

Board of Directors' proposal for resolution regarding warrant programme through issuance of warrants 2021/2024

Upon recommendation of the remuneration committee, the board of directors of LeoVegas AB (publ), reg. no. 556830-4033 (“the Company”), proposes that the annual general meeting (“AGM”) resolves to implement a warrant program through issuance of warrants as follows.

A. Issue of warrants 2021/2024

The Board of Directors proposes that the AGM resolves to issue of a maximum of 1,000,000 warrants, entailing an increase in the share capital upon full exercise by a maximum of approximately EUR 12,000.01. The following terms shall apply to the issuance:

1. The right to subscribe for the warrants shall, with deviation from the shareholders' preferential rights, be given to the indirectly wholly owned subsidiary Gears of Leo AB, reg. no. 556939-6459 (the “**Subsidiary**”), with the right and obligation to transfer the warrants to employees within the group as per below.
2. Oversubscription may not take place.
3. The purpose for deviation from the shareholders' preferential right is to implement an incentive programme whereby employees, through a personal investment, will participate and contribute in a positive development in the value of the Company's shares during the period that the proposed programme covers, and to help the group to maintain and recruit qualified and engaged employees.
4. The warrants shall be issued without any consideration.
5. Subscription of the warrants shall take place not later than the day after the AGM.
6. The board of directors has the right to extend the subscription period.
7. Each warrant entitles to subscription of one new share in the Company. Subscription of new shares shall take place during the period commencing on 1 June 2024 up to and including 30 June 2024, or the earlier or later date as set out by the terms of the warrants in item 11 below.
8. Any share premium shall be transferred to the unrestricted premium reserve.
9. The subscription price per share shall correspond to 130 percent of the volume-weighted average price according to the Nasdaq OMX Stockholm official price list for the share for the ten (10) days trading period immediately after the record date for the first instalment of ordinary dividends decided at the AGM 2021. The record date is proposed to be on 14 May 2021, which means that said period of ten trading days immediately after the record date will be 17 May 2021 up to and including 28 May 2021.
10. The shares subscribed for by exercise of the warrants shall carry entitlement to participate in dividends for the first time on the next record date for dividends which occurs after subscription is effected.

11. Warrants held by the Subsidiary that are not transferred as per below or that are repurchased from participants shall be cancelled after a decision by the Company's board of directors. Cancellation shall be reported to the Swedish Companies Registration Office for registration.
12. Other terms and conditions for the warrants are set out in the complete terms and conditions for series 2021/2024.

B. Approval of transfers of warrants

The board of directors proposes that the AGM resolves to approve that the Subsidiary transfers the warrants in accordance with the following terms.

The right to acquire warrants from the Subsidiary shall be given to a maximum of 60 persons from the group management, senior executives and key persons selected by the board of directors of the Company (the "Participants").

The board of directors of the Company will not participate in the programme.

1. Initially, each Participant will be offered to acquire warrants in accordance with the table set out below. If one or more Participant(s) do not acquire their full allotment or warrants, the Subsidiary may offer other Participant(s) to acquire the remaining warrants. Such right shall primarily be given to Participants in Category A, secondarily to Participants in Category B, and thirdly to Participants in Category C.

Category	Number of Participants	Number of warrants per Participant	Total number of warrants
Group Management ("Category A")	Maximum 10	40,000-125,000	400,000-1,000,000
Senior executives ("Category B")	Maximum 40	15,000-30,000	300,000-800,000
Other key persons ("Category C")	Maximum 40	5,000-15,000	125,000-400,000

2. The warrants shall be transferred on market terms. The preliminary market value has been established based on a calculated market value for the warrants, applying the Black & Scholes valuation model calculated by Svalner Skatt & Transaktion.

The preliminary value is calculated to SEK 4.21 per warrant based on a share price of SEK 50.70, a subscription price per share of SEK 65.90, a term of three (3) years, a risk free interest rate of 38.00 percent and a volatility of -0.30 percent. The valuation is further based on an assumption of dividends of 3.90 percent per year.

The final valuation of the warrants takes place in connection with the Participants's acquisition of the warrants and will be based on market conditions at that time.

3. In other respects, the warrants shall be subject to market terms including a right for the Company and the Subsidiary to repurchase warrants if a Participant's employment with the Company ends or if the Participant wishes to transfer its Warrants to a third party.
4. Transfers to Participants require that the acquisition of warrants can be lawfully made and that this can be done with what the board of directors deems to be a reasonable administrative and economic effort.
5. Application to acquire warrants shall be made by 31 May 2021 at the latest. However, the Company's board of directors shall have the right to extend the application period for acquisitions.

C. More detailed information about the warrant programme

1. Dilution

Assuming full subscription and exercise of all warrants offered, 1,000,000 new shares can be issued, corresponding to dilution of approximately 1.0% of the total number of existing shares and votes in the Company, but with reservation for the recalculation of the number of shares that each warrant entitles to subscribe for that may take place as a result of certain issues, etc.

2. Costs and effects on key figures, etc.

The Company's earnings per share will not be affected by the issue, since the warrants' strike price exceeds the current market value of the shares at the time of the issue. The Company's future earnings per share may be affected by the potential dilutive effect of the warrants in the event the Company reports a positive result and the strike price is lower than the market value. The warrants will be transferred at market value, which means that no taxable benefit value will arise and thus no social fees for the Company. The warrant programme will give rise to certain, limited costs in the form of external consulting fees and administration of the warrant programme.

3. Calculation of market value

The preliminary market value has been established based on a calculated market value for the warrants, applying the Black & Scholes valuation model calculated by Svalner Skatt & Transaktion.

4. Drafting and preparations for the warrant programme

The warrant programme has been prepared by the board of directors and members of the group management and external advisors and in accordance with guidelines for remuneration to senior executives adopted by the AGM 2020 as well in accordance with guidelines from the remuneration committee, and in consultations with major shareholders. The board of directors has thereafter decided to submit this proposal to the AGM. Apart from the executives who have participated in the drafting of this matter as per instructions from the Board of Directors, no employee who may be included in the programme has participated in the drafting of the terms.

5. Other share-based incentive programmes, etc.

For a description of the Company's other share-based incentive programmes, please refer to the 2020 Annual Report and the Company's website. No other share-based incentive programmes are in effect.

6. The background and rationale for the proposal

The Board of Directors wishes to implement an incentive programme whereby employees, through a personal investment, will participate and contribute in a positive development in the value of the Company's shares during the period that the proposed programme covers, and to help the group to maintain and recruit qualified and engaged employees.

7. Authorisations and decision-making rules

The AGM assigns the board of directors to execute the decision according to point B above.

The board of directors, or the party designated by the board of directors, is authorised to make such minor adjustments that are necessary for the decision's registration with the Swedish Companies Registration Office and Euroclear Sweden AB.

The AGM's resolution in accordance with items 12 A and 12 B shall be seen as one resolution and is thereby conditional upon each other. The AGM's resolution on this point is valid only if approved by shareholders with at least nine-tenths (9/10) of the votes and shares represented at the EGM.

The resolution on the transfer of the warrants shall also be approved by a general meeting of the Subsidiary.

TERMS AND CONDITIONS OF WARRANTS OF SERIES 2021/2024 TO SUBSCRIBE FOR NEW SHARES IN LEOVEGAS AB (PUBL)

§ 1 Definitions

In these terms and conditions, the following terms shall have the meanings stated below.

“Share”	a share in the Company;
“Central Securities Depository Company”	a company whose articles of association contain an article stating that the company’s shares must be registered in a central securities depository register and whose shares are registered through Euroclear;
“Central Securities Depository Account”	an account with Euroclear for registering such financial instruments as referred to in the Swedish Financial Instruments Accounting Act (1998:1479);
“Banking Day”	any day in Sweden which is not a Sunday or other public holiday, or which, with respect to payment of notes, is not equated with a public holiday in Sweden;
“Company”	Legovegas AB (publ), reg. no. 556830-4033;
“Euroclear”	Euroclear Sweden AB;
“Marketplace”	The Stockholm Stock Exchange or another equivalent regulated or non-regulated market;
“Warrant Holder”	any person who is a Holder of a Warrant Certificate entitling to Subscription for new Shares;
“Warrant”	the right to subscribe for new Shares in exchange for payment in cash;
“Subscription”	such Subscription for new Shares exercised through a Warrant;



“**Subscription Price**” the price at which Subscription for new Shares may take place; and

“**Warrant Certificate**” a certificate which is linked to a certain number of Warrants in accordance with these terms and conditions.

§ 2 Warrants

The total number of Warrants shall be not more than 1,000,000. The Warrants are represented by Warrant Certificates. Warrant Certificates are issued to a certain person or to order.

In the event the Company is a Central Securities Depository Company, the board of directors of the Company shall be entitled to resolve that the Warrants be registered on a Central Securities Depository Account. In the event such resolution is adopted, no Warrant Certificates or other securities shall be issued. At the request of the Company, Warrant Holders shall be obliged to surrender immediately to the Company all Warrant Certificates representing Warrants and to provide the Company with the requisite details of the securities account on which the Warrant Holder's Warrants are to be registered.

In the event the board of directors of the Company adopts a resolution in accordance with the second paragraph above, subject to any applicable statutory or regulatory limitations, the board of directors shall thereafter be at liberty to resolve that the Warrants are no longer to be registered on a Central Securities Depository Account.

§ 3 Right to subscribe for new Shares

A. General

The Warrant Holder shall be entitled to subscribe for one new Share for each Warrant during the period commencing on 1 June 2024 up to and including 30 June 2024, or up to and including such earlier or latter date as may follow from section 8 below. The Subscription Price per share shall correspond to 130 percent of the volume-weighted average price according to the Nasdaq OMX Stockholm official price list for the share for the ten (10) days trading period immediately after the record date for the first instalment of ordinary dividends decided at the AGM 2021. The record date is proposed to be on 14 May 2021, which means that said period of ten trading days immediately after the record date will be 17 May 2021 up to and including 28 May 2021. However, the Subscription Price per share shall at least be the quota value, approx. EUR 0.012. The Subscription Price, as well as the number of new Shares to which each Warrant entitles the Holder to Subscribe, may be recalculated in the cases set forth in section 8 below.

To be entitled to subscribe for Shares in accordance with the provision above, the Warrant Holder shall open a securities account for the Shares subscribed for, and inform the Company of the account number no later than in connection with Subscription.

In addition to the recalculations that may take place pursuant to section 8 below, Net Strike under this section 3 point B below shall apply at Subscription. When recalculating the Net Strike, all Warrants held by one and the same Holder shall be recalculated using the Net Strike formulae, whereby the total number of Shares that may be subscribed, after recalculation, based on held Options, shall be rounded down to the nearest whole Share.

Upon demand by a Warrant Holder during the period stated above, the Company shall be obliged to issue the number of Shares to which an application for Subscription relates.



Any share premium shall be transferred to the unrestricted premium reserve.

B. Net Strike

The recalculation is carried out by the Company as follows:

$$\begin{aligned} \text{recalculated Subscription Price} &= \text{quotient value of the Share} \\ \text{recalculated number of Shares which each Warrant entitles the Holder to Subscribe} &= \frac{\text{The value of the Share} - \text{earlier Subscription Price}}{\text{The value of the Share} - \text{the quotient value of the Share}} \end{aligned}$$

The value of the Share shall be determined using the following formulas:

$$\begin{aligned} \text{Value of the Share} &= \text{The value of the Share shall be the Share's average price calculated as follows. The Share's average price shall be deemed to correspond to the average of the calculated mean values, for each trading day, during a period of five trading days prior to the first day of the Subscription period, of the highest and lowest transaction prices listed during the day in accordance with the official quotations on the Marketplace. In the event no transaction price is quoted, the bid price which is quoted as the closing price shall instead be included in the calculation. Days on which neither a transaction price nor a bid price is quoted shall not be included in the calculation.} \end{aligned}$$

In the event the Company's Shares are not listed or traded on a Marketplace, and if the Company and the Holders have not agreed on the market value of the Shares, the Company shall, at its own expense, instruct an independent person with appropriate experience and good competence regarding the valuation of shares to submit a written statement of the market value of the shares as of the date of valuation. The value of the Share shall be equivalent to its portion of the Company's market value, i.e. the Company's market value divided by the total amount of shares in the Company. The written statement of the independent person shall be binding on the Company and the Holders.

§ 4 Subscription of Shares

The following shall apply in the event the Company is a Central Securities Depository Company and the Warrants are registered on a Central Securities Depository Account. The Warrants may be exercised through a written application for Subscription to the Company or to the designated Central Securities Depository Company.

In the event the Company is not a Central Securities Depository Company or if the Warrants are not registered on a Central Securities Depository Account, the Warrants may be exercised through a written application for Subscription to the Company, stating the number of Warrants which are to be exercised.



In conjunction with a Subscription, the Warrant Holder shall, where applicable, surrender corresponding Warrant Certificates to the Company.

§ 5 Payment

Simultaneously with the Subscription, payment in cash shall be made for the number of Shares to which the Subscription relates.

§ 6 Entry in the share register, etc.

In the event the Company is a Central Securities Depository Company at the time of Subscription, Subscription shall be effected through the Company ensuring the interim registration of the new Shares on a Central Securities Depository Account. Following registration at the Swedish Companies Registration Office, the registration on a Central Securities Depository Account shall become final. As stated in section 8 below, in certain cases the date of such final registration on a Central Securities Depository Account may be postponed.

In the event the Company is not a Central Securities Depository Company at the time of Subscription, Subscription shall be effected by the new Shares being entered as Shares in the Company's share register and subsequently being registered at the Swedish Companies Registration Office.

§ 7 Entitlement to dividends

In the event the Company is a Central Securities Depository Company, Shares which are newly issued following Subscription shall carry an entitlement to participate in dividends for the first time on the next record date for dividends which occurs after Subscription is effected.

In the event the Company is not a Central Securities Depository Company, Shares which are newly issued following Subscription shall entitle the holder to a dividend at the first general meeting following the date which occurs after Subscription is effected.

§ 8 Recalculation of Subscription Price, etc.

In the following situations, the following shall apply with respect to the rights which shall vest in Warrant Holders.

Recalculation according to the provisions in this section 8 shall under no circumstances cause the Subscription Price to be less than the quotient value of the Company's Shares.

A. Bonus issue

In the event the Company carries out a bonus issue, where Subscription is made in such time that it cannot be effected by no later than three weeks prior to the general meeting at which a bonus issue resolution is to be adopted, Subscription may be effected only after such a general meeting has adopted a resolution thereon. Shares which vest as a consequence of Subscription effected following the bonus issue resolution shall be the subject of interim registration on a Central Securities Depository Account, and accordingly shall not be entitled to participate in the bonus issue. Final registration on a Central Securities Depository Account shall take place only after the record date for the bonus issue.

In the event the Company is not a Central Securities Depository Company at the time a new issue resolution is adopted by the general meeting, Shares which vest as a consequence of Subscription effected



through the new Shares being entered in the Company's share register as interim shares on the date of the general meeting's resolution, shall be entitled to participate in the new issue.

In the case of Subscription which is effected following a bonus issue resolution, a recalculated Subscription Price shall be applied, as well as a recalculation of the number of Shares to which each Warrant provides an entitlement to Subscribe.

The recalculations shall be made by the Company based on the following formulae:

$$\begin{array}{l} \text{recalculated Subscription} \\ \text{Price} \end{array} = \frac{\text{previous Subscription Price x number of Shares prior to the bonus issue}}{\text{number of Shares after the bonus issue}}$$

$$\begin{array}{l} \text{recalculated number of} \\ \text{Shares to which each} \\ \text{Warrant provides an} \\ \text{entitlement to subscribe} \end{array} = \frac{\text{previous number of Shares to which each Warrant provides an entitlement to subscribe x the number of Shares after the bonus issue}}{\text{number of Shares prior to the bonus issue}}$$

A recalculated Subscription Price and recalculated number of Shares in accordance with the provisions above shall be determined as soon as possible after the general meeting has adopted a bonus issue resolution but, where applicable, shall be applied only after the record date for the bonus issue.

B. Reverse share split or share split

In the case of a reverse share split or share split of the Company's existing Shares, the provisions in subsection A shall apply mutatis mutandis whereupon, where appropriate, the record date shall be deemed to be the day on which a reverse share split or share split takes place at Euroclear, upon request by the Company.

C. New issue of Shares

In the case of a new issue with pre-emption rights for the shareholders to subscribe for new Shares in exchange for cash payment or payment by way of set-off, the following shall apply with respect to the right to participate in the new issue by virtue of Shares which have vested as a consequence of Subscription through the exercise of Warrants:

- 1 Where a new issue resolution is adopted by the Company's board of directors subject to approval by the general meeting or pursuant to authorization granted by the general meeting, the resolution, and where applicable, the notification to the shareholders in accordance with Chapter 13 Section 12 of the Swedish Companies Act, shall state the date by which Subscription must be effected in order that Shares which vest as a consequence of Subscription shall carry an entitlement to participate in the new issue.
- 2 Where the general meeting adopts a new issue resolution, in the event an application for Subscription is made at such a time that the Subscription cannot be effected no later than three weeks prior to the general meeting which adopts the new issue resolution, Subscription



shall only be effected after the Company has carried out recalculations. Shares which vest as a consequence of such Subscription shall be the subject of interim registration on a Central Securities Depository Account, and consequently shall not be entitled to participate in the new issue. Final registration on a Central Securities Depository Account shall take place only after the record date for the issue.

In the event of Subscription which is effected at such time that a right to participate in the new issue does not vest, a recalculated Subscription Price shall be applied, as well as a recalculation of the number of Shares to which each Warrant provides an entitlement to Subscribe.

The recalculations shall be made by the Company based on the following formulae:

recalculated Subscription Price = previous Subscription Price x the Share's average listed price during the subscription period established in the new issue resolution (the Share's average price)

the Share's average price increased by the theoretical value of the subscription right calculated on the basis thereof

recalculated number of Shares to which each Warrant provides an entitlement to subscribe = previous number Shares to which each Warrant provides an entitlement to subscribe x the Share's average price increased by the theoretical value of the subscription right calculated on the basis thereof

the Share's average price

The Share's average price shall be deemed to correspond to the average of the calculated mean values, for each trading day during the Subscription Period, of the highest and lowest transaction prices listed during the day in accordance with the official quotations on the Marketplace. In the event no transaction price is quoted, the bid price which is quoted as the closing price shall instead be included in the calculation. Days on which neither a transaction price nor a bid price is quoted shall not be included in the calculation.

The theoretical value of the subscription right shall be calculated in accordance with the following formula:

value of the subscription right = the maximum number of new Shares which may be issued pursuant to the new issue resolution x the Share's average price less the subscription price for the new Share

the number of Shares prior to adoption of the new issue resolution

In the event a negative value is thereupon obtained, the theoretical value of the subscription right shall be set at zero.

The recalculated Subscription Price and the recalculated number of Shares provided by each Warrant shall be determined by the Company two Banking Days after the expiry of the subscription period and shall be applied to Subscription for Shares effected thereafter.

In the event the Company's Shares are not listed or traded on a Marketplace, a recalculated Subscription Price and recalculated number of Shares shall be determined in accordance with this subsection C. In lieu of the provisions regarding the Share's average price, the value of the Share shall thereupon be determined by an independent valuer appointed by the Company.

During the period pending determination of a recalculated Subscription Price and recalculated number of Shares to which each Warrant provides an entitlement to subscribe, Subscription for Shares shall be effected only on a preliminary basis, whereupon the number of Shares to which each Warrant provides an entitlement to subscribe prior to the recalculation shall be registered on an interim basis on a Central Securities Depository Account. In addition, it is specifically noted that, following recalculations, each Warrant may carry an entitlement to additional Shares pursuant to section 3 above. Final registration on the Central Securities Depository Account shall take place after the recalculations have been determined. In the event the Company is not a Central Securities Depository Company, Subscription shall be effected through the new Shares being entered in the share register as interim shares. After the recalculations have been determined, the new Shares shall be entered in the share register as shares.

D. Issue of convertible debentures or warrants

In the event of an issue of convertible debentures or warrants with pre-emption rights for the shareholders and in exchange for cash payment or payment by way of set-off or, with respect to warrants, without payment, the provisions of subsection C, first paragraph, subparagraphs 1 and 2 regarding the right to participate in a new issue by virtue of Shares which vest through Subscription shall apply mutatis mutandis.

In the event of Subscription for Shares which is exercised at such a time that Subscription is effected after adoption of the issue resolution, a recalculated Subscription Price and recalculated number of Shares provided by each Warrant shall be applied.

The recalculation shall be made by the Company in accordance with the following formulae:

$$\text{recalculated Subscription Price} = \frac{\text{previous Subscription Price} \times \text{the Share's average listed price during the subscription period established in the resolution regarding the issue (the Share's average price)}}{\text{the Share's average price increased by the value of the subscription right}}$$

$$\text{recalculated number of Shares to which each Warrant} = \text{previous number of Shares to which each Warrant provides an entitlement to subscribe} \times \frac{\text{the Share's average price}}{\text{the Share's average price increased by the value of the subscription right}}$$



provides an entitlement to subscribe _____
the Share's average price

The Share's average price shall be calculated in accordance with subsection C above.

The value of the subscription right shall be deemed to correspond to the calculated value with adjustments for the new share issue and the market value calculated in accordance with subsection C above.

The recalculated Subscription Price and the recalculated number of Shares provided by each Warrant shall be determined by the Company two Banking Days after the expiry of the subscription period and shall be applied to Subscription for Shares effected thereafter.

In the event the Company's Shares are not listed or traded on a Marketplace, a recalculated Subscription Price and recalculated number of Shares shall be determined in accordance with this subsection D. In lieu of the provisions regarding the Share's average price, the value of the Share shall thereupon be determined by an independent valuer appointed by the Company.

In the event of Subscription for Shares which is effected before the recalculated Subscription Price and the recalculated number of Shares provided by each Warrant have been determined, the provisions of subsection C last paragraph above shall be applied.

E. Offer to the shareholders in circumstances other than those set forth in subsections A-D

In the event the Company, in circumstances other than those set forth in subsections A-D above, extends an offer to the shareholders, subject to shareholders' pre-emption rights pursuant to the principles set forth in the Swedish Companies Act, to acquire securities or rights of any kind from the Company, in the event of Subscription which is demanded at such time that the Shares thereby received do not carry an entitlement to participate in the offer, a recalculated Subscription Price and recalculated number of Shares to which each Warrant provides an entitlement to subscribe shall be applied. The aforesaid shall also apply where the Company resolves, in accordance with the aforementioned principles, to distribute securities or rights to the shareholders without consideration.

The recalculations shall be carried out by the Company in accordance with the following formulae:

$$\text{recalculated Subscription Price} = \frac{\text{previous Subscription Price} \times \text{the Share's average listed price during the application period established in the offer (the Share's average price)}}{\text{the Share's average price increased by the value of the right to participate in the offer (the purchase right value)}}$$

$$\text{recalculated number of Shares to which each Warrant provides an entitlement to subscribe} = \frac{\text{previous number of Shares to which each Warrant provides an entitlement to subscribe} \times \text{the Share's average price increased by the purchase right value}}{\text{value}}$$



entitlement to
subscribe

the Share's average price

The Share's average price shall be calculated in accordance with subsection C above.

In the event the shareholders have received purchase rights and trading has taken place in such rights, the value of the right to participate in the offer shall be deemed to correspond to the purchase right value. The purchase right value shall, as far as possible, be determined on basis of the changed market value of the Company's Shares which can be deemed to have occurred due to the offer.

In the event the shareholders have not received purchase rights, or trading in purchase rights has otherwise not taken place, the recalculation of the Subscription Price shall take place applying, as far as possible, the principles stated above. The purchase right value shall, as far as possible, be determined on basis of the changed market value of the Company's Shares which can be deemed to have occurred due to the offer.

The recalculated Subscription Price shall be determined by the Company as soon as possible after expiry of the offer period and applied in conjunction with Subscriptions effected after the recalculated price has been determined.

In the event the Company's Shares are not listed or traded on a Marketplace, a recalculated Subscription Price and recalculated number of Shares shall be determined. In lieu of the provisions regarding the Share's average price, the value of the Share shall thereupon be determined by an independent valuer appointed by the Company.

In the event of Subscription for Shares which is effected before the recalculated Subscription Price and the recalculated number of Shares provided by each Warrant have been determined, the provisions of subsection C last paragraph above shall be applied.

F. Additional provisions regarding new share issues, issuance of convertible debentures or warrants and directed offers to the shareholders

In the event of a new issue or issue of convertible debentures or warrants with pre-emption rights for the shareholders, in exchange for cash payment or payment by way of set-off or, with respect to warrants, without payment, the Company may decide to grant all Warrant Holders the same pre-emption rights as vest in the shareholders pursuant to the resolution. Notwithstanding that Subscription for Shares pursuant to Warrants has not been effected, each Warrant Holder shall thereupon be deemed to be the owner of the number of Shares which the Warrant Holder would have received had Subscription for Shares been effected at the Subscription Price and the number of Shares to which each Warrant provided an entitlement to subscribe, as applicable on the date on which the resolution regarding the offer was adopted.

In the event the Company resolves to extend to the shareholders such an offer as referred to in subsection E above, the provisions of the preceding paragraph shall apply mutatis mutandis. The number of Shares which Warrant Holders shall be deemed to own shall thereupon be determined based on the Subscription Price and the number of Shares to which each Warrant provided an entitlement to subscribe, as applicable on the date on which the resolution regarding the offer was adopted.

In the event the Company decides to grant the Warrant Holders pre-emption rights in accordance with the provisions of this subsection F, no recalculation of the Subscription Price shall take place pursuant to subsections C, D or E.

G. Cash dividend to the shareholders

In the event of a cash dividend to the shareholders, entailing that the shareholders receive dividends which, together with other dividends paid out during the term of the Warrants, exceed 10 per cent of the existing Share's average price during a period of 25 trading days immediately prior to the day on which the board of directors of the Company publishes its intention to submit a proposal to the general meeting regarding such dividend, in the event Subscription is demanded at such time that the Shares thereby received do not carry an entitlement to receive such dividend, a recalculated Subscription Price and a recalculated number of Shares to which each Warrant provides an entitlement to subscribe shall be applied. The recalculation shall be based on the part of the total dividend which exceeds 10 per cent of the Share's average price during the aforementioned period (extraordinary dividend). For the purpose of calculating if and to what extent the distributed dividends shall be deemed extraordinary dividend, the following formulae shall be applied:

$$\frac{\text{the dividend's share of the Share's average price}}{\text{the Share's average price}} = \frac{\text{dividends per Share previously paid out during the term of the Warrants, increased by the dividend per Share now resolved upon}}{\text{the Share's average price}}$$

The recalculation, due to the extraordinary dividend, shall be carried out by the Company in accordance with the following formulae:

$$\frac{\text{recalculated Subscription Price}}{\text{previous Subscription Price} \times \frac{\text{the Share's average listed price during a period of 25 trading days calculated commencing the day on which the Share was listed without the right to participate in the extraordinary repayment (the Share's average price)}}{\text{the Share's average price increased by the extraordinary dividend paid out per Share}}$$

$$\frac{\text{recalculated number of Shares to which each Warrant provides an entitlement to subscribe}}{\text{previous number of Shares to which each Warrant provides an entitlement to Subscribe} \times \frac{\text{the Share's average price increased by extraordinary amount repaid per Share}}{\text{the Share's average price}}}$$

The Share's average price shall be calculated in accordance with subsection C above.

The recalculated Subscription Price and the recalculated number of Shares provided by each Warrant shall be determined by the Company two Banking Days after the expiry of the above-stated period of 25 trading days and shall be applied to Subscription effected thereafter.

In the event of the Company's Shares are not listed or traded on a Marketplace, and a resolution is adopted regarding a cash dividend to the shareholders entailing that the shareholders receive a dividend which, together with other dividends paid out during the term of the Warrants, exceeds 10 per cent of the Company's value, in conjunction with applications for Subscription which take place at such time that the Shares thereby received do not carry an entitlement to receive such dividend, a recalculated Subscription Price and a recalculated number of Shares shall be applied in accordance with this subsection G. The Company's value per share shall thereupon replace the Share's average price in the



formula. The Company's value per share shall be determined by an independent valuer appointed by the Company. The recalculation shall thus be based on the part of the aggregate dividend exceeding 10 per cent of the Company's value referred to above (extraordinary dividend).

In conjunction with Subscription which is effected during the period pending determination of a recalculated Subscription Price and recalculated number of Shares to which each Warrant provides an entitlement to Subscribe, the provisions of subsection C, final paragraph above shall apply mutatis mutandis.

H. Reduction in the share capital with repayment to the shareholders

In the event of a reduction in the share capital with repayment to the shareholders, a recalculated Subscription Price and a recalculated number of Shares provided by each Warrant shall be applied.

The recalculation shall be carried out by the Company in accordance with the following formulae:

$$\begin{aligned} \text{recalculated Subscription Price} &= \frac{\text{previous Subscription Price} \times \text{the Share's average listed price during a period of 25 trading days calculated commencing the day on which the Shares were listed without the right to participate in the repayment (the Share's average price)}}{\text{the Share's average price increase by the amount repaid per Share}} \\ \text{recalculated number of Shares to which each Warrant provides an entitlement to subscribe} &= \frac{\text{previous number of Shares to which each Warrant provides an entitlement to Subscribe} \times \text{the Share's average price increase by the amount repaid per Share}}{\text{the Share's average price}} \end{aligned}$$

The Share's average price shall be calculated in accordance with subsection C above.



In making a recalculation pursuant to the above where the reduction takes place through redemption of Shares, instead of using the actual amount which is repaid per Share a calculated repayment amount shall be used as follows:

$$\begin{array}{l} \text{calculated repayment} \\ \text{amount per Share} \end{array} = \frac{\begin{array}{l} \text{the actual amount repaid per redeemed Share less the Share's market} \\ \text{value during a period of 25 trading days immediately preceding the} \\ \text{day on which the Shares do not carry an entitlement to participate in} \\ \text{the reduction (the Share's average price)} \end{array}}{\begin{array}{l} \text{the number of Shares in the Company which form the basis of} \\ \text{redemption of a Share less 1} \end{array}}$$

The Share's average price shall be calculated in accordance with subsection C above.

The recalculated Subscription Price and the recalculated number of Shares provided by each Warrant shall be determined by the Company two Banking Days after the expiry of the stated period of 25 trading days and shall be applied to Subscriptions effected thereafter.

In conjunction with Subscriptions which are effected during the period pending determination of a recalculated Subscription Price and recalculated number of Shares to which each Warrant provides an entitlement to Subscribe, the provisions of subsection C, final paragraph above, shall apply mutatis mutandis.

In the event the Company's Shares are not listed or traded on a Marketplace, a recalculated Subscription Price and recalculated number of Shares shall be determined. In lieu of the provisions regarding the Share's average price, the value of the Shares shall thereupon be determined by an independent valuer appointed by the Company.

In the event of the Company's share capital is to be reduced through redemption of Shares with repayment to the shareholders and such reduction is not mandatory, or where the Company is to carry out a buyback of its Shares - without a reduction in the share capital being involved - but where, in the Company's opinion, in light of the technical structure and economic effects thereof the measure is comparable to a mandatory reduction, a recalculation of the Subscription Price and number of Shares to which each Warrant provides an entitlement to Subscribe shall be carried out applying, as far as possible, the principles stated above.

I. Appropriate recalculation

In the event of the Company carries out any measure as referred to in subsections A-E, G, H or M and where, in the Company's board's opinion, in light of the technical structure of the measure or for any other reason, application of the prescribed recalculation formulae cannot take place or results in the financial compensation received by the Warrant Holders being unreasonable compared with the shareholders, the board of directors shall carry out the recalculation of the Subscription Price and the number of Shares provided by each Warrant in such manner as the board deems appropriate in order to obtain a reasonable result.

J. Rounding off

In the determination of a recalculated Subscription Price, no rounding off shall be made of the Subscription Price.

K. Liquidation

In the event of liquidation pursuant to Chapter 25 of the Swedish Companies Act, no further Subscription may be effected. The aforesaid shall apply irrespective of the reasons for the liquidation and irrespective of whether or not the order that the Company be placed into liquidation has become final.

Simultaneously with the notice convening the general meeting and prior to the general meeting is to consider the issue of whether the Company is to be placed into voluntary liquidation pursuant to Chapter 25, section 1 of the Swedish Companies Act, the Warrant Holders shall be given notice thereof by the Company in accordance with section 9 below. The notice shall inform the Warrant Holders that Subscription may not be effected after the general meeting has adopted a resolution regarding liquidation.

In the event the Company gives notice that it is considering entering into voluntary liquidation, notwithstanding the provisions of section 3 regarding the earliest date for demanding Subscription, the Warrant Holders shall be entitled to apply for Subscription for Shares through exercise of Warrants commencing the day on which notice is given. However, the aforesaid shall apply only where Subscription can be effected not later than the tenth calendar day prior to the general meeting at which the issue of the Company's liquidation is to be addressed.

L. Merger

In the event the general meeting approves a merger plan pursuant to Chapter 23, section 15 of the Swedish Companies Act whereby the Company is to be merged in another company, Subscription may thereafter not be demanded.

Not later than two months prior to the general meeting which is to consider the issue of approving the above merger, the Warrant Holders shall be given notice thereof in accordance with section 9 below. The notice shall contain information about the merger plan and information that Subscription may not be effected after the general meeting has adopted a resolution regarding the merger in accordance with the paragraph above.

In the event the Company gives notice of a proposed merger in accordance with the above, Warrant Holders shall be entitled to apply for Subscription commencing the date on which notice of the proposed merger was given, provided that Subscription can be effected not later than three weeks prior to the date of the general meeting at which the merger plan whereby the Company is to be merged in another company is to be approved.

The following shall apply if the Company's board of directors prepares a merger plan pursuant to Chapter 23, section 28 of the Swedish Companies Act, whereby the Company is to be merged in another company, or if the Company's Shares are subject to a buy-out procedure pursuant to Chapter 22 of the same Act.

In the event a Swedish parent company owns all of the Shares in the Company, and the Company's board of directors announces its intention to prepare a merger plan regarding absorption of a wholly-owned subsidiary pursuant to the statutory provision referred to in the preceding paragraph, in the event the final date for demanding Subscription pursuant to section 3 above falls on a day after such announcement, the Company shall establish a new final date for demanding Subscription (the Expiry Date). The Expiry Date shall be a day within 60 days of the announcement.

M. Demerger

In the event the general meeting approves a demerger plan pursuant to Chapter 24, section 17 of the Swedish Companies Act whereby the Company shall be demerged through part of the Company's assets

and liabilities being taken over by one or more limited companies in exchange for consideration to the Company's shareholders, a recalculated Subscription Price and a recalculated number of Shares to which each Warrant provides an entitlement to subscribe shall be applied in accordance with the principles regarding dividends as set forth in subsection G above. The recalculation shall be based on the consideration to the Company's shareholders.

In the event all of the Company's assets and liabilities are taken over by one or more limited companies in exchange for consideration to the Company's shareholders, the provisions regarding liquidation as set forth in subsection K above shall apply *mutatis mutandis*, entailing *inter alia* that the right to request Subscription shall terminate simultaneously with registration pursuant to Chapter 24, section 27 of the Swedish Companies Act and that Warrant Holders must be given notice thereof not later than two months prior to the date on which the demerger plan is submitted to the general meeting.

N. Buy-out of minority shareholders

In the event a Swedish parent company, on its own or together with a subsidiary, owns more than 90 per cent of the Shares and more than 90 per cent of the voting rights in respect of all of the Shares in the Company, and where the parent company announces its intention to commence a buy-out procedure, the provisions of the final paragraph of subsection L regarding the Expiry Date shall apply *mutatis mutandis*.

If the announcement has been made in accordance with the provisions above in this subsection, Warrant Holders shall be entitled to demand Subscription until the Expiry Date. The Company must give notice to the Warrant Holders in accordance with section 9 below, not later than five weeks prior to the Expiry Date, informing them of this right and the fact that they may not demand Subscription after the Expiry Date.

If the majority shareholder, pursuant to Chapter 22, section 6 of the Swedish Companies Act, has submitted a request that a buy-out dispute be resolved by arbitrators, the Warrants may not be exercised for Subscription until the buy-out dispute has been settled by an award or decision that has become final. If the period within which Subscription may take place expires prior thereto, or within three months thereafter, a Warrant Holder nevertheless has the right to exercise the Warrant within three months after the date on which the ruling became final.

O. Cease or lapse of liquidation, merger or demerger

Notwithstanding the provisions of subsections K, L, and M that Subscription may not be effected following a resolution regarding liquidation or approval of a merger plan or demerger plan, the right to Subscription shall be reinstated in the event the liquidation ceases or the issue of a merger or demerger lapses.

P. Bankruptcy or company reorganisation order

In the event of the Company's bankruptcy or where a decision is taken that the Company shall be the subject of a company reorganisation order, Subscription may not take place through exercise of Warrants. Where the bankruptcy order or the Company reorganisation order is set aside by a higher court, the entitlement to Subscribe shall be reinstated.

Q. Change in accounting currency

In the event the Company effects a change in the accounting currency, entailing that the Company's share capital shall be established in a currency other than Swedish crowns, the Subscription Price shall be



recalculated in the same currency as the share capital. Such currency recalculation shall take place applying the exchange rate which was used to recalculate the share capital in conjunction with the change in currency.

A recalculated Subscription Price in accordance with the provisions above shall be determined by the Company and shall be applied to Subscriptions effected commencing the day on which the change in the accounting currency takes effect.

R. Equivalent terms and conditions for companies that are not Central Securities Depository Companies

In cases where the provisions concerning recalculation refer to the record date and, at the time of the recalculation, the Company is not a Central Securities Depository Company, a comparable date used in equivalent terms and conditions for companies that are not Central Securities Depository Companies shall apply instead of the record date.

§ 9 Notices

Notices relating to the Warrants must be provided in writing to each Warrant Holder to an address which is known to the Company.

§ 10 Amendments to the terms and conditions

The Company's board of directors shall be entitled, on behalf of the Warrant Holders, to amend these terms and conditions to the extent that any legislation, court decision, Euroclear's or public authority decision renders necessary such amendment or where, in the board's opinion, for practical reasons it is otherwise appropriate or necessary to amend the terms and conditions, and the rights of the Warrant Holders are thereupon not prejudiced in any respect.

§ 11 Confidentiality

None of the Company, the institution maintaining a Warrant Holder's account or Euroclear may disclose information about a Warrant Holder to any third party without authorisation. The Company shall be entitled to obtain the following information from Euroclear regarding a Warrant Holder's account in the Company's central securities depository register:

- a) the Warrant Holder's name, personal identification number or other identification number, and postal address;
- b) the number of Warrants.

§ 12 Governing law

These Warrants and legal issues relating thereto shall be governed by Swedish law. Proceedings arising from this agreement shall be brought in the district court where the registered office of the Company is situated or any other forum whose authority is accepted in writing by the Company.

