

TERMS AND CONDITIONS FOR WARRANTS 2024/2027

MIPS AB (PUBL)

§ 1 Definitions

As used in these terms and conditions, the following terms shall have the meanings set forth below.

”share”	a share in the company with a present quota value of SEK 0.10;
”banking day”	a day which is not a Saturday, Sunday, or any other public holiday or, with respect to the payment of debentures, is not deemed to be the equivalent of a public holiday in Sweden;
”Euroclear”	Euroclear Sweden AB or other securities depository in accordance with Chapter 2 of the Swedish Central Securities Depositories and Financial Instruments Accounts Act (1998:1479);
”holder”	the holder of a warrant;
”Mips” or the “company”	Mips AB (publ), company registration number 556609-0162;
”subscription”	such subscription of new shares in the company as referred to in Chapter 14 of the Swedish Companies Act (2005:551) (Sw. <i>Aktiebolagslagen</i>);
”subscription price”	the price at which subscription for new shares may be made; and
”warrant”	the right to subscribe for one (1) share in the company upon payment in cash pursuant to these terms and conditions.

§ 2 Warrants

The maximum number of warrants is 143,000.

The warrants shall be registered in Euroclear in a securities register (Sw. *avstämningsregister*) as prescribed in Chapter 4 of the Swedish Central Securities Depositories and Financial Instruments Accounts Act (1998:1479). As a consequence, no warrant certificates will be issued.

The warrants are registered for the account of the holder, in an account in the company’s securities register. Registration of warrants resulting from measures pursuant to §§ 6, 7, 8 and 11 shall be undertaken by Euroclear or by an account-operating institute. Other registration measures may be taken by Euroclear or by an account-operating institute.

§ 3 Right to subscribe for new shares, subscription price

Each warrant entitles to subscription of one (1) new share in Mips. The subscription price per share shall correspond to 130 per cent of the average volume-weighted price paid for the Mips share according to Nasdaq Stockholm's official price list during the five trading days preceding the time when the participants in Mips acquire warrants from Mips' subsidiary. The calculated subscription price shall be rounded to the nearest whole SEK 0.01 (Sw. öre), whereupon SEK 0.005 shall be rounded upwards. If acquisition takes place on more than one occasion, the subscription price is determined at the first occasion of transfer.

Recalculation of the subscription price, as well as the number of new shares which each warrant entitles to subscription for, may take place under the circumstances set forth in § 8 below. The calculated subscription price may not amount to less than the quota value of the company's share. Subscription may only be made in respect of the entire number of whole shares to which the total number of warrants entitles, i.e. fractions of shares cannot be subscribed for.

In relation to each holder, the company undertakes to procure that each holder is entitled to subscribe for shares in the company, on the terms and conditions set out below, for payment in cash.

A subscription price exceeding the quota value of the company's share shall be added to the unrestricted share premium account.

§ 4 Application for subscription

Application for subscription of shares by exercising warrants may be made during the period from and including 15 June 2027 up to and including 15 December 2027, or to an even earlier day as follows from § 8 (k), (l), and (m) below.

When such application for subscription is made, an application form in the designated form duly filled out shall be submitted to the company.

The application for subscription is binding and may not be withdrawn.

If an application for subscription is not made within the period set forth in the first paragraph, all rights attaching to the warrants shall cease to exist.

Subscription of shares will not be possible during such a period when trading in the Mips share is prohibited pursuant to Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse, or other equivalent legislation in force at the time.

§ 5 Payment

Upon an application for subscription, cash payment must immediately be made for the number of shares specified in the application. Payment shall be made in cash to an account specified by the company.

§ 6 Entry in share register, etc.

Allotment of shares will be effected by the new shares being registered as interim shares by the company in securities accounts. Once registration has taken place with the Swedish Companies Registration Office (Sw. Bolagsverket), registration in the securities account will become final. As indicated in § 8 below, the date of such final registration in the securities account may be deferred in certain cases.

If the company is not a CSD company at the time of subscription notification, allotment of shares will be effected by registering the shares as interim shares in the company's share register. Once registration has taken place with the Swedish Companies Registration Office, the new shares will be registered as shares in the company's share register.

§ 7 Right to dividends for a new share

Shares issued as a result of subscription will carry rights to dividends as of the first record date for dividends after the subscription is executed.

If the company is not a CSD company, the shares issued as a result of subscription will carry rights to dividends as of the first general meeting after the subscription is executed.

§ 8 Recalculation in certain cases

With regard to the rights of the holders in certain situations, such as if the share capital and/or number of shares before subscription increases or decreases, as well as in certain other situations, the following shall apply:

- (a) Should the company make a bonus issue, where the application to subscribe is made at such a time that it cannot be executed earlier than the fifth calendar day before the general meeting that resolves on the issue, the subscription shall not be executed until the meeting has resolved thereon. Shares that are issued through subscriptions executed after the resolution on the issue shall be recorded in a securities account as interim shares; meaning that they shall not be entitled to participate in the issue. Final registration in the securities account shall not take place until after the record day for the issue.

If the company is not a Euroclear registered company when the general meeting resolves on the bonus issue, shares added through subscription which has been carried out by registering the shares in

the share register as interim shares at the time for the resolution by the general meeting, may participate in the bonus issue.

For subscriptions executed after a resolution on the bonus issue, a recalculated subscription price shall apply together with a recalculation of the number of shares to which each warrant gives the right to subscribe. The recalculations shall be carried out in accordance with the following formulas:

$$\text{recalculated subscription price} = \frac{\text{previous subscription price} \times \text{the number of shares before the bonus issue}}{\text{the number of shares after the bonus issue}}$$

$$\text{recalculated number of shares which each warrant entitles subscription for} = \frac{\text{previous number of shares to which each warrant gives the right to subscribe for} \times \text{the number of shares after the bonus issue}}{\text{the number of shares before the bonus issue}}$$

The subscription price and number of shares recalculated in accordance with the above shall be determined as soon as possible after the general meeting's resolution on the bonus issue but shall not be applied until after the record day for the issue.

- (b) Should the company carry out consolidation or split of shares, subsection (a) above shall apply correspondingly, whereby where applicable, the record day shall be deemed the day on which, at the company's request, the consolidation or split takes place at Euroclear.
- (c) Should the company carry out a new issue - with preferential rights for shareholders to subscribe for new shares for payment in cash or for set-off - the following shall apply regarding the right to participate in the issue attached to shares added through subscription with the exercise of a warrant:
 - (i) If the issue decided by the board of directors subject to the approval of a general meeting or with the backing of the authority of a general meeting, the last day on which subscriptions shall be executed, in order for shares, added by subscription, to contain the right to participate in the issue, shall be stated in the resolution. Such date may not fall earlier than

the tenth calendar day after the holder has been informed of the resolution regarding the new issue.

- (ii) If the issue is resolved upon at a general meeting, subscriptions – applied for at such a time that they cannot be executed later than five calendar days before the general meeting resolving on the issue – shall not be executed until the company has carried out the recalculation in accordance with the second last paragraph of this subsection (c). Shares added through such a subscription shall be interim entered in the securities account, which means that they shall not have the right to participate in the issue.

If the company is not a Euroclear registered company when the general meeting resolves on the new issue, shares added through subscription which has been carried out by registering the shares in the share register as interim shares at the time for the resolution by the general meeting, may participate in the issue.

When subscriptions are executed at such a time that no right to participate in the new issue arises, a recalculated subscription price shall be applied together with a recalculation of the number of shares to which each warrant gives the right to subscribe for. The recalculations shall be carried out in accordance with the following formulas:

$$\begin{aligned} \text{recalculated} & & = & & \text{previous subscription price x the} \\ \text{subscription price} & & & & \text{average quoted price of the share} \\ & & & & \text{during the subscription period set forth} \\ & & & & \text{in the resolution approving the issue} \\ & & & & \underline{\text{(average share price)}} \\ & & & & \text{average share price increased by the} \\ & & & & \text{theoretical value of the subscription} \\ & & & & \text{right calculated on the basis thereof} \end{aligned}$$

$$\begin{aligned} \text{recalculated} & & = & & \text{previous number of shares to which} \\ \text{number of shares} & & & & \text{each warrant entitles subscription for x} \\ \text{which each warrant} & & & & \text{(average share price increased by the} \\ \text{entitles subscription} & & & & \text{theoretical value of the subscription} \\ \text{for} & & & & \underline{\text{right calculated on the basis thereof)}} \\ & & & & \text{average share price} \end{aligned}$$

The average share price shall be deemed to be equal to the average of the mean, calculated for each trading day during the subscription period, of the highest and lowest prices paid according to the price list

of Nasdaq Stockholm (or the price list of the stock exchange, authorised marketplace, or other regulated market on which the company's shares are listed or traded). In the absence of a quoted paid price, the last quoted bid price shall be used in the calculation. Days for which neither a paid price nor a bid price is quoted shall be excluded from the calculation.

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

$$\text{value of subscription right} = \frac{\text{maximum number of new shares that may be issued according to the resolution approving the issue} \times (\text{average share price reduced by the subscription price for the new share})}{\text{number of shares prior to the resolution approving the issue}}$$

Should a negative value result from the calculation, the theoretical value of the right to subscribe shall be set to zero.

The recalculated subscription price and recalculated number of shares in accordance with the above shall be determined two banking days after the expiry of the subscription period and shall be applied to subscriptions that are executed thereafter.

Should the company's shares not be quoted or traded on a stock exchange, authorised marketplace, or other regulated market, a recalculated subscription price and recalculated number of shares shall be fixed in accordance with this subsection (c). In such case, the value of the shares shall, instead of what is stated regarding the average share price, be determined by an independent valuer appointed by the company.

During the period prior to the determination of the recalculated subscription price and the recalculated number of shares that each warrant entitles the holder to subscribe for, subscription shall only be executed on a preliminary basis, whereupon the number of shares that each warrant entitles the holder to subscribe for prior to recalculation shall be entered in the securities account on an interim basis. Further, it shall be noted that each warrant, after recalculation, may entitle the holder to subscribe for additional shares in accordance with § 3 above. Final registration on the securities account shall be effected following recalculation. If the company is not a Euroclear registered company, subscription is executed in the company's share register by registering the shares as interim shares. The new shares shall be registered as shares in the share register when the recalculations have been fixed.

- (d) Where the company carries out an issue of convertibles or warrants – with preferential rights for shareholders – the provisions contained in subsection (c) above, shall apply correspondingly regarding the rights to participate in the share issue as a result of subscription pursuant to the exercise of a warrant.

In connection with subscriptions executed at such time that no right to participate in the share issue arises, a recalculated subscription price and a recalculated number of shares that each warrant entitles the holder to subscribe for shall be applied. The recalculations shall be made in accordance with the following formulas:

$$\begin{aligned} \text{recalculated} & & = & & \text{previous subscription price x the average} \\ \text{subscription price} & & & & \text{quoted price of the share during the} \\ & & & & \text{subscription period specified in the} \\ & & & & \text{resolution approving the issue (average} \\ & & & & \text{share price)} \\ & & & & \text{average share price increased by the} \\ & & & & \text{value of the subscription right} \end{aligned}$$

$$\begin{aligned} \text{recalculated} & & = & & \text{previous number of shares which each} \\ \text{number of shares} & & & & \text{warrant entitles the holder to subscribe} \\ \text{which each} & & & & \text{for x (the average share price increased} \\ \text{warrant entitles} & & & & \text{by the value of the subscription right)} \\ \text{subscription for} & & & & \text{the average share price} \end{aligned}$$

The average share price shall be calculated in accordance with the provisions of subsection (c) above.

The value of a subscription right shall be deemed to be equal to the average of the mean, calculated for each trading day during the subscription period, of the highest and lowest prices paid according to the price list at Nasdaq Stockholm (or the corresponding information from a stock exchange, authorised marketplace or other regulated marketplace on which the company's shares are listed or traded). In the absence of a quoted paid price, the last quoted bid price shall be used in the calculation. Days for which neither a paid price nor a bid price is quoted shall be excluded from the calculation.

The recalculated subscription price and recalculated number of shares in accordance with the above shall be determined two banking days after the expiry of the time for subscriptions and shall be applied to subscriptions executed thereafter.

Should the company's shares not be quoted or traded on a stock market, authorised marketplace, or other regulated marketplace, a

recalculated subscription price and a recalculated number of shares shall be fixed in accordance with this subsection (d). In such case, the value of the shares shall, instead of what is stated regarding the average share price, be determined by an independent valuer appointed by the company.

The provisions of the last paragraph of subsection (c) above, shall apply correspondingly to subscriptions executed during the period until the recalculated subscription price and the recalculated number of shares are determined.

- (e) In the event the company, under circumstances other than those set forth in subsections (a)-(d) above, makes an offer to shareholders, based on preferential rights in accordance with the principles set forth in the Swedish Companies Act to purchase securities or rights of any kind from the company or where the company resolves, in accordance with the above stated provisions, to distribute such securities or rights without consideration (the offer), then a recalculated subscription price and a recalculated number of shares that each warrant entitles the holder to subscribe for shall be applied in connection with subscriptions which are effected at such time that the shares subscribed for as a consequence thereof do not entitle the holder to participate in the offer. Recalculations shall be made in accordance with the following formulas:

$$\begin{aligned} \textit{recalculated} & & = & & \text{previous subscription price x the average} \\ \textit{subscription price} & & & & \text{quoted price of the share during the} \\ & & & & \text{application period specified in the offer} \\ & & & & \underline{\text{(the average share price)}} \\ & & & & \text{average share price increased by the} \\ & & & & \text{value of the right to participate in the} \\ & & & & \text{offer (the value of the purchase right)} \end{aligned}$$

$$\begin{aligned} \textit{recalculated number} & & = & & \text{previous number of shares which each} \\ \textit{of shares which each} & & & & \text{warrant entitles the holder to subscribe} \\ \textit{warrant entitles} & & & & \text{for x (average share price increased by} \\ \textit{subscription for} & & & & \underline{\text{the value of the purchase right)}} \\ & & & & \text{the average share price} \end{aligned}$$

The average share price shall be calculated in accordance with the provisions set forth in subsection (c) above.

In the event the shareholders have received purchase rights and trading of such rights has taken place, the value of the right to participate in the offer shall be deemed to be equal to the value of the purchase right. The value of a purchase right shall in such case be

deemed to be equal to the average of the mean, calculated for each trading day during the subscription period, of the highest and lowest prices paid according to price list at Nasdaq Stockholm (or the corresponding information on a stock market, authorised marketplace or other regulated marketplace on which such purchase rights are listed or traded). In the absence of a quoted paid price, the last quoted bid price shall be used in the calculation. Days for which neither a paid price nor a bid price is quoted shall be excluded from the calculation.

In the event the shareholders have not received purchase rights or such trading in purchase rights as referred to in the preceding paragraph has otherwise not taken place, a recalculation of the subscription price and the number of shares which each warrant entitles the holder to subscribe for shall be determined, to the extent possible, by applying the principles set forth above in this subsection (e), whereupon the following shall apply. Where a listing is carried out in respect of the securities or rights that are offered to the shareholders, the value of the right to participate in the offer shall be deemed to be the average of the prices paid on each trading day during 25 trading days from and including the first day of listing calculated as the average mean of the highest and lowest paid prices in transactions in these securities or rights on Nasdaq Stockholm (or the corresponding information on a stock exchange, authorised marketplace or other regulated market on which these securities or rights are listed or traded), where applicable reduced by any consideration that has been paid for these in connection with the offer. In the absence of a quoted paid price, the last quoted bid price shall be used in the calculation. Days for which neither a paid price nor a bid price is quoted shall be excluded from the calculation. When recalculating the subscription price and number of shares according to this paragraph, the application period determined in the offer shall be deemed to correspond to the above mentioned period of 25 trading days. In the event such listing should not occur, the value of the right to participate in the offer shall as far as possible be based upon the change in the market price of the company's shares that is deemed to have arisen as a consequence of the offer.

The recalculated subscription price and recalculated number of shares in accordance with the above shall be determined as soon as possible following expiration of the offer and shall be applied to subscriptions executed after such determination has been made.

Should the company's shares not be listed or traded on a stock exchange, authorised marketplace, or other regulated marketplace, a recalculated subscription price and a recalculated number of shares

shall be determined in accordance with this subsection (e). In such case, the value of the shares shall, instead of what is stated regarding the average share price, be determined by an independent valuer appointed by the company.

In the event that applications for subscription are made during the period until the time the recalculated subscription price and the recalculated number of shares have been determined, the provisions above set forth in the last paragraph of subsection (c) above shall apply correspondingly.

- (f) In the event the company conducts a new issue or an issue according to the Swedish Companies Act, Chapter 14 or 15, – with preferential rights for shareholders – the company shall be entitled to grant all holders the same preferential rights which according to the resolution, will vest with the shareholders. In this connection, each holder, irrespective of whether the subscription has not been executed, shall be deemed to be the owner of the number of shares that the holder would have received, if subscription had been executed in respect of the number of shares which each warrant entitled the holder to subscribe for at the time of the resolution to carry out the issue.

In the event the company resolves to direct an offer to the shareholders such as specified in subsection (e) above, the provisions of the preceding paragraph shall apply correspondingly. However, the number of shares which each holder shall be deemed to be the owner of shall, under such circumstances, be determined on the basis of the subscription price in effect at the time of the resolution to carry out the offer.

In the event the company resolves to grant the holders preferential rights in accordance with the provisions set forth in this subsection (f), no recalculation as set out above in subsections (c), (d) or (e) shall be carried out.

- (g) In the event the company decides to pay cash dividend, a recalculated subscription price and recalculated number of shares shall be applied. The company shall carry out such a recalculation in accordance with the following formulas:

$$\begin{array}{l} \textit{recalculated} \\ \textit{subscription} \\ \textit{price} \end{array} = \begin{array}{l} (\textit{previous subscription price}) \times \\ (\textit{the average quoted price of the} \\ \textit{share during a period of 25} \\ \textit{trading days calculated from and} \\ \textit{including the day the share is} \\ \textit{listed without right for dividend} \\ (\textit{the average share price})) / \end{array}$$

(average share price increased by the dividend paid per share)

recalculated number of shares which each warrant entitles subscription for = (previous number of shares which each warrant entitles the holder to subscribe for) x (average share price increased by the dividend paid per share)/(the average share price)

The average share price is calculated in accordance with the provisions set forth in subsection (c) above.

The recalculated subscription price and the recalculated number of shares as mentioned above, will be determined by the company two banking days after the expiration of the aforementioned period of 25 trading days, and shall apply on subscription executed thereafter.

Subscription executed during the period before the time of establishment of the recalculated subscription price and the recalculated number of shares, shall be executed in accordance with the provisions set forth in subsection (c) above.

- (h) In the event the company's share capital or statutory reserve fund is reduced through a repayment to the shareholders, a recalculated subscription price and recalculated number of shares shall be applied. The company shall carry out such a recalculation in accordance with the following formulas:

recalculated subscription price =
$$\frac{\text{previous subscription price the average quoted price of the share during a period of 25 trading days calculated from and including the day the share is listed without right for repayment (the average share price)}}{\text{average share price increased by the amount repaid per share}}$$

recalculated number of shares =
$$\frac{\text{previous number of shares which each warrant entitles the holder to subscribe for x average share price increased by the amount repaid per share}}{\text{the average share price}}$$

The average share price is calculated in accordance with the provisions set forth in subsection (c) above.

In the event of recalculation as mentioned above and when the reduction is made through redemption of shares, a repayment amount per share calculated as follow, shall be used instead of the actual amount repaid per share:

$$\begin{array}{l} \textit{calculated} \\ \textit{repayment amount} \\ \textit{per share} \end{array} = \begin{array}{l} \text{The actual amount repaid per} \\ \text{redeemed share reduced with the} \\ \text{average share price during a period} \\ \text{of 25 trading days immediately} \\ \text{preceding the day on which the} \\ \text{shares is traded without the right to} \\ \text{participate in the reduction (the} \\ \text{average share price)} \underline{\hspace{1cm}} \\ \\ \text{the number of shares underlying} \\ \text{redemption of a share reduced by 1} \end{array}$$

The average share price is calculated in accordance with the provisions set forth in subsection (c) above.

The recalculated subscription price and the recalculated number of shares, as mentioned above, that each warrant entitles to subscribe for, will be determined by the company two banking days after the expiration of the aforementioned period of 25 trading days, and shall apply on subscription executed thereafter.

Subscription executed during the period before the time of establishment of the recalculated subscription price and the recalculated number of shares, shall be executed in accordance with the provisions set forth in subsection (c) above.

If the company's share capital is reduced through redemption of shares to be repaid to the shareholders and when such reduction is not compulsory, but when, according to the company, the reduction with regard to its technical structure and financial effects are equivalent to a compulsory reduction, the recalculation of the subscription price and the number of shares that each warrant entitles the holder to subscribe for, shall occur according to the provisions set out in this paragraph, to the extent possible.

If the company's shares at the time of the reduction are not subject to listing, a recalculation of the subscription price will be made accordingly. The recalculation, determined by the company, shall be made based on that the value on the warrants remain unchanged.

- (i) In the event the company carries out measures set forth in subsections (a)–(h) above or another measure with similar effect, and if the application of the intended recalculation formula, according to the company’s opinion, due to the technical structure or for another reason, may not be possible or results in the economic compensation to the holders becoming unreasonable in relation to the shareholders, recalculations of the subscription price and the number of shares that each warrant entitles the holder to subscribe for shall be made for the purpose of the recalculations leading to a reasonable result, provided that the company’s board of directors so approves in writing.
- (j) In conjunction with recalculations in accordance with the above, the subscription price shall be rounded off to the nearest whole SEK 0.01 (Sw. öre) whereupon SEK 0.005 shall be rounded upwards, and the number of shares shall be rounded to two decimal places.
- (k) In the event it is resolved that the company shall enter into liquidation according to Chapter 25 of the Swedish Companies Act, regardless of the grounds for liquidation, applications for subscription may not be made thereafter. The right to make applications for subscription shall terminate in conjunction with the general meeting’s resolution to place the company in liquidation, regardless of whether such resolution has entered into effect or not.

Immediately in conjunction with the decision by the company’s board of directors to summon a general meeting which shall decide whether the company shall enter into voluntary liquidation according to the Chapter 25, Section 1 of the Swedish Companies Act, notice shall be given to holders in accordance with § 9 below in respect of the intended liquidation. The notice shall state that applications for subscription may not be made following the adoption of a resolution by the general meeting to place the company in liquidation.

In the event that the company gives notice of an intended liquidation in accordance with the above, each holder – irrespective of that which is set forth in § 4 above regarding the earliest time at which applications for subscription may be made – shall be entitled to apply for subscription from the day on which notice is given, provided it is possible to effect subscription not later than the tenth calendar day prior to the general meeting at which the issue of the company’s liquidation shall be addressed.

- (l) In the event that the general meeting, in accordance with Chapter 23, Section 15 of the Swedish Companies Act, approves – or all shareholders in participating companies in accordance with the fourth paragraph of the mentioned section signs – a merger plan, pursuant

to which the company is to merge with another company, or in the event that the general meeting, in accordance with the Swedish Companies Act, Chapter 24, Section 17, approves – or all shareholders in participating companies in accordance with the fourth paragraph of mentioned section signs – a demerger plan, pursuant to which the company is about to demerge without liquidation, applications for subscription may not be made thereafter.

Immediately in conjunction with the decision by the company's board of directors to convene a general meeting which shall make a final decision in respect of a merger or demerger as set forth above, or if the merger or demerger plan shall be signed by all shareholders in participating companies not later than six weeks before such signing take place, notice shall be given to holders in accordance with § 9 below in respect of the intended merger or demerger. The notice shall set forth the principal contents of the intended merger or demerger plan and the holders shall be notified that subscription may not be made following a final decision regarding the merger or demerger, or following the signing of the merger or demerger plan, in accordance with the provisions set forth in the preceding paragraph.

In the event the company gives notice regarding a planned merger or demerger in accordance with the above, each holder – irrespective of what is set forth in § 4 regarding the earliest time at which applications for subscription can be made – shall be entitled to apply for subscription from the date on which notice is given regarding the intended merger or demerger, provided that it is possible to effect subscription no later than: (i) the tenth calendar day prior to the general meeting at which the merger plan, pursuant to which the company is to be merged with another company, or the demerger plan, pursuant to which the company is to be demerged without liquidation is to be approved, or (ii) if the merger or demerger plan shall be signed by all shareholders in participating companies not later than the tenth calendar day prior to such signing.

- (m) Where the company's board of directors prepares a merger plan in accordance with Chapter 23, Section 28 of the Swedish Companies Act, pursuant to which the company is to be merged with another company, or where the company's shares are subject to compulsory purchase procedures according to Chapter 22 of the above stated act, the following shall apply.

Where a Swedish limited liability company owns all shares in the company, and where the board of directors publishes its intention to prepare a merger plan in accordance with the legislation referred to in

the preceding paragraph, the company shall, provided that the final day for application for subscription pursuant to § 4 occurs after such publication, determine a new final day for application for subscription (expiration date). The expiration date must occur within 30 days of the publication.

A majority shareholder who exercises its right, pursuant to Chapter 22 of the Swedish Companies Act, to buy-out outstanding shares in the company shall also be entitled to buyout warrants issued by the company. Where the majority shareholder has requested that a dispute regarding a buy-out be resolved by arbitrators pursuant to the Companies Act, the warrants may not be exercised for subscription until the buy-out dispute has been decided through an award or a decision which has become final. Where the period of time within which a warrant may be exercised expires prior thereto, or within three months after, the holders of the warrants shall nevertheless be entitled to exercise the warrants during a period of three months after the determination has become final.

When publication has been made as described above in this subsection (m), each holder – irrespective of what is set forth in § 4 regarding the earliest time at which applications for subscription may be made – shall be entitled to such application up until the expiration date. Not later than three weeks prior to the expiration date, the company shall notify the holders pursuant to § 9 in respect of this right and in respect of that applications for subscription may not be made after the expiration date.

- (n) Notwithstanding the provisions set forth in subsections (k), (l) and (m) above that applications for subscription may not be made following the adoption of a resolution to place the company in liquidation, the approval of a merger or demerger plan, or the expiry of a new expiration date in conjunction with a merger, the right to make an application for subscription shall apply in circumstances where the liquidation is terminated or the merger is not carried out.
- (o) In the event the company is declared bankrupt (Sw. konkurs), applications to subscribe may not be made thereafter. If, however, the bankruptcy order is revoked by a higher court, applications to subscribe may once again be made.
- (p) The above stated concerning listing on Nasdaq Stockholm is also applicable in cases where the company's shares are subject to listing in another equivalent way. Reference to Nasdaq Stockholm shall then refer to such regulated markets or other markets.

- (q) If the company is not listed when the recalculation takes place, the company shall then carry out a recalculation in a way that is appropriate for the purpose that such a recalculation leads to a fair result.
- (r) The company agrees not to undertake any measure set forth in this § 8 that would result in a recalculation of the subscription price to an amount less than the quota value of the company's shares.

§ 9 Notices

Notices concerning the warrants shall be provided to each warrant holder by letter to the, for the company last known address or by e-mail to the, for the company last known e-mail address. If warrant holders have not notified the company's board of directors of any address or e-mail address, the company has no obligation to send a notice regarding warrants to such warrant holders.

§ 10 Confidentiality

Unless so authorised, the company may not provide information on holders of warrants to third parties. However, this obligation shall not apply if the company is or becomes obliged to disclose such information pursuant to any law, regulation, court or public authority's legally binding decision, or listing agreement. The Company shall have access to information contained in the register of warrants held by Euroclear which sets out the persons registered as holders of warrants.

§ 11 Amendment of terms and conditions

The company is entitled to amend these terms and conditions on behalf of the holder, if required by legislation, judicial decisions or decisions from authorities, or if it is otherwise in the opinion of the company, expedient or necessary due to a material practical reason, and the holders' rights are not materially impaired.

§ 12 Force majeure

With respect to the actions incumbent on the company, the company cannot be held liable for loss due to Swedish or foreign legal decrees, Swedish or foreign action by public authorities, acts of war, acts of terrorism, strikes, blockades, boycotts, lockouts or other similar causes. The reservations with respect to strikes, blockades, boycotts and lockouts apply even if the company itself undertakes or is the object of such an action.

The company is not under any obligation to provide compensation for loss in other situations, if the company has exercised normal prudence. The company is under no circumstances liable for indirect loss or other

consequential loss. Neither is the company liable for loss which is due to the holder's or another party's breach of law, decrees, regulations or these conditions. Holders are hereby informed that they are liable for the accuracy of documents sent to the company, and that such documents are duly signed. Holders are also liable for keeping the company informed on changes which occur in relation to previously provided information.

If the company is partially or fully hindered from taking action by circumstances such as those described above, the action may be deferred until the hindrance has ceased to exist. If the company is prevented from executing or receiving payment due to such circumstance, then neither the company nor the holder shall be liable for interest on overdue payments.

§ 13 Applicable law and jurisdiction

Swedish law shall govern these terms and conditions and any related legal matters. Any dispute with respect to these terms shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The parties to the arbitration shall keep the legal proceedings confidential.
