

# Full terms and conditions for warrants 2019/2022 in Avanza Bank Holding AB (publ.)

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## 1. DEFINITIONS

The following terms shall, in these terms and conditions, have the meaning set forth below:

“The Company”

Avanza Bank Holding AB (publ.), corporate ID no. 556274-8458

“Account keeping institution”

Bank or other account keeping institution with whom the warrant holder has opened a securities account.

“Listing”

NASDAQ Stockholm (the Stockholm Stock Exchange) or other marketplace where the Company’s shares and securities are the subject of listing.

“Warrant”

Entitlement to subscribe for a share in the Company upon payment in cash in accordance with the following terms and conditions.

“Subscription”

New subscription for shares in the Company, as defined in chapt. 14 of the Swedish Companies Act.

“Exercise price”

The price at which subscription for new shares is permitted.

“Subscription period”

The period within which subscription in accordance with point 3.2 below is permitted.

## 2. WARRANTS

### 2.1

There are a combined total of 2,250,000 warrants. The warrants shall be registered with the Company on behalf of the warrant holders.

### 2.2

The company undertakes, in relation to the warrant holder, to ensure that the warrant holder is afforded the right to subscribe for shares in the Company upon payment in cash on the following terms and conditions.

## 3. SUBSCRIPTION

### 3.1

Warrant holders shall be entitled to subscribe for one new share in the Company for every warrant held at an issue price corresponding to 120% of the weighted average of all completed trades in the Company’s shares during 29 August 2019 in the marketplace in which the Company has its primary listing (currently NASDAQ in Stockholm, hereinafter referred to as “the Stockholm Stock Exchange”). The weighted average shall be calculated for all auto matched trades and all trades in the opening and closing call, regardless of size. Recalculation of the exercise price and of the number of new shares to which each warrant grants entitlement may take place under the circumstances set forth in point 4 below. Subscription may only take place in respect of the entire number of shares for which the total number of warrants entitles the warrant holder to subscribe. Surplus warrants or surplus parts thereof that cannot be exercised in conjunction with such subscription will, if possible, be sold through the agency of the Company on behalf of the warrant holder.

### **3.2**

Application to subscribe for shares may be made during the period from 26 August 2022 until 1 September 2022, inclusive. The application is binding and irrevocable.

Following an application to subscribe, payment for the full number of shares to which the application to subscribe refers shall be made immediately in cash.

If an application to subscribe is not submitted within the period set forth in the first paragraph above, any and all rights pursuant to the warrants shall lapse.

### **3.3**

If the Company decides to issue new shares with preferential rights for the Company's shareholders, the decision shall, if applicable, set forth the date by which an application to subscribe shall be made to grant entitlement to participate in the issue. Recalculation in accordance with point 4 below shall be effected in conjunction with applications to subscribe after any such date.

### **3.4**

After subscription and payment, allocation shall be effected by means of registration in the Register of Shareholders through the agency of the Company. If the Company is not a VPC-registered company, the Company shall then issue interim certificates for the new shares. If the Company is a VPC-registered company on the subscription date, the new shares shall, instead, be registered on an interim basis in the warrant holder's securities account. Once registration with the Swedish Companies Registration Office has occurred, share certificates shall be issued upon return of interim certificates or, if the Company is a VPC-registered company, when the registration in the securities account becomes final. The date of issue for share certificates or final registration in the securities account may, under certain circumstances, be postponed, as set forth in point 4.

### **3.5**

Shares issued following subscription shall grant entitlement to receive dividends for the first time in connection with the first dividend resolved following subscription. If the Company is a VPC-registered company when subscription occurs, shares issued following subscription shall grant entitlement to receive dividends for the first time on the first record date for dividends that occurs following the subscription.

## **4. RECALCULATION OF EXERCISE PRICE UNDER DIVERSE CIRCUMSTANCES**

### **A/**

In the event of the Company implementing any or all of the measures set forth below under points B-J and if, in the opinion of the Company, the application of the standardised recalculation formula designated for this purpose would, with due regard to the technical structure of the measure or for any other reason, not be possible or could result in the financial compensation received by the warrant holders in relation to the shareholders being unreasonable, the Company shall, subject to the written consent of the Board of Directors of the Company thereto, conduct the recalculation of the exercise price and the number of shares and/or other compensation received by the warrant holders in a matter deemed expedient by the Company's Board of Directors and which yields a reasonable result.

Recalculation that refers to cash dividends or other dividends shall, in a deviation from the standardised recalculation formula set forth in section I below, be based on the total deviation from the aggregate dividends during the term of the warrants assumed in the valuation calculated in conjunction with the subscription for the warrants by the employees. Any such deviation may entail an increase or a decrease in the exercise price and may result in an increase or a decrease in the number of shares for which each warrant grants entitlement to subscribe.

### **B/**

Subscription shall not, in the event of the Company carrying out a bonus issue of shares and of notification of subscription being effected at a time that renders completion of the process impossible earlier than the tenth calendar day before the General Meeting resolving on the issue, be effected until the Meeting has resolved on this issue. Shares generated due to subscription effected after the issue decision do not grant entitlement to participate in the share issue. Share certificates for such shares shall not be issued until the share issue has been registered by the Swedish Companies Registration Office. Final registration in securities accounts shall not, with regard to VPC-registered companies, be effected until after the record date for the share issue.

A recalculated number of shares for which each warrant grants entitlement to subscribe and a recalculated exercise price shall both be applied in conjunction with subscription effected after the resolution regarding the bonus issue of shares. The recalculations shall be conducted by the Company using the following formulae:

$$\begin{array}{l} \text{Recalculated number of shares for which each} \\ \text{warrant grants entitlement to subscribe} \end{array} = \begin{array}{l} \text{the previous number of shares for which each warrant grants} \\ \text{entitlement to subscribe x the number of shares after the bonus} \\ \text{issue} \\ \hline \text{the number of shares before the bonus issue} \end{array}$$

$$\begin{array}{l} \text{recalculated exercise price} \end{array} = \begin{array}{l} \text{the previous exercise price x the number of shares before the} \\ \text{bonus issue} \\ \hline \text{the number of shares after the bonus issue} \end{array}$$

The exercise price and the number of shares for which each warrant grants entitlement to subscribe recalculated in the manner set forth above shall be determined by the Company at the earliest possible opportunity at the General Meeting after the Meeting's resolution on the bonus issue of shares and shall be applied from the time of the resolution on the bonus issue of shares.

**C/**

In the event of the Company effecting a reverse share split or a share split, a corresponding recalculation of the number of shares for which each warrant grants entitlement to subscribe, and of the exercise price, shall be carried out by the Company on the same grounds as those applied in conjunction with recalculation occasioned by a bonus issue of shares. The date when the reverse share split or share split is effected by Euroclear Sweden AB at the request of the Company shall be deemed to be the record date with regard to VPC-registered companies.

**D/**

In the event of the Company effecting a new share issue with preferential rights for shareholders to subscribe for new shares for cash payment or payment through offsetting at a time when the Company's shares are not the subject of listing on the Stockholm Stock Exchange or of any other market listing, warrant holders shall be afforded precedence in subscribing to the issue in accordance with the provisions of the following paragraph.

Preferential rights to subscribe for the issue shall entail the granting to warrant holders of the same preferential rights to subscribe for new shares as those which may, in accordance with the decision, accrue to shareholders. The warrant holder shall, in connection therewith, and hence irrespective of the fact that subscription has not occurred, be deemed to own the number of shares that he would have received in the event of the warrant holder already having exercised all of the warrants held by him.

The provisions of the previous paragraph shall be correspondingly applicable in the event of the Company deciding, at a time when the Company's shares are not the subject of such listing as set forth in the first paragraph, to issue new convertibles or warrants for new subscription with preferential rights for all shareholders to subscribe for such instruments for cash payment or payment through offsetting.

The Company may also, as an alternative to the provisions of the preceding paragraphs with regard to granting warrant holders the same preferential rights to subscribe to issues as that accrued to shareholders, and in order to ensure that the recalculation of the exercise price and the number of shares yields a reasonable result, decide to recalculate the exercise price and the number of shares in a manner deemed expedient by the Company's auditors elected by the General Meeting or other independent valuer appointed by the Company.

The Company may not, at a time when the Company's shares are not the subject of such listing as set forth in the first paragraph, decide to reduce the share capital by means of repayment to the shareholders without having reached agreement with all warrant holders regarding the amended exercise price to be applied after such a decision.

**E/**

In the event of the Company, at a time when the Company's shares are not the subject of listing on the Stockholm Stock Exchange or in any other marketplace, effecting a new share issue whereby the new shares shall be subscribed for in cash or through offsetting with preferential rights for all shareholders, the following provisions shall apply with regard to the right to participate in the issue for shares obtained through subscription:

1. If the issue is approved by the Board of Directors, subject to the approval of the General Meeting or as authorised by the General Meeting, the issue decision shall set forth the latest date by which subscription shall be effected for shares obtained through subscription in order to grant entitlement to participate in the issue. Such dates may not be earlier than the tenth calendar day after the decision.

2. If the issue is approved by the General Meeting, subscription shall – where application to subscribe is effected at a time that it cannot be effected by the tenth calendar day before the General Meeting that will approve the issue – not be effected until it has been approved by the Meeting. Shares obtained by reason of such subscription shall not grant entitlement to participate in the issue.

A recalculated exercise price and a recalculated number of shares accruing to each warrant shall apply in conjunction with subscription effected at a time when the right to participate in the new share issue does not arise.

The recalculation shall be carried out using the following formulae:

$$\begin{array}{l} \text{recalculated} \\ \text{exercise} \\ \text{price} \end{array} = \frac{\begin{array}{l} \text{the previous exercise price x the average} \\ \text{market price of the share during the subscription} \\ \text{period mandated in the issue decision} \\ \text{(the average price of the share)} \\ \text{the average price of the share + the} \\ \text{theoretical value of the warrant calculated} \\ \text{on the basis thereof} \end{array}}{\begin{array}{l} \text{the previous number of shares to which each warrant} \\ \text{grants entitlement to subscribe x (the average price of} \\ \text{the share + the theoretical value of the warrant} \\ \text{calculated on the basis thereof)} \\ \text{the average price of the share} \end{array}}$$

$$\begin{array}{l} \text{recalculated number of} \\ \text{shares for which each} \\ \text{warrant grants} \\ \text{entitlement to subscribe} \end{array} = \frac{\begin{array}{l} \text{the previous number of shares to which each warrant} \\ \text{grants entitlement to subscribe x (the average price of} \\ \text{the share + the theoretical value of the warrant} \\ \text{calculated on the basis thereof)} \\ \text{the average price of the share} \end{array}}{\begin{array}{l} \text{the previous number of shares to which each warrant} \\ \text{grants entitlement to subscribe x (the average price of} \\ \text{the share + the theoretical value of the warrant} \\ \text{calculated on the basis thereof)} \\ \text{the average price of the share} \end{array}}$$

The average price of the share shall be deemed to correspond to the average of the calculated mean of the highest and lowest listed price paid on every trading day during the subscription period in accordance with the Stockholm Stock Exchange's official price list or in accordance with an equivalent price list in another marketplace in which the Company's shares are the subject of listing. In the absence of any price paid notation, the bid price noted as the closing price shall, instead, be used in the calculation. Days when no price paid or bid price are noted shall not be included in the calculation.

The theoretical value of the warrant shall be calculated using the following formula:

$$\begin{array}{l} \text{the value} \\ \text{of the} \\ \text{warrant} \end{array} = \frac{\begin{array}{l} \text{the maximum number of new shares} \\ \text{that may be issued in accordance with} \\ \text{the issue decision x (the average price} \\ \text{of the share – the issue price of the new share)} \\ \text{the number of shares before the issue decision} \end{array}}{\begin{array}{l} \text{the maximum number of new shares} \\ \text{that may be issued in accordance with} \\ \text{the issue decision x (the average price} \\ \text{of the share – the issue price of the new share)} \\ \text{the number of shares before the issue decision} \end{array}}$$

If this calculation yields a negative value, the theoretical value of the warrant shall be set at zero.

The exercise price and number of shares recalculated in accordance with the above shall be determined by the Company after the subscription period has ended and shall be applied to share subscription effected thereafter.

Share subscription shall, during the period prior to the setting of the recalculated exercise price and recalculated number of shares, be effected on a preliminary basis only, in conjunction with which an interim certificate shall be received for the full number of shares at the, as yet, non-recalculated exercise price. Written confirmation shall also be provided of the right to obtain the additional number of shares or the cash amount to which the holder may be entitled in accordance with the recalculated exercise price. Once the recalculated exercise price has been set, a settlement in accordance with the confirmation document shall be provided upon return of the said document. Share certificates will only be issued in return for interim certificates issued in conjunction with preliminary subscription in accordance with the provisions of the previous paragraph once the new share issue has been registered with the Swedish Companies' Registration Office. A full number of shares shall, with regard to VPC-registered companies, be registered on an interim basis at the, as yet, non-recalculated exercise price in a securities account, with final registration occurring once the recalculated exercise price has been set.

**F/**

In the event of the Company – with preferential rights for all shareholders and for cash payment or payment through offsetting – effecting an issue pursuant to the provisions of chapt. 14 or 15 of the Swedish Companies Act, at a time when the Company's shares are the subject of listing on the Stockholm Stock Exchange or other market, the provisions of section E, paragraph 1, points 1 and 2 shall be correspondingly applicable with regard to the right to participate in the issue for shares issued in conjunction with subscription by the exercise of warrants.

A recalculated exercise price and a recalculated number of shares accruing to each warrant shall be applied in conjunction with share subscription effected at a time when the right to participate in the issue does not arise.

The recalculation shall be carried out using the following formulae:

recalculated exercise price	=	the previous exercise price x the average market price of the share during the subscription period mandated in the issue decision <u>(the average price of the share)</u> _____ the average price of the share + the value of the warrant
recalculated number of shares for which each warrant grants entitlement to subscribe	=	the previous number of shares to which each warrant grants entitlement to subscribe x (the average price of <u>the share + the value of the warrant)</u> _____ the average price of the share

The average price of the share shall be calculated in the manner set forth in section E above.

The average price of the share shall be deemed to correspond to the average of the calculated mean of the highest and lowest listed price paid on every trading day during the subscription period in accordance with the Stockholm Stock Exchange's official price list or in accordance with an equivalent price list in another marketplace in which the Company's shares are the subject of listing. In the absence of any price paid notation, the bid price noted as the closing price shall, instead, be used in the calculation. Days when no price paid or bid price are noted shall not be included in the calculation. The exercise price and number of shares recalculated in accordance with the above shall be determined by the Company after the subscription period has ended and shall be applied to share subscription effected thereafter.

The provisions of the final paragraph of section E shall be correspondingly applicable in conjunction with share subscription effected during the period until such time as the recalculated exercise price and recalculated number of shares has been set.

**G/**

In the event of the Company, in cases other than those set forth in sections B-F above, making an offer to all shareholders, with preferential rights in accordance with the principles set forth in chapt. 13, §1 of the Swedish Companies Act, to acquire securities or rights of any kind, or of the Company deciding, in accordance with the above-mentioned principles, to distribute such securities or rights without payment (the offer), a recalculated exercise price and a recalculated number of shares accruing to each warrant shall apply in conjunction with share subscription called for at a time whereby shares thereby acquired do not grant entitlement to participate in the offer. The recalculation shall be carried out using the following formulae:

$$\begin{aligned}
 & \text{recalculated exercise price} = \frac{\text{the previous exercise price} \times \text{the average market price of the share during the subscription period mandated in the issue decision}}{\text{(the average price of the share)}} \\
 & \text{recalculated number of shares for which each warrant grants entitlement to subscribe} = \frac{\text{the previous number of shares to which each warrant grants entitlement to subscribe} \times (\text{the average price of the share} + \text{the value of the right to participate in the offer (the value of the purchase right)})}{\text{the average price of the share} + \text{the value of the right to participate in the offer (the value of the purchase right)}}
 \end{aligned}$$

The average price of the share shall be calculated in the manner set forth in section E above.

In the event of the shareholders having obtained purchase rights and of trading in the same having occurred, the value of the right to participate in the offer shall be deemed to correspond to the value of the purchase right. The value of the purchase right shall, in connection therewith, be deemed to correspond to the average of the calculated mean of the highest and lowest listed price paid for the purchase rights on every trading day during the application period in accordance with the Stockholm Stock Exchange's official price list or in accordance with an equivalent price list in another marketplace in which the Company's shares are the subject of listing. In the absence of any price paid notation, the bid price noted as the closing price shall, instead, be used in the calculation. Days when no price paid or bid price are noted shall not be included in the calculation.

In the event of shareholders not having received purchase rights or of such trading in purchase rights as set forth in the previous paragraph otherwise not having occurred, a recalculation of the exercise price shall be carried out by applying, as far as possible, the principles set forth above in this section G, in which context the following shall apply. If the securities or rights offered to the shareholders are listed, the value of the entitlement to participate in the offer shall be deemed to correspond to the average of the calculated mean of the highest and lowest listed price paid for trades in these securities or rights on the marketplace on every trading day during 25 trading days from the first day of listing, less, where relevant, the payment made for the same in conjunction with the offer. In the absence of any price paid notation, the bid price noted as the closing price shall, instead, be used in the calculation. Days when no price paid or bid price are noted shall not be included in the calculation. When recalculating the exercise price in accordance with the provisions of this paragraph, the said period of 25 trading days shall be deemed to correspond to the application period mandated in the offer in accordance with the first paragraph of this section G above.

If the securities or rights offered to the shareholders are not listed, the value of the right to participate in the offer shall, as far as possible be set in line with the change in the market value of the Company's shares that may be deemed to have occurred as a result of the offer.

If the Company's shares are not the subject of listing and it is decided to make an offer to all shareholders in accordance with the above, the Company shall be able to decide to recalculate the exercise price and the number of shares in a manner deemed expedient by the Company's auditors elected by the General Meeting or other independent valuer appointed by the Company in order to ensure that the recalculation of the exercise price and the number of shares yields a reasonable result.

The exercise price and the number of shares recalculated in the manner set forth above shall be determined by the Company at the earliest possible opportunity after it has been possible to calculate the value of the entitlement to participate in the offer and shall be applied in conjunction with share subscription effected after such determination has occurred.

The provisions of the final paragraph of section E shall be correspondingly applicable in conjunction with share subscription effected during the period until such time as the recalculated exercise price and recalculated number of shares has been set.

#### **H/**

In the event of the Company deciding – with preferential rights for all shareholders and for cash payment or payment through offsetting – to effect a new share issue or a share issue pursuant to the provisions of [chapt. 14 or 15 of the Swedish Companies Act](#) at a time when the Company's shares are the subject of listing on the Stockholm Stock Exchange or other marketplace, the Company shall be entitled to grant all warrant holders the same

preferential rights as those which, pursuant to the decision, accrue to the shareholders. Every warrant holder shall, in conjunction therewith and hence notwithstanding that share subscription has not been effected, be deemed to own the number of shares that the warrant holder would have received if share subscription had been effected at the exercise price that obtained at the time of the issue decision.

In the event of the Company deciding to make an offer to the shareholders of the kind set forth in section G above, the provisions of the previous paragraph shall be correspondingly applicable, other than that the number of shares that the warrant holder shall be deemed to own must, in such cases, be determined at the exercise price that obtained at the time of the offer decision.

In the event of the Company deciding to give the warrant holders preferential rights in accordance with the provisions of this section H, no recalculation of the exercise price and the number of shares accruing to each warrant in accordance with sections D, E, F or G above shall take place.

**I/**

In the event of a cash dividend to the shareholders being approved whereby they shall receive a dividend payment which, together with other dividend payments disbursed during the same financial year, exceeds 15% of the average price of the share during a period of 25 trading days immediately preceding the date when the Board of Directors of the Company announces to the General Meeting its intention to propose such a dividend, a recalculated exercise price and a recalculated number of shares to which each warrant grants entitlement to subscribe shall be applied in conjunction with share subscription called for at a time when shares obtained thereby do not grant entitlement to receive such a dividend. The recalculation shall be based on that part of the aggregate dividend payment that exceeds 15% of the share's average price during the above-mentioned period (extraordinary dividend).

The recalculation shall be carried out using the following formulae:

$$\begin{array}{l}
 \text{recalculated} \\
 \text{exercise} \\
 \text{price}
 \end{array}
 =
 \frac{\begin{array}{l}
 \text{the previous exercise price x the average} \\
 \text{market price during a period of 25 trading} \\
 \text{days, incl., calculated from the date when the share} \\
 \text{was listed without entitlement to extraordinary} \\
 \text{dividends (average price of the share)}
 \end{array}}{\begin{array}{l}
 \text{the average price of the share + the} \\
 \text{extraordinary dividend disbursed per share}
 \end{array}}$$
  

$$\begin{array}{l}
 \text{recalculated number of} \\
 \text{shares for which each} \\
 \text{warrant grants} \\
 \text{entitlement to subscribe}
 \end{array}
 =
 \frac{\begin{array}{l}
 \text{the previous number of shares to which each warrant} \\
 \text{grants entitlement to subscribe x the average price of} \\
 \text{the share + the extraordinary dividend disbursed} \\
 \text{per share}
 \end{array}}{\begin{array}{l}
 \text{the average price of the share}
 \end{array}}$$

The average price of the share shall be deemed to correspond to the average of the calculated mean of the highest and lowest listed price paid for the purchase rights on every trading day during the respective period of 25 trading days in accordance with the Stockholm Stock Exchange's official price list or in accordance with an equivalent price list in another marketplace in which the Company's shares are the subject of listing. In the absence of any price paid notation, the bid price noted as the closing price shall, instead, be used in the calculation. Days when no price paid or bid price are noted shall not be included in the calculation.

The exercise price and the number of shares recalculated in accordance with the above shall be determined by the Company after the expiry of the above-mentioned period of 25 trading days, inclusive, calculated from the date when the share was listed without entitlement to receive an extraordinary dividend and shall be applied in conjunction with share subscription effected thereafter.

If the Company's shares are not the subject of listing and the payment of a cash dividend to the shareholders whereby they receive a dividend payment which, together with other dividend payments disbursed during the same calendar year, exceeds 10% of the Company's net profit for the financial year, a recalculated exercise price and a recalculated number of shares for which each warrant grants entitlement to subscribe shall be applied in conjunction with share subscription called for at a time when shares obtained thereby do not grant entitlement to receive such a dividend payment. The recalculation shall be based on the aggregate dividend payment that exceeds 10% of the Company's net profit for the financial year and shall be carried out in accordance with the principles set forth in this point by an independent valuer appointed by the Company.

**J/**

If the Company's share capital, at a time when the Company's shares are the subject of listing on the Stockholm Stock Exchange or other form of market listing, would be reduced as a result of repayment to the shareholders, and this reduction is mandatory, a recalculated exercise price and a recalculated number of shares for which each warrant grants entitlement to subscribe shall be applied.

The recalculation shall be carried out using the following formulae:

$$\begin{array}{l} \text{recalculated} \\ \text{exercise} \\ \text{price} \end{array} = \frac{\begin{array}{l} \text{the previous exercise price x the average} \\ \text{market price during a period of 25 trading} \\ \text{days, incl., calculated from the date when the share} \\ \text{was listed without entitlement to repayment} \\ \text{(average price of the share)} \end{array}}{\begin{array}{l} \text{the average price of the share + the} \\ \text{amount repaid per share} \end{array}}$$

$$\begin{array}{l} \text{recalculated number of} \\ \text{shares for which each} \\ \text{warrant grants} \\ \text{entitlement to subscribe} \end{array} = \frac{\begin{array}{l} \text{the previous number of shares to which each warrant} \\ \text{grants entitlement to subscribe x the average price of} \\ \text{the share + the amount repaid per share} \end{array}}{\begin{array}{l} \text{the average price of the share} \end{array}}$$

The average price of the share shall be calculated in the manner set forth in section E.

An estimated repayment amount, calculated as shown below, shall be used in conjunction with recalculations in accordance with the above, rather than the actual amount repaid per share, where the reduction occurs by means of the redemption of shares:

$$\begin{array}{l} \text{estimated} \\ \text{amount repaid} \\ \text{per share} \end{array} = \frac{\begin{array}{l} \text{the actual amount repaid per redeemed share -} \\ \text{the average market price of the share during a period} \\ \text{of 25 trading days immediately preceding the date} \\ \text{when the share was listed without entitlement to} \\ \text{participate in the reduction (the average price of the share)} \end{array}}{\begin{array}{l} \text{the number of shares in the Company that form the basis} \\ \text{for the reduction of a share, - 1} \end{array}}$$

The average price of the share shall be calculated using the method set forth in section E above.

The exercise price and the number of shares recalculated in accordance with the above shall be determined by the Company after the expiry of the specified period of 25 trading days and shall apply in conjunction with share subscription effected thereafter.

The provisions of the final paragraph of section E above shall be correspondingly applicable in conjunction with share subscription effected during the period until the recalculated exercise price and recalculated number of shares have been determined.

If the Company's share capital would be reduced through the redemption of shares with repayment to the shareholders, and this reduction is not mandatory, but where the reduction is, in the opinion of the Company and with regard to its technical structure and economic effects, equivalent to a mandatory reduction, a recalculation of the exercise price and the number of shares shall be affected applying, as far as possible, the principles set forth above in this section J.

**K/**

The exercise price shall, in conjunction with recalculation in accordance with the above, be rounded off to a full multiple of ten öre, in connection therewith, five öre shall be rounded up.



#### **L/**

In the event of a decision that the Company shall enter into liquidation in accordance with the provisions of chapt. 25 of the Swedish Companies Act, share subscription may not thereafter be called for, irrespective of the grounds for liquidation. The right to call for share subscription shall cease in conjunction with the decision to enter into liquidation, irrespective of whether this decision has gained legal force.

Known warrant holders shall, not later than two months before the General Meeting resolves on whether the Company is to enter into voluntary liquidation pursuant to the provisions of chapt. 25, §1 of the Swedish Companies Act, be given written notification of the intended liquidation. The notification shall include a reminder that share subscription may not be called for once the General Meeting has resolved in favour of liquidation.

Warrant holders shall, in the event of the Company issuing notification of intended liquidation in accordance with the above, and the provisions of point 3 above with regard to the earliest date upon which share subscription may be called for notwithstanding, be entitled to call for share subscription from the date when the notification was issued, provided that share subscription can be effected by the tenth calendar day before the General Meeting at which the question of the Company's liquidation shall be addressed.

#### **M/**

Share subscription may not subsequently be called for in the event of the General Meeting approving a merger plan pursuant to the provisions of chapt. 23, §15 of the Swedish Companies Act whereby the Company shall be merged into another company.

Known warrant holders shall, not later than two months before the General Meeting is to resolve on the question of the merger, as set forth above, be given written notification of the intention to merge. The notification shall include a presentation of the principal content of the intended merger plan and shall remind the warrant holders that share subscription may not be called for once a final decision on merger has been taken as set forth in the first paragraph above.

Warrant holders shall, in the event of the Company issuing notification of an intended merger in accordance with the above, and the provisions of point 3 above with regard to the earliest date upon which share subscription may be called for notwithstanding, be entitled to call for share subscription from the date when the notification was issued, provided that share subscription can be effected by the tenth calendar day before the General Meeting at which the question of the merger plan by means of which the Company shall be merged into another company shall be approved.

#### **N/**

The following shall apply in the event of the Board of Directors of the Company drawing up a merger plan in accordance with chapt. 23, §28 of the Swedish Companies Act whereby the Company shall be merged into another company, or of the Company's shares being subject to compulsory redemption in accordance with chapt. 22 of the same Act.

If a Swedish limited company owns all of the shares in the Company and the Company's Board of Directors announces its intention to draw up a merger plan in accordance with the section of the Act cited in the previous paragraph, the Company shall, in the event of a final date for share subscription in accordance with point 3 above falling after such announcement, determine a new final day on which share subscription may be called for (final day). The final day shall fall within 60 days of the announcement.

The provisions of the previous paragraph with regard to a final day shall be correspondingly applicable in the event of a shareholder (majority shareholder), either solely or together with subsidiary companies, owning shares representing a sufficiently large share of all shares in the Company that the majority shareholder is entitled, under the provisions of then current legislation, to demand the compulsory redemption of the remaining shares and of the majority shareholder announcing his intention to demand such compulsory redemption.

If the announcement has occurred in accordance with the above provisions of this section N, warrant holders shall, the provisions of point 3 above regarding the earliest date for calling for share subscription notwithstanding, be entitled to call for share subscription up to the final day. The Company shall issue known warrant holders with written notification, no later than four weeks before the final day, reminding them of this right and of the fact that share subscription may not be called for after the final day.

#### **O/**

Notification of subscription may not subsequently occur in the event of the General Meeting approving a demerger plan pursuant to the provisions of chapt. 24 of the Swedish Companies Act whereby the Company shall be demerged by means of the takeover of all of the Company's assets and liabilities by one or more other companies.

Warrant holders shall be issued with written notification of the intended demerger no later than two months before the Company reaches a final decision on demerger in accordance with the above. The notification shall include a presentation of the principal content of the intended demerger plan and shall remind the warrant holders that application to subscribe may not be made once a final decision on demerger has occurred or the demerger plan has been approved by the shareholders.

Warrant holders shall, in the event of the Company issuing notification of an intended demerger in accordance with the above, and the provisions of point 3 above with regard to the earliest date upon which share subscription may be called for notwithstanding, be entitled to call for share subscription from the date when the notification was issued, provided that share subscription can be effected by the tenth calendar day before the General Meeting at which the demerger plan shall be approved or the date on which the shareholders shall approve the demerger plan.

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The provisions of sections L, M, N and O above mandating that share subscription may not be called for after a decision on liquidation, approval of a merger plan, or the end of a new final day in conjunction with a merger or approval of a demerger plan notwithstanding, the right to call for share subscription shall recommence in the event of the liquidation process being terminated or of the merger or demerger not being implemented.

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Share subscription may not once again be called for in the event of the Company being declared bankrupt. If the receiving order is, however, lifted by a higher court of law, share subscription may once again be called for.

**5. SPECIAL UNDERTAKING BY THE COMPANY**

The Company furthermore undertakes not to implement any of the measures set forth in point 4 above that would entail a recalculation of the exercise price to a sum lower than the nominal value of the share.

**6. COMMUNICATIONS**

Warrant holders are obliged to notify the Company without delay of their name and address for entry in the Company's register of warrant holders.

Communications relating to the warrants shall be by means of letters in the post sent to the warrant holders at the addresses most recently known to the Company, or by means of an announcement in a newspaper published daily in Stockholm.

Letters sent by recorded delivery shall be deemed to have reached the warrant holders within three days of being sent.

**7. CONFIDENTIALITY**

The Company may not, without authorisation, provide third parties with information regarding warrant holders.

The Company reserves the right, however, to take note of information on warrant holders.

**8. AMENDMENTS TO TERMS AND CONDITIONS**

The Company shall be entitled to amend these terms and conditions to the extent that legislation, court rulings, or official directives so require or if it is otherwise, in the opinion of the Company, expedient or necessary for practical reasons and the warrant holders' rights will not be harmed in any material respect.

**9. APPLICABLE LAW AND FORUM**

These warrants and associated legal issues shall be governed by and subject to Swedish law. Suit shall be brought in the Stockholm District Court or other such forum accepted in writing by the Company.

#### **10. LIMITATION OF THE COMPANY'S LIABILITY**

The Company shall not, with regard to the measures incumbent upon the Company in accordance with these terms and conditions, be liable for any damage resulting from statutes, official measures, acts of war, strikes, lockouts, boycotts, blockades, or other similar circumstances. The restriction with regard to strikes, lockouts, boycotts and blockades shall apply even if the Company itself initiates or is the subject of such industrial disputes.

The Company shall also not be liable in other cases to pay compensation for any damage arising if the Company has observed normal standards of care. The Company shall not, under any circumstances whatsoever, be liable for indirect damage.

In the event of the Company being prevented from implementing any measure due to circumstances set forth in the first paragraph, the measure may be postponed until such time as the hindrance has ceased to obtain.

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