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## NEXAM CHEMICAL HOLDING AB (PUBL) – PROPOSAL FOR RESOLUTION ON ISSUANCE OF WARRANTS AND APPROVAL OF TRANSFER OF WARRANTS

The Board of Directors of Nexam Chemical Holding AB (the “Company”) proposes that the AGM resolves to implement an incentive program for senior executives and key persons in the Nexam group (“Incentive Program 2014/2017”) through issuance of 1,083,849 warrants conferring right to subscribe for one new share in the Company on the following terms and conditions.

1. With deviation from the shareholders’ preferential rights, the warrants may only be subscribed for by Company’s wholly owned subsidiary Nexam Chemical AB. The reason for deviation from the shareholders’ preferential rights is that warrant shall be used in the context of Incentive Program 2014/2017.
2. Subscription shall be made at the latest on 31 October 2014, provided that the Board shall be entitled to prolong the subscription period.
3. Over subscription cannot occur.
4. The warrants shall be issued without consideration. The reason for issuing the warrants without consideration is that the warrants shall be utilized for implementation of Incentive Program 2014/2017.
5. Nexam Chemical AB shall have the right to, at one or several occasions, transfer warrants to senior executives and key persons in the Nexam group and to otherwise handle the warrants to fulfil the obligations under Incentive Program 2014/2017.
6. Transfers to participants in Incentive Program 2014/2017 according to section 5 shall be made against cash consideration corresponding to the market value of the warrants calculated in accordance with the “Black Scholes” formula and accepted assumptions regarding among others volatility and risk free interest, which assumptions shall be based on measurements during the period 1 September 2014 – 12 September 2014 (the “Measurement Period”). The calculation of the market value of the warrants shall be made by a well reputable valuation company.
7. The warrants and the exercise of the option right is subject to conditions set forth in the enclosed terms and conditions of warrants 2014/2017; Schedule A (the "Option Terms"). Of the Option Terms follows inter alia:
  - a) that each warrant confers right to subscribe for one new share in the Company against cash payment at a subscription price corresponding to 150 per cent of the volume weighted average last closing price for the Company’s share on Nasdaq OMX First North during the Measurement Period. The subscription price shall be rounded off to the nearest whole 10 öre, where 5 öre shall be rounded upwards;

- b) that the subscription price and the number of shares that each warrant confers right to subscribe for can be subject adjustment as set out in Section 8 of the Option Terms;
  - c) that the subscription right may be utilized during the period from and including 25 September 2017 to and including 9 October 2017;
  - d) the time of exercise of the option right may be brought forward or be postponed as set out in Section 8 of the Option Terms; and
  - e) the shares issued upon utilization of a warrant shall confer right to dividends as set out in Section 7 of the Option Terms.
8. In case all warrants are exercised for subscription of new shares, the share capital will increase with SEK 20,843.250001.
  9. The Chairman or the person he appoints shall be authorized to make such minor formal adjustments of the resolution that may be required in connection with registration at the Swedish Companies Registration Office.
  10. The Board shall be entitled to resolve on transfer of warrants to senior executives and key persons in the Nexam group in accordance with the following guidelines:
    - a) Key executives at maximum 160,000 warrants per individual (apprx. 5)
    - b) Key persons at maximum 40,000 warrants per individual (apprx. 12)

Senior executives who are also board members shall not be entitled to participate in the Incentive Program 2014/2017.

A participant may subscribe for a lower number of warrants than stated above. If the total number of warrants that participants wishing to purchase would exceed the maximum number of warrants that may be issued, a proportionate reduction shall be made of the number of warrants that each person can be assigned according to the guidelines above. Guaranteed allocation will not occur. Over-allotment cannot take place. Any warrants not allotted as described above shall be reserved for future recruitment of persons in the above categories in the Nexam group, whereby the above guidelines for the allotment shall be applied. Upon such allotment recalculation of the warrants' market value, to be paid by participants, shall take place.

11. Notice of participation from key executives and key persons to participate in Incentive Program 2014/2017 shall have been received by the Company at the latest on 30 September 2014, provided that the Board shall be entitled to prolong this time period and to apply a different notification period for participants that are subsequently employed in the Nexam group.
12. The Board shall have the right to restrict the scope of or prematurely terminate the Incentive Program 2014/2017, if the Board considers that the incentive program

cannot be practically implemented with regard to the underlying purpose of an incentive program.

13. The Board shall have the right to adjust the terms and conditions of the Incentive Program 2014/2017 to the extent required for the allotment of warrants in other countries should, as far as practicable, be made on the same conditions as under the Incentive Program 2014/2017.
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#### Motive for the warrant program and reasons for the deviation from the shareholders' preferential

The reasons for the implementation of the warrant program with deviation from the shareholders' preferential rights are to be able to create possibilities for the Company to retain competent key persons through the offering of a long term ownership engagement for the key persons. Such ownership engagement is expected to stimulate the key persons to an increased interest in the business and profit development and increase the feeling of connectedness with the Company.

#### Previous incentive programs, dilution, etc.

The Company's subsidiary Nexam Chemical AB has previously issued 7,280 warrants to employees. Each warrant confers right to subscription of one new share in the subsidiary at a subscription price of SEK 1,000 per share (4,340 warrants) and the subscription price of SEK 2,000 per share (2,940 warrants), respectively. The warrants can be utilized during the periods 15 September 2016 – 15 December 2016 (2,040 warrants), 15 September 2017 – 15 December 2017 (2,300 warrants) and 1 October 2018 – 31 December 2018 (2,940 warrants). The Company has entered into agreements with the holder of the warrants pursuant to which the Company has the right to acquire the shares potentially subscribed for against payment in the form of 182.5034 shares in the Company for each new issued share in the subsidiary. In case all warrants are exercised for subscription of shares in the subsidiary, the Company will issue 1,328,625 shares as consideration.

The now proposed Incentive Program 2014/2017 and thereby associated issue of at maximum 1,083,849 warrants in accordance with the proposal above, may cause a dilution of approximately 2.0 per cent of the Company's share capital and votes after full dilution, calculated as the number of shares that will be added upon full exercise of Incentive Program 2014/2017 in relation to the number of existing shares with the addition of the shares that will be added upon full exercise of all warrants outstanding in the group. In case all warrants (existing as well as the now proposed) are exercised, the aggregate dilution, calculated in the same manner, will amount to approximately 4.45 per cent.

### Costs

Since the warrants in Incentive Program 2014/2017 will be transferred at market value, it is Company's opinion that no social charges will be triggered for the Company due to Incentive Program 2014/2017. The costs for Incentive Program 2014/2017 will hence only consist of limited costs related to implementation and administration of the program.

### Preparation of the proposal

The proposal for Incentive Program 2014/2017 for senior executives and key persons within the Nexam group has been prepared by the Board in consultation with external advisors.

### Majority requirement

The Board's proposal on implementation of Incentive Program 2014/2017, issuance of warrants and approval on transfer of warrants is covered by the provisions of the Swedish Companies Act, Chapter 16. A legally binding resolution therefore requires that this proposal is supported by shareholders holding not less than nine-tenths of both the shares voted and of the shares represented at the general meeting

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Lund in April 2014

The Board of Directors of Nexam Chemical Holding AB (publ)

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## TERMS AND CONDITIONS FOR WARRANTS 2014/2017 IN NEXAM CHEMICAL HOLDING AB (PUBL)

### 1. Definitions

In these terms and conditions:

“banking day”	means a day that is not a Saturday, Sunday or another public holiday in Sweden, or which as regards the payment of promissory notes is not equated with a public holiday in Sweden.
“the Companies Act”	means the Swedish Companies Act ( <i>S.w.</i> aktiebolagslagen (2005:551)).
“the company”	means Nexam Chemical Holding AB (publ), reg. no. 556919-9432.
“market quotation”	means, in relation to any shares, securities or other rights, that the relevant shares, securities or rights are listed on a stock exchange, authorised market place, regulated market, other multi-lateral trading facility (MTF) or a similar market place.
“securities account”	means a securities account ( <i>S.w.</i> värdepapperskonto (‘avstämningsskonto’)) with Euroclear on which the respective warrant holders’ holdings of warrants are registered or, as the case may be, shares in the company issued pursuant to subscription are to be registered.
“subscription”	means subscription, upon exercise of warrants, for new shares in the company in exchange for cash payment in accordance with these terms and conditions.
“subscription period”	means the period during which subscription can be made according to these terms and conditions.
“subscription price”	means the price at which subscription can be effected according to these terms and conditions.
“Euroclear”	means the Swedish central securities depository Euro-clear Sweden AB.
“warrant”	means a right to subscribe for new shares in the

company in exchange for cash payment in accordance with these terms and conditions.

“warrant certificate” means a written certificate that the company has issued as bearer of the warrant.

“warrant holder” means the holder of a warrant certificate.

## 2. Number of warrants etc.

The number of warrants shall not exceed 1,083,849.

The warrants are represented by physical warrant certificates. The warrant certificates may be submitted to the company for exchange and change to warrant certificates in other denominations.

The company undertakes to effectuate subscriptions in accordance with these terms and conditions.

## 3. Right to subscribe for new shares

Each warrant entitles the warrant holder to subscribe for one new share in the company at a subscription price equal to a subscription price of 150 percent of the volume-weighted average of the prices paid for the company’s share each trading day during the period 1 September 2014 – 12 September 2014. The subscription price shall be rounded off to the nearest whole multiple of SEK 0.10 where any SEK 0.05 shall be rounded upwards.

The subscription price as well as the number of shares that each warrant confers right to subscribe for can be subject to adjustment in accordance with the provisions of Clause 8 below. If the application of these provisions should result in a subscription price lower than the quotient value at that time of the then outstanding shares, the subscription price shall instead equal the quotient value at that time of the then outstanding shares.

## 4. Subscription

Subscription may be made only during the period from 25 September 2017 up and until 9 October 2017.

The subscription period can be brought forward or postponed in accordance with the provisions of Clause 8 below.

Subscription may only be made for the whole number of shares that the total number of warrants, which are exercised by the same warrant holder at one and the same time, confer right to subscribe for.

Subscription is made by submitting an application form (subscription list) in the form stipulated and provided by the company, duly completed and signed, together

with warrant certificates representing the warrants that are used for subscription to the company at the address specified in the application form.

Should such application form (subscription list) not have been received by the company, together with above mentioned warrant certificates, within the subscription period, the warrants shall lapse.

Subscription is binding and may not be revoked.

## 5. Payment

Payment for the number of shares for which the subscription relates shall be made simultaneously with the subscription. The payment shall be made in cash to the bank account specified in the application form (subscription list).

## 6. Effectuation of subscription

Subscription is effected following subscription and payment made in accordance with Clauses 4 and 5 above. Any fractions of warrants that may not be exercised for subscription pursuant to the third paragraph of Clause 4 above will then be disregarded from. Such fractions shall lapse upon subscription.

Subscription is effected through a resolution of the board of directors of the company to allot the new shares to the warrant holder, whereafter the new shares are recorded in the company's share ledger (which is kept by Euroclear) and on the warrant holder's securities account as interim shares. Following completion of registration with the Swedish Companies Registration Office (*Sv. Bolagsverket*), the recordings of the new shares in the share ledger and on the securities account become final.

As stated in Clause 8 below, subscription may in certain cases be effected only after a certain date, and with the application of a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for.

## 7. Dividends on new shares

A share issued pursuant to subscription confers right to dividends from the first record date for dividends that occurs following effectuation of the subscription to such extent that the share has been recorded as interim share in the company's share ledger.

## 8. Recalculation of subscription price and number of shares, etc.

### 8.1 Bonus issue

If the company effects a bonus issue, then subscription made at such date that it cannot be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company's share ledger on the seventeenth cal-

endar day prior to the shareholders' meeting to consider the bonus issue at the latest shall be effected after the resolution on the issue of the shareholders' meeting.

Shares issued pursuant to subscription effected after the issue resolution do not confer right to participate in the bonus issue.

If the bonus issue is completed, a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for shall apply to subscription effected after the issue resolution. The recalculations shall be made by the company in accordance with the following formulas:

$$\text{(recalculated subscription price)} = \text{(previous subscription price)} \times \text{(the number of shares in the company prior to the bonus issue)} / \text{(the number of shares in the company after the bonus issue)}$$

$$\text{(recalculated number of shares that each warrant confers right to subscribe for)} = \text{(the previous number of shares that each warrant confers right to subscribe for)} \times \text{(the number of shares in the company after the bonus issue)} / \text{(the number of shares in the company prior to the bonus issue)}$$

When recalculation shall be made as above-mentioned, the recalculated subscription price and the recalculated number of shares that each warrant confers right to subscribe for shall be fixed by the company two banking days after the issue resolution at the latest, and final registration in the share ledger and on securities accounts of shares issued pursuant to subscription will be made after the record date of the bonus issue. Prior thereto, such shares are recorded only provisionally in the share ledger and on securities accounts and do not confer right to participate in the bonus issue.

## 8.2 Consolidation or split-up

If the company effects a consolidation or split-up of its shares, then subscription made at such date that it cannot be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company's share ledger on the seventeenth calendar day prior to the shareholders' meeting to consider the consolidation or split-up at the latest shall be effected after the resolution on the consolidation or split-up of the shareholders' meeting.

Shares issued pursuant to subscription effected after the consolidation or split-up resolution are not affected by the consolidation or split-up.

If the consolidation or split-up is completed, a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for shall apply to subscription effected after the consolidation or split-up resolution. The recalculations shall be made by the company in accordance with the following formulas:

$$\text{(recalculated subscription price)} = \text{(previous subscription price)} \times \text{(the number of shares in the company prior to the consolidation or split-up)} / \text{(the number of shares in the company after the consolidation or split-up)}$$

$$\text{(recalculated number of shares that each warrant confers right to subscribe for)} = \text{(the previous number of shares that each warrant confers right to subscribe for)} \times \text{(the number of shares in the company after the consolidation or split-up)} / \text{(the number of shares in the company prior to the consolidation or split-up)}$$

When recalculation shall be made as above-mentioned, the recalculated subscription price and the recalculated number of shares that each warrant confers right to subscribe for shall be fixed by the company two banking days after the consolidation or split-up resolution at the latest, and final registration in the share ledger and on securities accounts of shares issued pursuant to subscription will be made after the consolidation or split-up having been registered with Euroclear. Prior thereto, such shares are recorded only provisionally in the share ledger and on securities accounts and are not affected by the consolidation or split-up.

### 8.3 New issue of shares

If the company effects a new issue of shares with preferential rights for the shareholders to subscribe for the new shares against cash payment or payment by way of set-off, the following shall apply as regards effectuation of subscription and the right to participate in the issue conferred by shares issued pursuant to subscription:

- (a) If the issue is resolved by the board of directors subject to the approval of the shareholders' meeting or pursuant to prior authorisation by the shareholders' meeting, then the latest date on which subscription shall have been effected in order for a share issued pursuant to subscription to confer right to participate in the issue shall be stated in the issue resolution. Such date may not fall earlier than on the tenth calendar day after public disclosure of the board of directors' issue resolution or, if the resolution is not made public, after notice of the board's issue resolution to the option holders. Subscription made at such date that it cannot be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company's share ledger on the said date at the latest shall be effected after that date.

Shares issued pursuant to subscription effected after the above-mentioned date do not confer right to participate in the new issue.

- (b) If the issue is resolved by the shareholders' meeting, then subscription made at such date that it cannot be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company's share ledger on the seventeenth calendar day prior to the shareholders' meeting to consider the issue at the latest shall be effected after the resolution on the issue of the shareholders' meeting.

Shares issued pursuant to subscription effected after the issue resolution do not confer right to participate in the new issue.

If the new issue is completed, a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for shall apply to sub-

scription effected at such date, that shares issued pursuant to such subscription do not confer right to participate in the new issue. The recalculations shall be made by the company in accordance with the following formulas:

$$\text{(recalculated subscription price)} = \text{(previous subscription price)} \times \text{(the average market price of the share during the subscription period fixed pursuant to the issue resolution ("the average share price"))} / ((\text{the average share price}) + \text{(the theoretical value of the subscription right ("the value of the subscription right"))))$$

$$\text{(recalculated number of shares that each warrant confers right to subscribe for)} = \text{(the previous number of shares that each warrant confers right to subscribe for)} \times ((\text{the average price of the share}) + \text{(the value of the subscription right)}) / \text{(the average share price)}$$

The average share price shall be deemed to equal the average of the mean of the highest and lowest prices paid for the share each trading day during the subscription period fixed pursuant to the issue resolution according to the exchange list on which the share is primarily quoted. In the absence of quoted price paid, the quoted bid price shall be included in the calculation instead. If neither paid price nor bid price is quoted on a given day, that day shall be excluded from the calculation.

The value of the subscription right shall be calculated in accordance with the following formula, provided that the value of the subscription right shall be deemed to be zero if the resulting value is negative:

$$\text{(the value of the subscription right)} = \text{(the maximum number of new shares that can be issued according to the issue resolution)} \times ((\text{the average share price}) - \text{(the subscription price for each new share)}) / \text{(the number of shares in the company prior to the new issue)}$$

When recalculation shall be made as above-mentioned, the recalculated subscription price and the recalculated number of shares that each warrant confers right to subscribe for shall be fixed by the company two banking days after the expiry of the subscription period fixed pursuant to the issue resolution at the latest, and final registration in the share ledger and on securities accounts of shares issued pursuant to subscription will be made after the recalculations having been fixed. Prior thereto, subscription is effected only provisionally – with application of the subscription price and the number of shares that each warrant confers right to subscribe for applicable prior to the recalculations – and the shares are recorded only provisionally in the share ledger and on securities accounts, together with a note that the number of shares so provisionally registered may be increased upon final registration, and do not confer right to participate in the issue.

#### 8.4 Issue of warrants or convertibles

If the company effects an issue of warrants (share options) or convertibles with preferential rights for the shareholders to subscribe for such warrants or convertibles against cash payment or payment by way of set-off or, as regards warrants, without payment, the provisions of (a) and (b) of the first paragraph of Clause 8.3 shall apply

analogously as regards effectuation of subscription and the right to participate in the issue conferred by shares issued pursuant to subscription.

If the issue is completed, a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for shall apply to subscription effected at such date, that shares issued pursuant to such subscription do not confer right to participate in the issue. The recalculations shall be made by the company in accordance with the following formulas:

$$\text{(recalculated subscription price)} = \text{(previous subscription price)} \times \frac{\text{(the average market price of the share during the subscription period fixed pursuant to the issue resolution ("the average share price"))}{\text{(the average share price)} + \text{(the theoretical value of the subscription right ("the value of the subscription right"))}}$$

$$\text{(recalculated number of shares that each warrant confers right to subscribe for)} = \frac{\text{(the previous number of shares that each warrant confers right to subscribe for)} \times \text{(the average share price)} + \text{(the value of the subscription right)}}{\text{(the average share price)}}$$

The average share price shall be calculated with analogous application of the provisions of Clause 8.3 above.

The value of the subscription right shall be determined based upon the change in the market value of the company's shares which may be deemed to have occurred as a consequence of the issue.

When recalculation shall be made as above-mentioned, the recalculated subscription price and the recalculated number of shares that each warrant confers right to subscribe for shall be fixed by the company two banking days after the expiry of the subscription period fixed pursuant to the issue resolution at the latest, and final registration in the share ledger and on securities accounts of shares issued pursuant to subscription will be made after the recalculations having been fixed. Prior thereto, subscription is effected only provisionally – with application of the subscription price and the number of shares that each warrant confers right to subscribe for applicable prior to the recalculations – and the shares are recorded only provisionally in the share ledger and on securities accounts, together with a note that the number of shares so provisionally registered may be increased upon final registration, and do not confer right to participate in the issue.

## 8.5 Certain other offers to the shareholders

If the company in other cases than those contemplated by Clauses 8.1–8.4 above (i) effects an offer to the shareholders, with preferential rights for the shareholders according to the principles of Chap. 13 Sec. 1 paragraph 1 of the Companies Act, to purchase any securities or rights from the company, or (ii) distributes to the shareholders, pursuant to such preferential right, any such securities or rights with no consideration in return, (in both cases “the offer”), the provisions of (a) and (b) of the first paragraph of Clause 8.3 shall apply analogously as regards effectuation of sub-

scription and the right to participate in the offer conferred by shares issued pursuant to subscription.

If the offer is completed, a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for shall apply to subscription effected at such date, that shares issued pursuant to such subscription do not confer right to participate in the offer. The recalculations shall be made by the company in accordance with the following formulas:

$$\text{(recalculated subscription price)} = \text{(previous subscription price)} \times \text{(the average market price of the share during the acceptance period of the offer or, in case of distribution, during the period of 25 trading days starting on the day on which the share is quoted without right to any part of the distribution ("the average share price"))} / ((\text{the average share price}) + (\text{the theoretical value of the right to participate in the offer ("the value of the purchase right")))$$

$$\text{(recalculated number of shares that each warrant confers right to subscribe for)} = \text{(the previous number of shares that each warrant confers right to subscribe for)} \times ((\text{the average share price}) + (\text{the value of the purchase right})) / (\text{the average share price})$$

The average share price shall be calculated with analogous application of the provisions of Clause 8.3 above.

If the shareholders receive purchase rights and these are subject to market quotation, the value of the purchase right shall be deemed to equal the average of the mean of the highest and lowest prices paid for the purchase right each trading day during the acceptance period of the offer according to the exchange list on which the purchase right is primarily quoted. In the absence of quoted price paid, the quoted bid price shall be included in the calculation instead. If neither paid price nor bid price is quoted on a given day, that day shall be excluded from the calculation.

If the shareholders do not receive any purchase rights, or if the purchase rights are not subject to market quotation, but the securities or rights being the subject of the offer either are already subject to market quotation or become subject to market quotation in connection with the offer, the value of the purchase right shall be deemed to equal (i) if the securities or rights are already subject to market quotation, the average of the mean of the highest and lowest prices paid for such security or right each trading day during the acceptance period of the offer or, in case of distribution, during the period of 25 trading days starting on the day on which the share is quoted without right to any part of the distribution according to the exchange list on which the security or right is primarily quoted, less any consideration payable for them in connection with the offer, or (ii) if the securities or rights become subject to market quotation in connection with the offer, the average of the mean of the highest and lowest prices paid for such security or right each trading day during the period of 25 trading days starting on the first day of such market quotation according to the exchange list on which the security or right is primarily quoted. In the absence of quoted price paid, the quoted bid price shall be included in the calculation instead. If neither paid price nor bid price is quoted on a given day, that day shall be excluded from

the calculation. When the value of the purchase right shall be determined pursuant to (ii) of this paragraph, then in the recalculation of the subscription price and the number of shares that each warrant confers right to subscribe for in accordance with the above formulas the average share price shall relate to the 25-trading day period mentioned in (ii) of this paragraph instead of the period mentioned in the above formulas.

If the shareholders do not receive any purchase rights, or if the purchase rights are not subject to market quotation, and the securities or rights being the subject of the offer neither already are subject to market quotation nor become subject to market quotation in connection with the offer, the value of the purchase right shall to the extent possible be determined based upon the change in the market value of the company's shares which, according to an independent valuer retained by the company, may be deemed to have occurred as a consequence of the offer.

When recalculation shall be made as above-mentioned, the recalculated subscription price and the recalculated number of shares that each warrant confers right to subscribe for shall be fixed by the company two banking days after the expiry of the period during which the average share price shall be calculated for the above recalculations at the latest, and final registration in the share ledger and on securities accounts of shares issued pursuant to subscription will be made after the recalculations having been fixed. Prior thereto, subscription is effected only provisionally – with application of the subscription price and the number of shares that each warrant confers right to subscribe for applicable prior to the recalculations – and the shares are recorded only provisionally in the share ledger and on securities accounts, together with a note that the number of shares so provisionally registered may be increased upon final registration, and do not confer right to participate in the offer.

## 8.6 Dividend

If the company pays cash dividends to the shareholders, subscription made at such date that it cannot be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company's share ledger on the seventeenth calendar day prior to the shareholders' meeting to consider the dividends at the latest shall be effected after the resolution on the dividends of the shareholders' meeting.

Shares issued pursuant to subscription effected after the dividend resolution do not confer right to receive any part of the dividend.

If the payment of the dividends is completed, a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for shall apply to subscription effected at such date, that shares issued pursuant to such subscription do not confer right to receive any part of the dividends. The recalculations shall be made by the company in accordance with the following formulas:

$$\text{(recalculated subscription price)} = \text{(previous subscription price)} \times \text{(the average market price of the share during the period of 25 trading days starting on the day on which the share is quoted without dividend ("the average share price"))} / ((\text{the average share price}) + (\text{the dividend paid per share}))$$

$$\text{(recalculated number of shares that each warrant confers right to subscribe for)} = \text{(the previous number of shares that each warrant confers right to subscribe for)} \times ((\text{the average share price}) + (\text{the dividend paid per share})) / (\text{the average share price})$$

The average share price shall be calculated with analogous application of the provisions of Clause 8.3 above.

When recalculation shall be made as above-mentioned, the recalculated subscription price and the recalculated number of shares that each warrant confers right to subscribe for shall be fixed by the company two banking days after the expiry of the above-mentioned 25-trading day period at the latest, and final registration in the share ledger and on securities accounts of shares issued pursuant to subscription will be made after the recalculations having been fixed. Prior thereto, subscription is effected only provisionally – with application of the subscription price and the number of shares that each warrant confers right to subscribe for applicable prior to the recalculations – and the shares are recorded only provisionally in the share ledger and on securities accounts, together with a note that the number of shares so provisionally registered may be increased upon final registration, and do not confer right to participate in the offer.

## 8.7 Reduction of the share capital

If the company effects a reduction of its share capital with repayment to the shareholders (with or without redemption of shares), and such reduction is compulsory, then subscription made at such date that it cannot be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company's share ledger on the seventeenth calendar day prior to the shareholders' meeting to consider the reduction at the latest shall be effected only after the resolution on the reduction of the shareholders' meeting.

Shares issued pursuant to subscription effected after the reduction resolution do not confer right to receive any part of the repayment and are not affected by the redemption (if any).

If the reduction is completed, a recalculated subscription price and a recalculated number of shares that each warrant confers right to subscribe for shall apply to subscription effected after the reduction resolution. The recalculations shall be made by the company in accordance with the following formulas:

$$\text{(recalculated subscription price)} = \text{(previous subscription price)} \times \text{(the average market price of the share during the period of 25 trading days starting on the day on which the share is quoted without right to repayment ("the average share price"))} / ((\text{the average share price}) + (\text{the actual amount repaid per share}))$$

*(recalculated number of shares that each warrant confers right to subscribe for) = (the previous number of shares that each warrant confers right to subscribe for) × ((the average share price) + (the actual amount repaid per share)) / (the average share price)*

If the reduction is carried out through redemption of shares, then instead of using the actual amount repaid per share in the above-mentioned recalculation of the subscription price and the number of shares each warrant confers right to subscribe for, a calculated amount repaid per share determined as follows shall be applied:

*(calculated amount repaid per share) = ((the actual amount repaid per share) – (the average market price of the share during the period of 25 trading days immediately preceding the day on which the share is quoted without right to participate in the reduction (“the average share price”))) / ((the number of shares in the company which entitle to the reduction of one share) – 1)*

The average share price shall be calculated with analogous application of the provisions of Clause 8.3 above.

When recalculation shall be made as above-mentioned, the recalculated subscription price and the recalculated number of shares that each warrant confers right to subscribe for shall be fixed by the company two banking days after the expiry of the latest 25-trading days period applicable for the above recalculations to occur at the latest, and final registration in the share ledger and on securities accounts of shares issued pursuant to subscription will be made after the recalculations having been fixed. Prior thereto, subscription is effected only provisionally – with application of the subscription price and the number of shares that each warrant confers right to subscribe for applicable prior to the recalculations – and the shares are recorded only provisionally in the share ledger and on securities accounts, together with a note that the number of shares so provisionally registered may be increased upon final registration, and do not confer right to receive any amount of the repayment nor affected by the redemption (if any).

If the company effects a reduction of its share capital with repayment to the shareholders through redemption of shares, and such reduction is not compulsory and where, in the opinion of the company, such reduction due to its technical structure and financial effects is equivalent to a compulsory reduction, the above provisions in this Clause 8.7 shall apply and a recalculation of the subscription price and the number of shares to which each warrant confers right to subscribe for shall be made, to the extent possible, in accordance with the principles set forth in this Clause 8.7.

#### 8.8 Recalculations if the company's shares are not subject to market quotation

If the company effects a measure contemplated by Clauses 8.3–8.7 above and none of the company's shares are subject to market quotation at the time of such measure, the said provisions shall apply, provided that the recalculation of the subscription price and number of shares that each warrant confers right to subscribe for shall be made at the company's sole discretion (i) either in accordance with an agreement made between the company and the warrant holders or (ii) by the company, to the

extent possible, in accordance with the principles set forth in such Clause 8.3–8.7 above as is applicable and based on the assumption that the value of the warrants shall be left unchanged.

#### 8.9 Alternative recalculation method

If the company effects any measure contemplated by Clauses 8.1– 8.7 above and if, in the company’s opinion, application of the recalculation formulas established for such measure, taking into account the technical framework of such measure or other reasons, could not be made or would result in the warrant holders receiving, in relation to the shareholders, economic compensation that is not reasonable, the company shall make the recalculation of the subscription price and the number of shares to which each warrant confers right to subscribe for in such a manner as the company determines is appropriate to ensure that the recalculation gives a reasonable result.

#### 8.10 Rounding off

In the recalculation of the subscription price and the number of shares that each warrant confers right to subscribe for in accordance with this Clause 8, the subscription price shall be rounded off to the nearest whole one-hundred of a Swedish krona (SEK 0.01) where any SEK 0.5 shall be rounded upwards, and the number of shares shall be rounded off upwards to two decimals.

#### 8.11 Compulsory acquisition

If shares in the company become subject to compulsory acquisition proceedings, the right to subscribe and to have subscription effected is regulated by the provisions of Chap. 22 of the Companies Act.

#### 8.12 Merger

If (i) the shareholders’ meeting resolves to approve a merger plan pursuant to which the company shall dissolve into another company or (ii) the board of directors of the company resolves that the company shall dissolve into its parent company, the warrant holders shall receive at least equivalent rights in the absorbing company as in the company (the absorbed company), provided the warrant holders are not entitled to have their warrants redeemed pursuant to the merger plan.

#### 8.13 De-merger

If the shareholders’ meeting resolves to approve a de-merger plan pursuant to which the company shall be divided through transfer of certain or all of the company’s assets and liabilities to one or several other companies, the warrant holders shall receive at least equivalent rights in the transferee company or companies, as the case may be, as in the company (the transferor company), provided the warrant holders are not entitled to have their warrants redeemed pursuant to the de-merger plan.

#### 8.14 Winding-up

If it is resolved that the company shall be wound-up, no subscription may thereafter be made or effected. The right to subscribe and the obligation to effect subscription ceases with the winding-up resolution, regardless of the grounds for the resolution and whether the same shall have gained legal force.

If the winding-up is not carried through, subscription may again be made and effected in accordance with these terms and conditions.

No later than 60 calendar days prior to the shareholders' meeting to consider a voluntary winding-up pursuant to Chap. 25 Sec. 1 of the Companies Act, the warrant holders shall be notified of the contemplated winding-up. The notice shall contain a reminder of that no subscription may be made or effected after that the shareholders' meeting having resolved that the company shall be wound-up and also a re-reminder of that the subscription period is brought forward in accordance with the first paragraph below.

Notwithstanding the provisions in Clause 4 above concerning subscription period, the warrant holders have the right to subscribe and to have subscriptions effected from the date of the above-mentioned notice, provided that such subscription can be effected to such extent that shares issued pursuant to the subscription can be recorded as interim shares in the company's share ledger no later than the day before the shareholders' meeting to consider the winding-up.

#### 8.15 Bankruptcy

If a court of law declares the company bankrupt, no subscription may thereafter be made or effected. The right to subscribe and the obligation to effect subscription ceases with the bankruptcy order, regardless of the grounds for the order and whether the same shall have gained legal force.

If the bankruptcy order is revoked, subscription may again be made and effected in accordance with these terms and conditions.

#### 9. Special covenant of the company

The company undertakes not to take any measure contemplated by Clause 8 above that would result in a recalculated subscription price lower than the quotient value at that time of the then outstanding shares.

#### 10. Notices

Notices concerning the warrants shall be sent by e-mail or regular mail to each warrant holder and any other rights holder registered under it's for the company's last known e-mail address and mailing address.

Warrant holders are required to register their name and valid e-mail address and mailing address to the company.

11. Variation

The company shall be entitled to vary these terms and conditions to the extent required by legislation, decisions of courts of law or authorities, or if it otherwise, in the opinion of the company, is deemed necessary or expedient for practical reasons and provided that the rights of the warrant holders are in no way prejudiced.

12. Confidentiality

The company may not without necessary authorisation disclose information regarding the warrant holders to any third party.

13. Limitation of liability

With respect to the actions incumbent on the company, the company shall be not held liable for damage arising as a result of Swedish or foreign legislation, any action of a Swedish or foreign authority, acts of war, strikes, blockades, boycotts, lockouts, or similar circumstances. The exemption in respect of strikes, blockades, boycotts and lockouts applies also in cases where the company, itself takes or is the subject of such measure or conflict.

Nor shall the company be liable for damage arising in other cases if the company, as appropriate, has exercised normal caution. In addition, under no circumstances shall the company or the bank be held liable for any indirect damage.

If the company is hindered from taking any measure due to a circumstance referred to in the first paragraph, the taking of such measure may be postponed until such hinder no longer exists.

14. Dispute resolution and applicable law

Any dispute, controversy or claim arising out of or in connection with these terms and conditions, or any legal issues relating thereto, shall be settled by the ordinary courts of Sweden with the District Court of Lund (*S.m.* Lunds tingsrätt) as the court of first instance.

These terms and conditions and thereto related legal issues shall be governed by and construed in accordance with Swedish law.

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