

Minutes recorded at the Annual  
General Meeting of AB  
Industrivärden (publ) on 15 April  
2008 in Stockholm

### **1. Opening of the meeting**

The meeting was opened by the chairman of the board of directors, Tom Hedelius. Attorney Urban Båvestam was appointed to record the minutes of the meeting.

### **2. Election of a chairman for the meeting**

It was resolved to appoint attorney Sven Unger chairman to preside over the meeting. It was resolved to approve the presence of media representatives in the audience.

### **3. Preparation and approval of the voting register**

It was resolved to approve the list in Appendix item 3 to serve as voting register at the meeting.

It was noted that the number of shares represented at the meeting was 249,072,667, that the number of votes represented at the meeting was 210,714,017.20, and that 276 shareholders were represented at the meeting.

Further, it was noted that in addition to the chairman of the board of directors, Tom Hedelius, and Anders Nyrén, board members Boel Flodgren, Finn Johnsson, Fredrik Lundberg, Sverker Martin-Löf and Lennart Nilsson were also present and that the auditor, Öhrlings PricewaterhouseCoopers AB, was present through chief auditor Anders Lundin and Magnus Svensson Henryson.

#### **4. Approval of the agenda**

It was resolved to approve the proposed agenda included in the notice.

#### **5. Election of persons to check the minutes**

It was resolved to appoint Lars-Åke Bokenberger and Michael Grundberg to check the minutes together with the chairman.

#### **6. Determination of whether the meeting was duly convened**

The chairman informed the meeting that the notice of the annual general meeting had been published in the *Official Swedish Gazette*, *Svenska Dagbladet* and *Dagens Nyheter* on 14 March 2008 and also on the company's website on the same day.

The meeting was declared duly convened.

#### **7. Presentation of:**

**a. the annual report and the audit report, and of the consolidated accounts and audit report for the group;**

**b. the auditor's statement on whether the guidelines for compensation to senior executives, which have applied since the previous annual general meeting, have been observed, and**

**c. the board of directors' proposed distribution of profits and statement in support of such proposal**

The board of directors' and the CEO's annual report and consolidated accounts for the fiscal year 1 January – 31 December 2007 was presented, including the board of directors' report, income statements and balance sheets for the parent company and the group (Appendix item 7).

In addition, the audit report for the parent company and the group for the same period was presented (Appendix item. 7, page 76) and the auditor's statement on whether the guidelines for compensation to senior executives, which have applied since the previous annual general meeting, have been observed.

In addition, the board of directors' proposal for a distribution of profits and a statement in support of such proposal were presented (Appendix p. item 7, pages 51 and 52).

In connection herewith, the chairman of the board of directors, Tom Hedelius, presented the work of the board of directors. Further, the company's CEO, Anders Nyrén, addressed the meeting. Thereafter, Anders Lundin, chief auditor, informed the meeting about the audit.

The shareholders were then given the opportunity to ask questions. The questions posed were answered by the chairman of the board of directors Tom Hedelius, and the CEO, Anders Nyrén.

## **8. Resolutions concerning**

### **a. adoption of the income statement and the balance sheet, and the consolidated income statement and the consolidated balance sheet**

It was resolved to adopt the income statement and the balance sheet and the consolidated income statement and the consolidated balance sheet according to the annual report and the consolidated financial statement.

### **b. distribution of the company's profits according to the adopted balance sheet**

It was resolved in accordance with the board of directors' and the CEO's proposal that the profits at the disposal of the meeting, totalling SEK 38,047 million, would be distributed as a dividend to the shareholders of SEK 5.00 per share or in total SEK 1,931 million and that SEK 36,116 million would be carried forward.

### **c. record date**

It was resolved to set 18 April 2008 as the record date for payment of dividends.

### **d. discharge from liability for the board of directors and the CEO**

It was resolved to grant discharge from liability to the board of directors and the CEO for the period covered by the annual report. Neither the members of the board of directors nor the CEO participated in this decision.

## **9. Resolution concerning the number of directors**

It was resolved that the board of directors shall consist of seven members without deputies.

## **10. Resolution regarding directors' fees**

It was resolved that fees shall be paid to directors elected by the meeting in the amount of SEK 1,200,000 million to the chairman of the board of directors, SEK 800,000 to the vice chairman, and SEK 400,000 to the other directors not employed by the company, and that no fees shall be paid for committee work.

## **11. Election of board of directors and chairman of the board of directors**

It was resolved to elect the following directors as members of the board of directors for the period extending through the next annual general meeting;

Boel Flodgren  
Tom Hedelius  
Finn Johnsson  
Fredrik Lundberg  
Sverker Martin-Löf

Lennart Nilsson and  
Anders Nyrén.

It was resolved to appoint Tom Hedelius as the chairman of the board of directors.

## **12. Resolution concerning auditors' fees**

It was resolved that the auditors' fee shall be paid on account.

## **13. Resolution concerning a nominating committee**

It was resolved to charge the chairman of the board of directors with the task of contacting four shareholders from among the largest registered shareholders in terms of votes in VPC's printout of the shareholder register on 29 August 2008, who each appoints one representative who is not a director on the company's board of directors, to form together with the chairman of the board of directors a nominating committee for the time until a new nominating committee has been appointed based on the mandate from the next year's annual general meeting, and that the following shall apply to the nominating committee. The nominating committee appoints a committee chair from among its members. The composition of the nominating committee shall be made public not later than six months before the 2009 annual general meeting. No fee shall be paid. If a member leaves the nominating committee before its work has been completed, and if the nominating committee is of the opinion that there is a need to replace said member, the nominating committee shall appoint a new member. Any change of the composition of the nominating committee shall be announced immediately.

## **14. Resolution concerning the board of directors' proposal for a share-related incentive programme**

It was resolved to adopt a share-related incentive programme in accordance with the board of directors' proposal, Appendix item 14.

The Swedish Shareholders' Association made a reservation to this proposal.

## **15. Resolution concerning the board of directors' proposed guidelines for compensation to senior executives**

It was resolved as follows in accordance with the board of directors' proposal. Compensation paid to the CEO and other members of the executive management shall consist of a base salary, a variable salary component, other benefits and pension. The total compensation should be in line with the going rate in the market and competitive, and should be commensurate with the executive's responsibilities and authority. The variable component consists of a short-term variable salary component (yearly) and a long-term variable salary component. The variable salary component shall be maximised and never exceed the base salary. The short-term variable salary component is based on outcome in relation to set targets and by individual performance. The long-term variable salary component is based on an incentive programme coupled to the company's long-term share price development. None of the variable components are

pensionable. Upon termination of an executive's employment contract by the company, a two-year period of notice applies. There should not be any severance pay. Pension benefits shall be either defined-benefit or defined-contribution or a combination of both and give the members of the executive management the right to retire from 60 years of age, depending upon their position. The board of directors may depart from these guidelines if there are special reasons for doing so in individual cases.

The chairman thereafter declared the annual general meeting concluded.

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Minutes checked by:

Minutes recorded by:

Sven Unger

Urban Båvestam

Lars-Åke Bokenberger

Michael Grundberg

## **The Board's proposal for a share-related incentive program**

### Background and motives

Industrivärden currently lacks a long-term variable compensation program for its employees. Industrivärden has no share-related incentive programs. The Board is of the opinion that such a program should be introduced. A share-related incentive program would enable the employees' compensation to be linked to the Company's future net asset value development. A premium would thereby be attached to long-term growth in the value of Industrivärden's stock. It is believed that an incentive program would help the Company recruit and retain key employees.

After comparing with several other programs, the Board has found that the most suitable program for Industrivärden is an offer to acquire stock options.

### Proposal in brief

Industrivärden shall make an offer to all employees to buy stock options. Each option will entitle its holder to buy one share of Industrivärden Class C stock. The program covers a maximum of one million options. The employees will pay a market price for the options. Under the condition that the employee continues to work for Industrivärden three years after buying the options, the Company will provide a subsidy for the option purchase. Most of the Company's costs for the subsidy will be paid for by revenue earned from the sale of the options, i.e., net there will be no cost for the Company in this respect. It shall be possible to use the options to buy shares during the period July 1, 2008 – May 31, 2013. Upon exercise of the options, shares will be purchased from a financial institution that Industrivärden has an agreement with for this purpose. The program therefore does not entail any new issue of shares. There will thus be no dilution. As a result of the agreement with the institution, Industrivärden will receive revenue if the share price rises and incur an expense if the share price falls.

### Terms of the option program

1. Each option entitles its holder to buy one share of Class C stock in Industrivärden.

2. The CEO (category 1) shall be able to buy a maximum of 125,000 options. Executive Vice Presidents and the President of Nordinvest (category 2) shall be able to buy a maximum of 85,000 options each. Other executives in leadership positions and key persons in the investment operation, totaling eight persons (category 3), shall be able to buy a maximum of 65,000 options each. Other employees (category 4) shall be able to buy a maximum of 25,000 options each. In the event of oversubscription, the options shall be allocated proportionally in relation to the number subscribed by employees in categories 3 and 4, and in other respects according to the number subscribed; however, no one shall be granted more options than the maximum number specified for each respective category. In the event of undersubscription, no additional grants shall be made.

3. A market price shall be set for the options (a premium), which shall be based on the volume-weighted average of the quoted price paid for Industrivärden Class C shares listed on the OMX Nordic Exchange Stockholm according to its official price list during the period May 7-14, 2008. Calculation of the premium shall be conducted by Svenska Handelsbanken using a generally accepted valuation model (Black & Scholes). The amount calculated in this manner, rounded off to the nearest full ten öre (SEK 0.10), shall be considered to constitute a going rate premium.

4. The Company shall pay cash compensation to the option buyers corresponding to 75% of the option premium paid (gross before tax). Such compensation will be paid after three years from the time the options were purchased, provided that the employee concerned is still employed within the Industrivärden Group and still holds all options acquired from Industrivärden or shares acquired through the exercise of such options.

5. Application to purchase options shall be made during the period May 7–15, 2008.

6. It shall be possible to exercise the options to buy Class C shares of Industrivärden stock during the period July 1, 2008 – May 31, 2013.

7. The price per share (the exercise price) shall correspond to 110% of the volume-weighted average of the quoted price paid for Industrivärden Class C shares listed on the OMX Nordic Exchange Stockholm according to its official price list during the period May 7-14, 2008, rounded off to the nearest full krona, whereby fifty öre (SEK 0.50) shall be rounded downwards.

8. The number of shares that the options carry entitlement to purchase, and the exercise price, may be recalculated due to, among other things, bonus issues, stock splits or reverse splits, new issues or reductions in the share capital or similar measures. The date for transfer of the shares may be set at an earlier date as a result of a merger or similar measure.

Complete terms and conditions for the options can be found in appendix 1.

### Option value

Svenska Handelsbanken has calculated the value per option to SEK 10.90 based on a share price of SEK 97 per Industrivärden Class C share, and other market conditions prevailing as at March 31, 2008. The calculated value for all options hence amounts to SEK 10.9 million.

### The program's financial structure; Hedging measures

1. The calculations in this paragraph are based on the above mentioned estimated value per option. Provided all options in the program are purchased, the company's income can be calculated to be SEK 10.9 million. If the offered subsidy is fully utilized, the company's costs can be calculated to be SEK 10.8 million of which SEK 2.6 million represents social security charges.

2. The Board intends to hedge the Company's undertaking with respect to the stock options by entering into a swap agreement with a financial institution. The institution will sell shares to the employees who want to exercise their options.

3. The Company will pay compensation interest to the institution. The Company will receive from the institution an amount corresponding to the dividend from the shares covered by the swap agreement.

*Example:* Upon entering the swap agreement, the institution will buy one million shares at SEK 100 per share, i.e., an expense of SEK 100 million. The annual interest under the swap agreement is 5%. After five years, all options are exercised and the swap agreement is closed, i.e., it ends. The Company will then have paid SEK 25 million in compensation interest to the institution. With the current dividend level of SEK 5 per share, the institution would then have paid SEK 25 million to the Company.

4. In the event of a rising share price, the Company will earn net revenue. It can amount at most to the difference between the share price upon conception of the swap agreement and the exercise price, multiplied by the number of shares covered by the share swap. In the event of a falling share price, an expense will be incurred by the Company. This can amount at most to the difference between the share price upon conception of the share swap and the share price at the close of the share swap, multiplied by the number of shares covered by the share swap.

### No dilution

When the options are exercised, this will be done through the purchase of previously issued shares. The program does not entail any new share issue. There is thus no dilution. The option program entails the right to purchase a combined total of one million Class C shares, corresponding to approximately 0.3% of the total number of shares in the Company and approximately 0.04% of the total number of votes.

### Drafting of the proposal

The proposal was drafted by the Board's compensation committee.

### Authorization

The Board proposes that the Annual General Meeting authorize the Board to decide on the minor changes in the terms for the options that may be necessary for registration of the options on the register with VPC AB.

### Majority requirement

The Annual General Meeting's decision in favor of the Board's proposal is valid if it has the support of shareholders representing more than half of the represented votes.

This is an unauthorized translation of the Swedish original. In case of any discrepancies between this translation and the Swedish original the latter shall prevail.

**TERMS AND CONDITIONS FOR CALL OPTIONS 2008/2013**  
**PERTAINING TO PURCHASE OF SHARES**  
**IN AKTIEBOLAGET INDUSTRIVÄRDEN (PUBL)**

§1

DEFINITIONS

All references to the following designations in these terms and conditions shall have the meaning presented below:

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"Banking day"	a day that is not a Sunday or other public holiday, or which, with respect to payment of debt instruments, is not the equivalent of a public holiday;
"Bank"	Svenska Handelsbanken AB (publ);
"Company"	Aktiebolaget Industrivärden AB (publ), org. no. 556043- 4200;
"Holder"	Holder of the Call options;

"Call option" Right to purchase one share of the Company upon payment in cash in accordance with these terms and conditions;

"VPC" Swedish Central Securities Depository (VPC AB).

## § 2

### ACCOUNT-OPERATING INSTITUTE AND REGISTRATION

The maximum number of Call options is 1.000.000.

The Call options shall be registered by VPC as prescribed in the Share Accounts Act governing financial instruments, in consequence whereof no securities certificates will be issued.

The Call options are registered for the account of the Holder in a VP-account.

Registration of Call options, resulting from measures pursuant to § 4, § 5, § 6 and § 7 below, shall be undertaken by the Bank. Other registration measures concerning VP-accounts may be taken by the Bank or other account-operating institute.

## § 3

### RIGHT TO PURCHASE SHARES

The Holder shall have the right, but not the obligation, to purchase one share of series C of the Company for each Call option at an exercise price corresponding to 110 per cent of the volume-weighted average of quoted paid prices for shares of series C at OMX Nordic Exchange Stockholm according to its official price list during the period May 7 – May 14, 2008, rounded off to the nearest whole SEK whereby 50 öre shall be rounded downward. The exercise price and the number of shares that may be purchased with

each Call option may be adjusted in the cases described in § 7 below. Only the full number of shares to which the full number of Call options, which one and the same Holder wishes to exercise at the same time, carry rights, may be purchased. Such purchase shall exclude the excess portion of a Call option that cannot be exercised.

The Company shall be obligated, if the Holder so demands within the time period specified in § 4 below, to designate a third party to sell to the Holder the number of shares designated in the application to purchase at the exercise price and otherwise on the terms and conditions which appear below.

#### § 4

### PURCHASE OF SHARES

1.1 If the Holder wishes to exercise the Call option, the application to purchase shares must be made during the period from July 1, 2008 through May 31, 2013, or at a later final date or prior to an earlier final date for application to purchase that may be established in the cases described in § 7, Subsections C, D, E, L and M below. When such application is made, an application form duly filled out as prescribed shall, for purposes of registrations, be presented to the Bank. The Company shall immediately on the Bank's request submit information of such third party ("Seller") which the Company designates to sell the shares stated in the application to purchase. As soon as possible following receipt, the Bank will prepare a settlement note between the Seller and the Holder pertaining to the purchase of the shares specified in the application. An application to purchase is not possible to make and the Company is not obliged to designate a Seller of shares during such period when trading with shares in the Company is prohibited according to § 15 of the Act concerning Reporting Obligations for certain Holdings of Financial Instruments (2000:1087) (or other at each time prevailing legislation).

1.1.1 -

The application to purchase is binding and may not be withdrawn.

If the application to purchase is not made within the time period stated in the first paragraph above, all rights accruing to the Call options shall cease to be valid.

## § 5

### PAYMENT FOR SHARES

Payment for shares that are purchased shall be made not later than the payment date set forth in the settlement note, but not later than ten (10) Banking days after filing of application to purchase shares. The payment shall be remitted in cash to an account designated by the Bank. After full payment has been made and the Bank is in receipt of shares from the Seller, the Bank shall ensure that the Holder is duly registered in the specified VP-account as the owner of the shares acquired through exercise of the Call options. The Holder shall pay any tax or fee that may be due in accordance with Swedish or foreign legislation, or the decisions of Swedish or foreign authorities as a consequence of the sale, holding or exercise of Call options.

## § 6

### POSITION OF CALL OPTION HOLDERS

These terms and conditions do not give the Holders any rights that accrue to shareholders of the Company, such as voting rights or rights to dividends.

Holders are entitled to receive dividends on the shares they acquire in accordance with these terms and conditions, if the record date for payment of a dividend occurs not earlier than 5 Banking days after payment for the shares has been made.

§ 7

ADJUSTMENTS, ETC.

The following shall apply with respect to the rights that shall accrue to Holders in the situations described in this paragraph.

- A. If the Company effects a bonus issue, effective on the date when the Company's shares are quoted without rights of participation in the bonus issue, an adjusted number of shares that may be purchased with a Call option and an adjusted exercise price shall be applied.

The adjustments will be made by the Bank in accordance with the following formulas:

$$\begin{array}{l} \text{adjusted number of} \\ \text{shares that each} \\ \text{Call option carries} \\ \text{entitle to purchase} \end{array} = \frac{\begin{array}{l} \text{preceding number of shares that} \\ \text{each} \\ \text{Call option carries entitlement} \\ \text{to x number of shares} \\ \text{after bonus issue} \end{array}}{\begin{array}{l} \text{number of shares before bonus} \\ \text{issue} \end{array}}$$
$$\begin{array}{l} \text{adjusted exercise price} \end{array} = \frac{\begin{array}{l} \text{preceding exercise price x} \\ \text{number of} \\ \text{shares prior to the bonus issue} \end{array}}{\begin{array}{l} \text{number of shares following the} \\ \text{bonus issue} \end{array}}$$

If the bonus issue consists of shares of a class other than the class to which the Call options applied when issued, the new shares and the original class of shares shall constitute valid and indivisible delivery in connection with exercise of the Call option.

- B. If the Company effects a share split or a reverse split, a corresponding adjustment of the number of shares covered by the Call options, and of the exercise price, shall be made by the Bank in accordance with the same principles applied in adjustments for a bonus issue, as described in Subsection A.
- C. If the Company issues new shares, with the shareholders having preferential rights to subscribe for the new shares to be paid for in cash, an adjusted number of shares that may be purchased with a Call option and an adjusted exercise price shall be applied.

The adjustment will be made by the Bank in accordance with the following formula:

$$\begin{array}{l}
 \text{Adjusted number of shares} \\
 \text{that each Call option carries} \\
 \text{entitlement to purchase} \quad = \quad
 \end{array}
 \frac{
 \begin{array}{l}
 \text{Preceding number of shares that each Call} \\
 \text{option carries entitlement to purchase x} \\
 \text{(average price of the share increased by} \\
 \text{the theoretical value of the subscription} \\
 \text{right calculated on the basis of this)} \\
 \hline
 \text{Average price of the share}
 \end{array}
 }{
 \begin{array}{l}
 \text{Preceding exercise price x average}
 \end{array}
 }$$

Adjusted exercise price = 
$$\frac{\text{market price of the share during the subscription period specified in the resolution authorizing the issue (average share price)}}{\text{Average share price increased by the calculated theoretical value of the subscription right}}$$

The average price shall be the average of the highest and lowest paid prices according to the official list of the OMX Nordic Exchange Stockholm (“Stockholm Exchange”) each trading day during the subscription period. In the absence of a quoted paid price, the final bid price shall be included in the calculation. Days during which neither paid prices nor bid prices are quoted shall not be included in the calculation.

The theoretical value of the subscription rights shall be calculated as follows:

value of subscription right = 
$$\frac{\text{Maximum number of new shares that may be issued as specified in the resolution authorizing the issue x the (average price of the share - the issue price of the new shares)}}{\text{Number of shares prior to the resolution authorizing new shares}}$$

When calculating, using the formula above, shares held by the Company shall be disregarded. If the formula above results in a negative value, the calculated value of subscription rights shall be fixed at zero (0).

The adjusted number of shares and exercise price as calculated above is determined by the Bank two Banking days after expiration of the subscription period and shall be applied in purchases effected after such determination is made.

During the period from and including the day the shares are quoted ex-rights to participate in the new issue to and including the day the adjustment is determined, shares may not be purchased. If the final day for application to purchase falls during the subscription period, the final day is extended to the second trading day after expiration of the subscription period.

- D. If the Company effects an issue in accordance with Chapter 14 or 15 of the Swedish Companies Act, with the shareholders having preferential rights to subscribe for in cash, an adjusted number of shares that may be purchased with a Call option and an adjusted exercise price shall be applied.

The adjustment will be made by the Bank in accordance with the following formula:

$$\frac{\text{Adjusted number of shares that each Call option carries entitlement to purchase}}{\text{Preceding number of shares that each Call option carries entitlement to purchase} \times \left( \frac{\text{the average price of the share increased by the theoretical value of the subscription right}}{\text{average price of the share}} \right)} = \frac{\text{Preceding exercise price} \times \text{average market price of the share during the subscription period specified in the resolution authorizing the issue}}{\text{average}}$$

Adjusted exercise price =  $\frac{\text{share price)}}{\text{Average share price increased by the calculated theoretical value of the subscription right}}$

The average price is calculated in accordance with that stated in Subsection C.

The value of the subscription right shall be the average of the highest and lowest paid prices according to the official list of the Stockholm Exchange each trading day during the subscription period. In the absence of a quoted paid price, the final bid price shall be included in the calculation. Days during which neither paid prices nor bid prices are quoted shall not be included in the calculation.

The adjusted number of shares and exercise price as calculated above is determined by the Bank two Banking days after the expiration of the subscription period and shall be applied in purchases effected after such determination is made.

If application of purchase is made until the adjustment is made the last paragraph of Subsection C shall apply.

- E. Should the Company, in cases other than those specified in Subsections A-C, make an offering to the shareholders giving the shareholders preferential rights, in accordance with Chapter 13, § 1 of the Swedish Companies Act, to acquire securities or rights of another type from the Company, or should the Company decide, in accordance with the above principles, to distribute such securities or rights without charge, an adjusted number of shares that may be purchased with a Call option and an adjusted exercise price shall be applied.

The adjustment will be made by the Bank in accordance with the following formula:

$$\text{Adjusted exercise price} = \frac{\text{Preceding exercise price} \times \text{average market price of the share during the subscription period specified in the resolution authorizing the issue (average share price)}}{\text{Average share price increased by the calculated theoretical value of the subscription right}}$$

$$\text{Adjusted number of shares that each Call option carries entitlement to purchase} = \frac{\text{Preceding number of shares that each Call option carries entitlement to purchase} \times (\text{the average price of the share increased by the theoretical value of the subscription right})}{\text{average price of the share}}$$

The average price of the share is calculated in accordance with that stated in Subsection C.

In the event that shareholders received purchase rights and trading with these has occurred, the value of the right to participate in the offering shall be considered to correspond to the value of the purchase right. In this respect, the value of the purchase right shall be the average of the highest and lowest paid prices according to the official list of the Stockholm Exchange each trading day during the application period. In the absence of a quoted paid price, the final bid price shall be included in the calculation. Days during which neither paid prices nor bid prices are quoted shall not be included in the calculation.

In the case that shareholders have not received purchase rights and/or such trading in purchase rights as referred to in the preceding paragraph has not occurred, adjustment of the exercise price shall be made by applying to the extent possible the principles stated above in Subsection E, whereby the following shall apply. If there is a listing of the securities or rights offered to shareholders, the value of the right to participate in the offering shall be considered to correspond to the average of the highest and lowest paid prices in transactions involving these securities or rights according to the official list of the Stockholm Exchange each trading day during 25 days from and including the first day of the listing, in appropriate cases reduced by the consideration paid for these in conjunction with the offering. In the absence of a quoted paid price, the final bid price shall be included in the calculation. Days during which neither paid prices nor bid prices are quoted shall not be included in the calculation. In adjustment of the exercise price in accordance with this paragraph, the application period specified in the offering shall be considered to correspond to the 25 trading days stated in this paragraph. If such a listing does not occur, the value of rights to participate in the offering to the greatest extent possible shall be determined based on the change in market value regarding the Company's share which can be assessed to have arisen as a result of the offering.

The adjusted number of shares and exercise price calculated in accordance with the above by the Bank shall be determined as soon as possible after expiration of the offering and applied in all purchases effected after such determination is made.

During the application period specified in the offering, no shares may be purchased. Should the final day for application to purchase fall during the subscription period, the final day is extended to the first Banking Day after expiration of the subscription period.

- F. Should the Company decide on a cash dividend to shareholders whereby they would receive dividends that, combined with other dividends paid during the same fiscal year, exceed seven (7) percent of the average price of the share during a period of 25 trading days immediately preceding the day the Board of the Company announces its intention to submit a proposal to the General Meeting for such a dividend, an adjusted exercise price and an adjusted number of shares that may be purchased with a Call option shall be applied. The adjustment shall be based on that portion of total dividends that exceed seven (7) percent of the average price of the share during the aforementioned period (Extraordinary dividend).

The adjustment will be made by the Bank in accordance with the following formula:

$$\text{Adjusted exercise price} = \frac{\text{Preceding exercise price} \times \text{average market price of the share over a period of 25 trading days, calculated from and including the day the share is listed ex-rights to the extraordinary dividend (average share price)}}{\text{Average share price increased by the extraordinary dividend payment per share.}}$$

$$\text{Adjusted number of shares that each Call option carries entitlement to purchase} = \frac{\text{Preceding number of shares that each Call option carries entitlement to purchase} \times \text{average price of the share increased by the extraordinary dividend per share}}{\text{Average price of the share}}$$

The average price shall be considered to correspond to the average of the highest and lowest paid prices according to the official list of the Stockholm Exchange each trading day during the aforementioned period of 25 trading days. In the absence of a quoted paid price, the final bid price shall be included in the calculation. Days during which neither paid prices nor bid prices are quoted shall not be included in the calculation.

The adjusted exercise price and adjusted number of shares as calculated above is determined by the Bank two Banking days after the expiration of the aforementioned 25 trading days and shall be applied in purchases effected after such determination is made.

G. Should the Company decide upon a partial demerger according to Chapter 24 of the Swedish Companies Act through which part of the assets and debts of the Company is taken over by one or more other companies without the dissolution of the Company, an adjusted exercise price and an adjusted number of shares that may be purchased with a Call option is applied. The adjustments shall be made by the Bank according to the following formulas:

$$\text{Adjusted exercise price} = \frac{\text{Preceding exercise price} \times \text{average market price of the share over a period of 25 trading days, calculated from and including the day the share is listed ex-rights to the demerger payment (average share price)}}{\text{Average share price increased by the demerger payment per share}}$$

$$\text{Adjusted number of shares each Call option carries entitlement to purchase} = \frac{\text{Preceding number of shares that each Call option carries entitlement to purchase} \times \text{(average price of the share increased by the value of the demerger payment per share)}}{\text{Average price of the share}}$$

The average price shall be considered to correspond to the average of the highest and lowest paid prices according to the official list of the Stockholm Exchange each trading day during the aforementioned period of 25 trading days. In the absence of a quoted paid price, the final bid price shall be included in the calculation.

In the event that shareholders received demerger payment in the form of shares or other securities and trading with these occurs on an exchange or other regulated market, the value of the demerger payment shall be considered to correspond to the value of the demerger payment right. In this respect, the value of the demerger payment shall be the average of the highest and lowest paid prices according to the official list of the Stockholm Exchange or other applicable market quotation each trading day during the aforementioned period of 25 trading days. In the absence of a quoted paid price, the final bid price shall be included in the calculation.

In the event that shareholders received demerger payment in the form of shares or other securities and trading in such rights as referred to in the preceding paragraph has not occurred, adjustment of the exercise price shall be made by applying to the extent possible the value of the demerger payment shall be established guided by the change in market price for the share which can be judged as a consequence according to the demerger payment.

The adjusted exercise price and adjusted number of shares as calculated above is determined by the Bank two Banking days after the expiration of the aforementioned 25 trading days and shall be applied in purchases effected after such determination is made.

If application of purchase is made until the adjustment is made the last paragraph of Subsection C shall apply.

The Holders shall not entitled to any right according to these terms to that or those companies taking over the assets and debts from the Company following a partial demerger.

- H. Should the share capital of the Company be reduced through obligatory repayments to shareholders, an adjusted exercise price shall be applied, as well as adjustments of the number of shares to which each Call option is entitled to subscribe.

The adjustments will be made by the Bank in accordance with the following formula:

$$\text{Adjusted exercise price} = \frac{\text{Preceding exercise price} \times \text{average market price of the share over a period of 25 trading days, effective from the date of the reduction decision without entitlement to reduced value (average share price)}}{\text{Average share price increased by the repaid amount per share}}$$

$$\text{Adjusted number of shares each Call option carries entitlement to purchase} = \frac{\text{Preceding number of shares that each Call option carries entitlement to purchase} \times \text{(average price of the share increased by the repaid amount per share)}}{\text{Average price of the share}}$$

The average price is calculated in accordance with that stated in Subsection C.

Adjustments as described above, and in which share value is reduced through redemption of shares, an estimated repayment amount, rather than the actual amount to be repaid per share, will be applied based on the following calculation:

Estimated repayment amount per share =	Actual amount to be repaid per purchased share, less average trading price for shares over a period of 25 trading days, effective from the date of the issue decision without entitlement <u>to reduced value (average share price)</u>  total number of shares in the Com- pany used as basis for purchase of one share, less the value of 1
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The average price is calculated in accordance with that stated in Subsection C.

In accordance with the above, the adjusted exercise price and the adjusted number of shares will be established by the Bank two Banking days after the expiration of the aforementioned period of 25 trading days and shall be applied to purchases effected thereafter.

If the Company's share capital is reduced by a redemption of shares with repayment to shareholders, which is not obligatory and whereby, in the judgment of the Bank, as a result of the technical formulation and financial effects, is equivalent to an obligatory reduction of share capital, the exercise price and the number of shares to which every Call option is entitled to purchase shall be adjusted corresponding to the maximum extent possible with the principles in Subsection H above.

- I. Should the Company repurchase shares through an offer to all shareholders in the Company and whereby, in the opinion of the Bank, such measure, taking into account its technical framework and economic effects, is comparable to a mandatory reduction of the share capital, the exercise price and the number of shares to which each Call option carries entitlement shall be adjusted corresponding to the maximum extent possible with the principles in Subsection H above.
  
- J. Should the above stated adjustment rules for the exercise price and number of shares not give reasonable economic effects for the Holder in relation to the shareholder - as a result of the technical formulation of the measures adopted by the Company, according to Subsections A-I above, or for other reasons, the Bank

shall - provided that the Company agrees - revise the adjustment rules so that a reasonable economic effect arises.

- K. Adjustment shall not be such that it results in an increase of the exercise price or a reduction of the number of shares which the Call options entitle to purchase of in cases other than those described in Subsection B. In effecting the adjustment as described above, the exercise price shall be rounded off to the nearest ten öre, with five öre being rounded upward, and the number of shares being rounded off to two decimals.
- L. Should the shares covered by the Call options become the object of compulsory redemption proceedings in accordance with Chapter 22 of the Swedish Companies Act, the Bank, in cases where the final day for application to purchase would occur later than 30 days following public announcement of the compulsory redemption, shall set a new final day for application to purchase that occurs prior to expiration of said period.
- M. The provisions pertaining to compulsory redemption proceedings in Subsection L shall apply correspondingly if the Company approves an agreement for a merger, whereby the Company would become part of another company, or a demerger whereby all of the assets and debts of the Company is taken over by one or more other companies and the Company is then dissolved without a liquidation, or if a decision is made to liquidate the Company or declare the Company in bankruptcy. In such cases, the time period is calculated from the date of announcement of the decision to merge, demerge, liquidate or enter into bankruptcy.

## §8

### SPECIAL OBLIGATIONS OF THE COMPANY

The Company is obliged to inform the Bank before the Company implements such measures as specified in §7 above.

## § 9

### TRUSTEES

For Call options registered with trustees in accordance with legislation governing accounts for financial instruments, the trustee shall be considered the Holder in all applications of these terms and conditions.

## § 10

### LIMITATION OF LIABILITY OF THE BANK AND VPC

With respect to the actions incumbent on the Bank and VPC – and in the case of VPC, taking into account the provisions of the Share Accounts Act – the Bank and VPC cannot be held liable for loss due to Swedish or foreign legal decrees, actions by Swedish or foreign authorities, acts of war, strikes, blockades, boycotts, lockouts or other similar circumstances. The reservations with respect to strikes, blockades, boycotts or lockouts also apply if the Bank or VPC undertake, or are the objects of, such hostile measures.

Neither the Bank nor VPC is under obligation to provide compensation for loss arising in other situations, if the Bank and VPC has exercised normal prudence. In no case is the Bank liable for indirect damages.

If the Bank or VPC is hindered from taking action by circumstances such as those described in the first paragraph, the action may be deferred until the hindrance has ceased to exist.

## § 11

### NOTICES

Notices pertaining to the Call options shall be provided to every registered Holder and other entitled holders registered in a VP-account.

## § 12

### CONFIDENTIALITY

The Bank or VPC may not, without prior authorization, provide information on the Holder to a third party. The Company reserves the right to receive the following information from VPC about the Holder's account in the Issuer's register:

1. Holder's name, personal or organization number and postal address,
2. Number of Call options held.

## § 13

### CHANGES IN TERMS AND CONDITIONS

The Bank may on behalf of the Holders agree with the Company upon any change of these terms and condition if such changes are required by legislation, court decision or the decision of a public authority or if otherwise – according to the Bank – such changes for practical purposes are adequate or necessary and the the rights of the Holders are not significantly deteriorated.

## § 14

### APPLICABLE LAW

Swedish law is applicable to these terms and conditions and to related legal matters. Claims pertaining to the terms and conditions shall be filed with the Stockholm district court or such other forum whose authority is accepted by the Company.

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