitted by applicable law; or
 - (iii) as permitted by the Swedish Companies Act, Chapter 20, Section 35, sub-sections 1 and 2; or
 - (iv) where the reduction does not involve any distribution of assets; or
 - (v) to create distributable reserves; or

- (vi) pursuant to a Newco Scheme; or
- (vii) by way of transfer to reserves as permitted under applicable law; or
- (viii) where the reduction is permitted by applicable law and the Trustee is advised in writing by an Independent Adviser (and the Trustee shall be entitled to rely on such advice without liability to any person), acting as an expert, that in its opinion the interests of the Bondholders will not be materially prejudiced by such reduction; or
- (ix) where the reduction is permitted by applicable law and results in (or would, but for the provisions of Condition 6(f) (*Rounding Down and Notice of Adjustment to the Conversion Price*) relating to roundings or the carry forward of adjustments, result in) an adjustment to the Conversion Price or is otherwise taken into account for the purposes of determining whether such an adjustment should be made,

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 Shares and any depositary or other receipts or certificates representing Shares without the consent of Bondholders;

- (f) if any offer (other than a Newco Offer) is made to all (or as nearly as may be practicable all) Shareholders (or all (or as nearly as may be practicable all) such Shareholders other than the offeror and/or any associates of the offeror) to acquire all or a majority of the issued Shares, or if a scheme is proposed with regard to such acquisition (other than a Newco Scheme), give notice of such offer or scheme to the Trustee and the Bondholders at the same time as any notice thereof is sent to the 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 Shares issued during the period of the offer or scheme arising out of the exercise of the Conversion Rights by the Bondholders and/or to the holders of the Bonds (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 Shares to which such Bondholders would be entitled assuming Bondholders were to exercise their Conversion Rights such that the Regular Conversion Date fell in the Relevant Event Period);
- (g) 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 or Newco Offer, as the case may be, (I) in the case of a Scheme of Arrangement, at its 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) subject to and as provided in the Trust Deed; or (b) Newco becomes a guarantor under the Bonds and the Trust Deed and, in either case, that such amendments are made to these Conditions, the Trust Deed, the Agency Agreement and the Calculation Agency Agreement as are necessary, in the opinion of the Trustee, to ensure that the Bonds may be converted into or exchanged for ordinary shares in Newco (or depositary or other receipts or certificates representing ordinary shares of Newco) and/or a Cash Alternative Amount *mutatis mutandis* in accordance with and subject to these Conditions and the Trust Deed and (II) in the case of a Newco Offer, the Bondholders receive bonds issued by Newco having in all material respects the same terms and conditions as the Bonds, and in the case of (I) or (II) above, the ordinary shares of Newco are:

- (A) admitted to the Relevant Stock Exchange; or
 - (B) admitted to listing on another regulated, regularly operating, recognised stock exchange or securities market as determined by Newco;
- (h) use all reasonable endeavours to ensure that the 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 accepted for dealing, as soon as is practicable, on any other stock exchange or securities market on which the 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 Shares);
 - (i) for so long as any Bond remains outstanding, use all reasonable endeavours to ensure that its issued and outstanding Shares shall be admitted to listing on the Relevant Stock Exchange;
 - (j) ensure that all necessary steps are taken for the registration with the Swedish Companies Registration Office of the Shares to be issued on conversion as soon as practicable following the relevant Conversion Date, and that on the Stockholm business day 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 Sweden the person or persons designated for the purpose in the relevant Conversion Notice as the holder or holders of the relevant number of Shares and pending such registration with the Swedish Companies Registration Office will procure that such Shares are registered on an interim basis in the Issuer's share register through registration in the share accounts maintained with Euroclear Sweden as soon as practicable following the relevant Conversion Date;
 - (k) 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;
 - (l) at all times keep available for issue, free from pre-emptive rights out of its authorised but unissued capital, sufficient authorised but unissued Shares to enable the exercise of Conversion Rights in respect of the Bonds (including any Further Bonds) then outstanding, and all rights of subscription and exchange for Shares, to be satisfied in full;
 - (m) 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 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 Shares;
 - (n) use all reasonable endeavours to make or cause to be made an application for the Bonds to be admitted to trading 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) before 25 March 2023 and to maintain such admission to trading for so long as any of the Bonds remain outstanding, save that if the Issuer is unable to maintain such admission to trading as aforesaid having used such endeavours or if the Issuer delivers to the Trustee a certificate of the Issuer signed by two of its Authorised Signatories that the maintenance of such admission to trading is unduly onerous, the Issuer undertakes to use all reasonable endeavours to obtain an admission to

trading for the Bonds on such other stock exchange or competent listing authority as is commonly used for the admission to trading of equity-linked debt securities as the Issuer may from time to time determine and the Issuer will forthwith give notice to the Bondholders and the Trustee of any such admission to trading or failure to admit to trading of the Bonds on any of such stock exchanges; and

- (o) 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 on request of the Trustee a certificate of two Authorised Signatories 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 event has occurred as to the details of such event. The Trustee will be entitled to rely on such certificate (without further 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 delivery of 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 and indemnity 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 of these Conditions or any provisions of 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, *inter alia*, (i) to change the Maturity Date, the Put Date or the dates on which principal, interest or any other amount in respect of the Bonds is payable, (ii) to modify the circumstances in which the Issuer or Bondholders are entitled to redeem the Bonds

pursuant to Condition 7(b) (*Redemption at the Option of the Issuer (Clean-Up Call)*), 7(c) (*Redemption for Taxation Reasons*) or 7(e) (*Redemption at the Option of Bondholders upon a Relevant Event*), (iii) to reduce or cancel the principal amount of, or interest on, or any other amount payable in respect of, the Bonds or to reduce the amount payable on redemption of the Bonds, (iv) to modify the basis for calculating the interest or any other amount payable in respect of the Bonds (except if the same will result in an increase in interest or such other amount payable in respect of the Bonds), (v) to modify the provisions relating to, or cancel, the Conversion Rights or the rights of Bondholders to receive Shares and/or the Cash Alternative Amount pursuant to these Conditions (other than pursuant to or as a result of any amendments to these Conditions, the Trust Deed, the Agency Agreement and the Calculation Agency Agreement made pursuant to and in accordance with the provisions of Condition 11(g) ("**Newco Scheme Modification**"), and other than a reduction to the Conversion Price or an increase in the number of Shares and/or the Cash Alternative Amount), (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 or the denomination of the Bonds or of any payment in respect of the Bonds, (viii) to change the governing law of the Bonds, the Trust Deed, the Calculation Agency Agreement 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) (*Substitution*)), 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 and whether or not they voted on such resolution).

The Trust Deed provides that (i) a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. of the aggregate principal amount of Bonds (which 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 75 per cent. 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.

No consent or approval of Bondholders shall be required in connection with any Newco Scheme Modification.

(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, the Calculation Agency Agreement, any agreement supplemental to the Agency Agreement, any agreement supplemental to the Calculation 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, the Calculation Agency Agreement, any agreement supplemental to the Agency Agreement, any agreement supplemental to the Calculation 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, the Calculation Agency Agreement, any agreement supplemental to the Agency Agreement, any agreement supplemental to the Calculation 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 will not be materially prejudiced thereby. Any such modification, authorisation, waiver or determination shall be binding on the Bondholders and such modification, authorisation, waiver or determination shall be notified to the Bondholders promptly in accordance with Condition 17 (*Notices*).

(c) *Substitution*

The Trustee shall (subject as provided in Condition 11(g) (*Undertakings*)), without the consent of the Bondholders, agree any substitution as provided in, and for the purposes of, Condition 11(g) (*Undertakings*) and Condition 6(n).

In addition, the Trustee may agree, without the consent of Bondholders, to the substitution in place of the Issuer (or any previous substitute or substitutes under this Condition 11(c)) as the principal debtor under the Bonds and the Trust Deed of any Subsidiary, subject to (a) the Bonds being unconditionally and irrevocably guaranteed by the Issuer, and (b) the Bonds continuing to be convertible or exchangeable into Shares as provided in these Conditions *mutatis mutandis* as provided in these Conditions, with such amendments as the Trustee shall consider appropriate provided that in any such case, certain conditions set out in the Trust Deed are complied with. Any such substitution shall be binding on the Bondholders and shall be notified to the Bondholders promptly in accordance with Condition 17 (*Notices*).

(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 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 or any other action or step 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: (i) the Trustee may refrain from taking any action in any jurisdiction if the taking of such action in that jurisdiction would or might, in its opinion, be contrary to any law, directive or regulation of that jurisdiction and may without liability do anything which is, in its opinion, necessary to comply with any such law, directive or regulation; and (ii) the Trustee may refrain from taking such action if it would otherwise render it liable to any person in that jurisdiction or if, in its opinion, it would 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.

No Bondholder shall be entitled to (i) take any steps or action against the Issuer to enforce the performance of any of the provisions of the Trust Deed or the Bonds or (ii) take any other proceedings (including lodging an appeal in any proceedings) in respect of or concerning the Issuer, in each case unless the Trustee, having become bound so to take any such action, steps or proceedings, fails so to do within a reasonable period and the failure shall be continuing.

16 The Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including relieving it from taking steps, actions or proceedings unless indemnified and/or secured and/or prefunded to its satisfaction.

The Trustee is entitled to enter into business transactions with the Issuer and any entity related to the Issuer without accounting for any profit.

The Trustee may act and rely without liability to Bondholders and without further investigation on a report, confirmation or certificate 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 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 or certificate or advice and such report, confirmation or certificate or advice shall be binding on the Issuer, the Trustee and the Bondholders.

17 Notices

All notices required to be given to Bondholders pursuant to the Conditions will (unless otherwise provided in these Conditions) be given by publication 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 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 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 Trustee may approve.

The Issuer shall send a copy of all notices given by it to Bondholders (or a Bondholder) or the Trustee, pursuant to these Conditions or otherwise, 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 or Clearstream, Luxembourg, notices required to be given to Bondholders pursuant to these Conditions shall also be given by the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg, as the case may be. Any such notice shall be deemed to have been given on the day on which such notice is delivered to Euroclear and/or Clearstream, Luxembourg.

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 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, form 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.

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, the Calculation 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 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 are to have jurisdiction to settle any disputes which may arise out of or in connection with the Trust Deed, the Agency Agreement, the Calculation Agency Agreement or the Bonds or any non-contractual obligations arising out of or in connection with them and accordingly any legal action or proceedings arising out of or in connection with the Trust Deed, the Agency Agreement, the Calculation Agency Agreement or the Bonds or any non-contractual obligations arising out of or in connection with them (“**Proceedings**”) may be brought in such courts. The Issuer has in the Trust Deed, the Agency Agreement and the Calculation Agency Agreement 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 against the Issuer 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, currently at Fifth Floor, 100 Wood Street, London EC2V 7EX, United Kingdom, as its agent in England 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.