

**MobyLife Holding A/S**  
**(formerly known as Telecare Service Holding A/S)**  
**up to SEK 450,000,000**  
**Senior Secured Floating Rate Notes**

***ISIN: SE0005936382***

Amended and restated  
**Terms and Conditions**

*December 2016*

*Other than the registration of the Notes under Swedish law, no action is being taken in any jurisdiction that would or is intended to permit a public offering of the Notes or the possession, circulation or distribution of this document or any other material relating to the Issuer or the Notes in any jurisdiction where action for that purpose is required. Persons into whose possession this document comes are required by the Issuer to inform themselves about, and to observe, any applicable restrictions.*

*With effect from (and including) 30 December 2016 (the “Effective Date”) these Terms and Conditions replace and supersede in every respect the Terms and Conditions dated 23 May 2014 as amended and restated on 17 August 2015.*

## 1. Definitions and Construction

### 1.1 Definitions

In these terms and conditions (the “Terms and Conditions”):

“**Account Operator**” means a bank or other party duly authorised to operate as an account operator pursuant to the Financial Instruments Accounts Act and through which a Noteholder has opened a Securities Account in respect of its Notes.

“**Accounting Principles**” means (i) until 31 December 2014, the generally accepted local accounting principles, standards and practices in Denmark and, (ii) thereafter, international financial reporting standards (“**IFRS**”) within the meaning of Regulation 1606/2002/EC (or as otherwise adopted or amended from time to time), each as applied by the Issuer in preparing its annual consolidated financial statements.

“**Acquisitions**” means the acquisition of the Target Companies (each an “**Acquisition**”).

“**Acquisition Failure Event**” means either of the Acquisitions failing to be completed within two (2) months of the Issue Date.

“**Adjusted Nominal Amount**” means the Total Nominal Amount less the Nominal Amount of all Notes owned by a Group Company or an Affiliate, irrespective of whether such person is directly registered as owner of such Notes.

“**Affiliate**” means (i) an entity controlling or under common control with the Issuer, other than a Group Company, and (ii) any other person or entity owning any Notes (irrespective of whether such person is directly registered as owner of such Notes) that has undertaken towards a Group Company or an entity referred to in item (i) to vote for such Notes in accordance with the instructions given by a Group Company or an entity referred to in item (i). For the purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through ownership of voting securities, by agreement or otherwise.

“**Agency Agreement**” means the agency agreement entered into on or before the First Issue Date, between the Issuer and the Agent, or any replacement agency agreement entered into after the First Issue Date between the Issuer and an agent.

“**Agent**” means Intertrust (Sweden) AB (previously known as: CorpNordic Sweden AB) (reg. no. 556625-5476), or another party replacing it, as Agent, in accordance with these Terms and Conditions.

“**Applicable Premium**” means the higher of:

- (a) 1.00 per cent. of the Nominal Amount; and
- (b) an amount equal to:
  - (i) 104.00 per cent. of the Nominal Amount; plus
  - (ii) all remaining scheduled interest payments (assuming that the interest rate for the period from the relevant date to the First Call Date will be equal to the interest rate in effect on the date on which the applicable notice of redemption is given) on the Notes until the First Call Date (but excluding accrued but unpaid interest up to the relevant redemption date) using a

discount rate equal to the yield of a Swedish Government Bond on or around the First Call Date plus 0.50 per cent.; minus

(iii) the Nominal Amount.

“**Arranger**” means ABG Sundal Collier AB (reg. no. 556538-8674) with registered address P.O. Box 7269, 103 89 Stockholm, Sweden.

“**Business Day**” means a day in Sweden other than a Sunday or other public holiday. Saturdays, Midsummer Eve (*midsommarafton*), Christmas Eve (*julafton*) and New Year’s Eve (*nyårsafton*) shall for the purpose of this definition be deemed to be public holidays.

“**Business Day Convention**” means the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day.

“**Change of Control Event**” means the occurrence of an event or series of events whereby:

- (a) CataCap 1 K/S ceases to, directly or indirectly, own and control shares or ownership rights representing at least two thirds of the issued share capital or total number of voting rights in the Issuer; or
- (b) CC Orange Invest ApS ceases to, directly or indirectly, own and control shares or ownership rights representing at least two thirds of the issued share capital or total number of voting rights in the Issuer,

unless such Change of Control results directly from an initial public offering on a regulated market within the Nordics.

“**CSD**” means the Issuer’s central securities depository and registrar in respect of the Notes, from time to time, initially Euroclear Sweden AB, Swedish Reg. No. 556112-8074, P.O. Box 191, 101 23 Stockholm, Sweden.

“**Debt Instruments**” means bonds, notes or other debt securities (however defined), which are or are intended to be quoted, listed, traded or otherwise admitted to trading on a Regulated Market or a multilateral trading facility (as defined in Directive 2004/39/EC on markets in financial instruments).

“**EBIT**” means, in respect of the relevant period, the consolidated profit of the Group from ordinary activities according to the latest financial report(s) and without double-counting:

- (a) before deducting any amount of tax on profits, gains or income paid or payable by any Group Company;
- (b) before deducting any net finance charges;
- (c) not including any accrued interest owing to any Group Company;
- (d) before taking into account any material items, which according to the applicable Accounting Principles are of an extraordinary and non-recurring nature and are presented in the financial statements of the Issuer;
- (e) before deducting any transaction costs relating to the Acquisitions or the issue of the Notes;
- (f) after deducting the amount of any profit (or adding back the amount of any loss) of any Group Company which is attributable to minority interests; and

- (g) plus or minus the Group's share of the profits or losses of a person not being a Group Company,

in each case, to the extent added, deducted or taken into account, as the case may be, for the purposes of determining the profits of the Group before taxation.

**"EBITDA"** means, in respect of any relevant period, EBIT for that relevant period after adding back any amount attributable to the amortisation or depreciation of assets of any Group Company.

**"Equity Injection"** means the injection of Danish kroner 50,000,000 in additional equity into the Issuer by the existing shareholders made on 13 August 2015.

**"Escrow Account"** means a bank account of the Issuer held with a reputable bank, into which the gross proceeds of the Initial Notes will be transferred and which has been pledged in favour of the Agent and the Noteholders (represented by the Agent) under the Escrow Account Pledge Agreement.

**"Escrow Account Pledge Agreement"** means the pledge agreement originally entered into between the Issuer and the Agent on or about the First Issue Date in respect of a first priority pledge over the Escrow Account and all funds held on the Escrow Account from time to time, granted in favour of the Agent and the Noteholders (represented by the Agent).

**"Event of Default"** means an event or circumstance specified in Clause 14.1.

**"Final Maturity Date"** means 23 May 2020.

**"Finance Documents"** means these Terms and Conditions, the Intercreditor Agreement, the Security Documents and any other document designated by the Issuer and the Agent as a Finance Document.

**"Financial Indebtedness"** means:

- (a) moneys borrowed (including under any bank financing);
- (b) the amount of any liability under any finance leases (a lease which in accordance with the Accounting Principles is treated as an asset and a corresponding liability);
- (c) receivables sold or discounted (other than on a non-recourse basis, provided that the requirements for de-recognition under the Accounting Principles are met);
- (d) any amount raised pursuant to any Market Loan;
- (e) any other transaction (including the obligation to pay deferred purchase price) having the commercial effect of a borrowing or otherwise being classified as borrowing under the Accounting Principles;
- (f) the marked-to-market value of derivative transactions entered into in connection with protection against or benefit from fluctuation in any rate or price (if any actual amount is due as a result of a termination or a close-out, such amount shall be used instead);
- (g) counter-indemnity obligations in respect of guarantees or other instruments issued by a bank or financial institution; and
- (h) liabilities under guarantees or indemnities for any of the obligations referred to in paragraphs (a) to (g) above.

**“Financial Instruments Accounts Act”** means the Swedish Financial Instruments Accounts Act (*lag (1998:1479) om kontoföring av finansiella instrument*).

**“First Call Date”** means 23 December 2017.

**“First Disbursement”** means the first disbursement of funds from the Escrow Account to the Issuer, in an amount not materially exceeding the aggregate of (i) the purchase price and any related transaction costs in relation to the Acquisition of the first Target Company to be acquired, (ii) the amount of any existing debt of that Target Company to be refinanced with the proceeds of the Notes and (iii) the amount of any existing debt of the Issuer to be refinanced with the proceeds of the Notes.

**“First Escrow Release Date”** has the meaning given to it in Clause 4.6.

**“First Issue Date”** means 23 May 2014.

**“Force Majeure Event”** has the meaning set forth in Clause 25.1.

**“Group”** means the Issuer and its Subsidiaries from time to time (each a **“Group Company”**).

**“Initial Notes”** means the Notes issued on the First Issue Date.

**“Intercreditor Agreement”** means the intercreditor agreement between the Agent (acting on behalf of the Noteholders), each Group Company and any shareholder of a Group Company that has granted one or more Shareholder Loans (including, for the avoidance of doubt, the Support Loan).

**“Interest”** means the interest on the Notes calculated in accordance with Clauses 8.1 to 8.3.

**“Interest Payment Date”** means 23 February, 23 May, 23 August and 23 November in each year or, to the extent such day is not a Business Day, the Business Day following from an application of the Business Day Convention. The first Interest Payment Date for the Notes shall be 23 August 2014 and the last Interest Payment Date shall be the relevant Redemption Date.

**“Interest Period”** means each period beginning on (but excluding) the Issue Date or any Interest Payment Date and ending on (and including) the next succeeding Interest Payment Date (or a shorter period if relevant).

**“Interest Rate”** means 3 months STIBOR plus 7.25 per cent. *per annum*.

**“Issuer”** means MobyLife Holding A/S (previously known as: Telecare Service Holding A/S), a public limited liability company incorporated under the laws of Denmark with reg. no. 35254552.

**“Issuing Agent”** means ABG Sundal Collier Norge ASA (reg. no. 883 603 362), with registered address Munkedamsveien 45, 0205 Oslo, Norway, or another party replacing it, as Issuing Agent, in accordance with these Terms and Conditions.

**“Liquidity Event”** means that either (i) the consolidated cash on balance sheet of the Group as shown, in accordance with the Accounting Principles, in management accounts as at the end of any month, together with undrawn amounts under the permitted Working Capital Facilities (together **“Liquidity”**), amounts to less than DKK10,000,000 and remains under DKK 10,000,000 for a period of 5 Business Days after the end of the relevant month, or (ii) the Issuer becomes aware at any time that Liquidity will fall below DKK 10,000,000 and will remain under DKK10,000,000 for a period of 5 business days thereafter.

**“Market Loan”** means any loan or other indebtedness where an entity issues commercial paper, certificates, subordinated debentures, bonds or any other debt securities (including, for the avoidance of doubt, medium term note programmes and other market funding programmes), provided in each case that such instruments and securities are or can be subject to trade on NASDAQ OMX Stockholm or any other regulated market place.

**“Net Debt”** means the aggregate interest bearing debt less cash or cash equivalents of the Group in accordance with the applicable Accounting Principles of the Group from time to time (for the avoidance of doubt, excluding Shareholder Loans (other than, prior to 30 June 2018, the Support Loan, if any) and intra-Group loans).

**“Net Debt to EBITDA Ratio”** means, in relation to each test date, the ratio of Net Debt on the test date to EBITDA in respect of the 12 month period preceding such test date.

**“Nominal Amount”** means has the meaning set forth in Clause 2.3.

**“Noteholder”** means the person who is registered on a Securities Account as direct registered owner (*ägare*) or nominee (*förvaltare*) with respect to a Note.

**“Noteholders’ Meeting”** means a meeting among the Noteholders held in accordance with Clause 17 (*Noteholders’ Meeting*).

**“Note”** means a debt instrument (*skuldförbindelse*) for the Nominal Amount and of the type set forth in Chapter 1 Section 3 of the Financial Instruments Accounts Act and which are governed by and issued under these Terms and Conditions, including the Initial Notes.

**“Operating Companies”** means TC Mobile Repair AB (reg. no. 556647-6031), Telcelcare Service A/S (reg. no. 27138454) and the Target Companies, and any Group Companies to whom all, or substantially all, of any of such Operating Companies’ assets and operations have been transferred.

**“Permitted Security”** means any guarantee or security:

- (a) arising by operation of law or in the ordinary course of business (including set-off under standard terms for bank accounts, but, for the avoidance of doubt, not including guarantees or security in respect of any monies borrowed or raised);
- (b) in relation to a Working Capital Facility;
- (c) provided by any Group Company for the purpose of securing its own obligations under any Financial Indebtedness (other than Shareholder Loans);
- (d) granted to the Noteholders under the Notes;
- (e) incurred as a result of any Group Company acquiring another entity that has provided security for any Financial Indebtedness permitted hereunder; and
- (f) representing any guarantee or security granted by any Group Company which is not permitted by any of the preceding paragraphs and which in aggregate do not exceed SEK 5,000,000 (or its equivalent in any other currency or currencies) in aggregate for the Group at any time.

**“Quotation Day”** means, in relation to any period for which an interest rate is to be determined, two (2) Business Days before the first day of that period.

**“Record Date”** means the fifth (5) Business Day prior to (i) an Interest Payment Date, (ii) a Redemption Date, (iii) a date on which a payment to the Noteholders is to be made under Clause 15 (*Distribution of proceeds*), (iv) the date of a Noteholders’ Meeting, or (v) another

relevant date, or in each case such other Business Day falling prior to a relevant date if generally applicable on the Swedish bond market.

**“Redemption Date”** means the date on which the relevant Notes are to be redeemed or repurchased in accordance with Clause 9 (*Redemption and repurchase of the Notes*).

**“Regulated Market”** means any regulated market (as defined in Directive 2004/39/EC on markets in financial instruments).

**“Second Disbursement”** means the second disbursement of funds from the Escrow Account to the Issuer, in an amount equal to the aggregate amount standing to the credit of the Escrow Account on the Second Escrow Release Date.

**“Second Escrow Release Date”** has the meaning given to it in Clause 4.7.

**“Secured Obligations”** means all present and future obligations and liabilities of the Issuer to the Secured Parties under the Finance Documents and the Agency Agreement.

**“Secured Parties”** means the Noteholders and the Agent (including in its capacity as Agent under the Agency Agreement).

**“Securities Account”** means the account for dematerialised securities maintained by the CSD pursuant to the Financial Instruments Accounts Act in which (i) an owner of such security is directly registered or (ii) an owner’s holding of securities is registered in the name of a nominee.

**“Security”** means a mortgage, charge, pledge, lien, security assignment or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

**“Security Documents”** means (i) the Escrow Account Pledge Agreement, (ii) share pledge agreements relating to the shares of the Issuer and the Operating Companies, (iii) the Intercreditor Agreement; (iv) a pledge agreement relating to intercompany receivables, and (v) any other document designated as a Security Document by the Agent and the relevant security provider.

**“Shareholder Loan”** means any loan raised by the Issuer from its current or previous shareholders, if such shareholder loan (a) is subordinated under the Intercreditor Agreement, (b) does not yield any cash interest and (c), with the exception of the Support Loan, has a repayment date falling due after the Final Maturity Date.

**“STIBOR”** means:

- (a) the applicable percentage rate *per annum* displayed on NASDAQ OMX’s website for STIBOR fixing (or through another website replacing it) as of or around 11.00 a.m. on the Quotation Day for the offering of deposits in Swedish Kronor and for a period comparable to the relevant Interest Period; or
- (b) if no rate is available for the relevant Interest Period, the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Issuing Agent at its request quoted by leading banks in the Stockholm interbank market reasonably selected by the Issuing Agent, for deposits of SEK 100,000,000 for the relevant period; or
- (c) if no quotation is available pursuant to paragraph (b), the interest rate which according to the reasonable assessment of the Issuing Agent best reflects the interest rate for deposits in Swedish Kronor offered in the Stockholm interbank market for the relevant period; and

if any such rate is below zero, STIBOR will be deemed to be zero.

**“Subsidiary”** means, in relation to the Issuer, any legal entity (whether incorporated or not), in respect of which the Issuer, directly or indirectly, (a) owns shares or ownership rights representing more than 50.00 per cent. of the total number of votes held by the owners, (b) otherwise controls more than 50.00 per cent. of the total number of votes held by the owners, (c) has the power to appoint and remove all, or the majority of, the members of the board of directors or other governing body or (d) exercises control as determined in accordance with the Accounting Principles.

**“Support Loan”** means a shareholder loan of up to DKK 15,000,000 (or the equivalent thereof in other currencies) on a subordinated, unsecured basis. The Support Loan shall mature on 31 December 2020 (to be extended to mature after the Final Maturity Date if the Final Maturity Date is extended) and be subject to the Intercreditor Agreement. The Support Loan (excluding interest) may be repaid on or prior to 30 June 2018, subject to no Event of Default having occurred and continuing as at the date of such repayment. If not repaid or redeemed (as the case may be) prior to 30 June 2018, the Support Loan shall mature on 31 December 2020 (to be extended to mature after the Final Maturity Date if the Final Maturity Date is extended) and shall at any time after 30 June 2018 be convertible into equity at the sole discretion of the Issuer (any additional shares issued in relation to such conversion shall be pledged in favour of the Agent on behalf of the Noteholders). Interest shall accrue on the Support Loan but shall be payable only on 31 December 2020 (or a date later than the Final Maturity Date if the Final Maturity Date is extended), or, in the case of a conversion of the Support Loan to equity, shall be capitalised and converted into equity.

**“Swedish Kronor”** and **“SEK”** means the lawful currency of Sweden.

**“Target Companies”** means (i) Deltaservice Holding AS, a limited liability company incorporated under the laws of Norway with reg. no. 992 036 850 and (ii) PJJ Holding Oy, a limited liability company incorporated under the laws of Finland with reg. no. 2324965-0.

**“Total Nominal Amount”** means the total aggregate Nominal Amount of the Notes outstanding at the relevant time.

**“Transaction Security”** means the Security provided for the Secured Obligations pursuant to the Security Documents.

**“Working Capital Facilities”** means any alternative financing arrangements entered into by the Issuer for general corporate purposes in an aggregate amount not exceeding DKK 15,000,000 (or its equivalent in any other currency or currencies).

**“Written Procedure”** means the written or electronic procedure for decision making among the Noteholders in accordance with Clause 18 (*Written Procedure*).

## 1.2 Construction

1.2.1 Unless a contrary indication appears, any reference in these Terms and Conditions to:

- (a) **“assets”** includes present and future properties, revenues and rights of every description;
- (b) any agreement or instrument is a reference to that agreement or instrument as supplemented, amended, novated, extended, restated or replaced from time to time;
- (c) a **“regulation”** includes any regulation, rule or official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (d) an Event of Default is continuing if it has not been remedied or waived;



- (e) a provision of law is a reference to that provision as amended or re-enacted; and
- (f) a time of day is a reference to Stockholm time.

1.2.2 When ascertaining whether a limit or threshold specified in Swedish Kronor has been attained or broken, an amount in another currency shall be counted on the basis of the rate of exchange for such currency against Swedish Kronor for the previous Business Day, as published by the Swedish Central Bank (*Riksbanken*) on its website ([www.riksbank.se](http://www.riksbank.se)). If no such rate is available, the most recently published rate shall be used instead.

1.2.3 A notice shall be deemed to be sent by way of press release if it is made available to the public within Sweden promptly and in a non-discriminatory manner.

1.2.4 No delay or omission of the Agent or of any Noteholder to exercise any right or remedy under the Finance Documents shall impair or operate as a waiver of any such right or remedy.

## **2. Status of the Notes**

2.1 The Notes are denominated in Swedish Kronor and each Note is constituted by these Terms and Conditions. The Issuer undertakes to make payments in relation to the Notes and to comply with these Terms and Conditions.

2.2 By subscribing for Notes, each initial Noteholder agrees that the Notes shall benefit from and be subject to the Finance Documents and by acquiring Notes, each subsequent Noteholder confirms such agreement.

2.3 The nominal amount of each Note is SEK 700,000 (the “**Nominal Amount**”). The total aggregate nominal amount of the Initial Notes as at the First Issue Date was SEK 350,000,000. All Initial Notes were issued on a fully paid basis at an issue price of 100.00 per cent. of the original nominal amount as at the First Issue Date.

2.4 The Notes constitute direct, unconditional, unsubordinated obligations of the Issuer and shall at all times rank at least *pari passu* with all other obligations of the Issuer other than those mandatorily preferred by law or as permitted by these Terms and Conditions.

2.5 The Notes are freely transferable but the Noteholders may be subject to purchase or transfer restrictions with regard to the Notes, as applicable, under local laws to which a Noteholder may be subject. Each Noteholder must ensure compliance with such restrictions at its own cost and expense.

2.6 No action is being taken in any jurisdiction that would or is intended to permit a public offering of the Notes or the possession, circulation or distribution of any document or other material relating to the Issuer or the Notes in any jurisdiction other than Sweden, where action for that purpose is required. Each Noteholder must inform itself about, and observe, any applicable restrictions to the transfer of material relating to the Issuer or the Notes.

## **3. Use of Proceeds**

3.1 The Issuer shall use the proceeds from the issue of the Initial Notes, less the costs and expenses incurred by the Issuer in connection with the issue of the Notes, (i) towards repayment of existing bank debt in the Target Companies and the Issuer, (ii) for the purpose of funding the Acquisitions and related transaction costs and (iii) for the general corporate purposes of the Issuer.

#### **4. Conditions for Issuance and Disbursement**

4.1 The Issuer shall provide to the Agent prior to the issuance of the Initial Notes the following, in form and substance satisfactory to the Agent:

- (a) the Finance Documents (other than the Security Documents) and the Agency Agreement duly executed by the Issuer and the other parties thereto;
- (b) a copy of a resolution from the board of directors of the Issuer approving the issue of the Initial Notes, the terms of the Finance Documents and the Agency Agreement, and resolving to enter into such documents and any other documents necessary in connection therewith;
- (c) evidence that the person(s) who has/have signed the Finance Documents (other than the Security Documents), the Agency Agreement and any other documents in connection therewith on behalf of the Issuer is/are duly authorised to do so; and
- (d) such other documents and information as is agreed between the Agent and the Issuer.

4.2 The Issuer shall provide to the Agent prior to the First Disbursement the following, in form and substance satisfactory to the Agent:

- (a) a certificate from the Issuer confirming that no Event of Default is continuing;
- (b) (i) evidence that the Acquisition of a Target Company will be completed, (ii) evidence of the purchase price to be paid in relation thereto, (iii) the amount of existing debt of the relevant Target Company to be refinanced with the proceeds of the Notes and (iv) the amount of any transaction costs relating to the relevant Acquisition;
- (c) evidence of the amount of any existing debt of the Issuer to be refinanced with the proceeds of the Notes;
- (d) legal opinions from counsel in each relevant jurisdiction confirming that the Transaction Security comprised by the share pledge over the shares of the Target Company being acquired, and pledges over any intercompany loans in relation to such Target Company, will be effective upon release of the First Disbursement;
- (e) evidence that any existing Shareholder Loans have been effectively subordinated to the rights of the Noteholders (represented by the Agent) in accordance with the Intercreditor Agreement; and
- (f) evidence that the First Disbursement will be used in accordance with Clause 3 (*Use of proceeds*).

4.3 The Issuer shall provide to the Agent prior to the Second Disbursement the following, in form and substance satisfactory to the Agent:

- (a) a certificate from the Issuer confirming that no Event of Default is continuing;
- (b) evidence that the Acquisition of the Target Company not acquired by means of the First Disbursement will be completed;
- (c) legal opinions from counsel in each relevant jurisdiction confirming that the Transaction Security (except for the share pledge over the shares of the Target Company acquired by means of the First Disbursement, and pledges over any intercompany loans in relation to such Target Company) will be effective upon release of the Second Disbursement; and

- (d) evidence that the Second Disbursement will be used in accordance with Clause 3 (*Use of proceeds*).
- 4.4 The Agent may assume that the documentation delivered to it pursuant to Clause 4.1, **Error! Reference source not found.** and 4.3 is accurate, correct and complete unless it has actual knowledge that this is not the case, and the Agent does not have to verify the contents of any such documentation.
- 4.5 The Agent shall confirm to the Issuing Agent when the conditions set out in Clause 4.1, **Error! Reference source not found.** and 4.3, as the case may be, have been satisfied.
- 4.6 On the date (the “**First Escrow Release Date**”) that the conditions set out in Clause 4.2 above have been fulfilled to the satisfaction of the Agent, the Agent shall effect the First Disbursement from the Escrow Account.
- 4.7 On the date (the “**Second Escrow Release Date**”) that the conditions set out in Clause 4.3 above have been fulfilled to the satisfaction of the Agent, the Agent shall effect the Second Disbursement from the Escrow Account and release the pledge over the Escrow Account.

## 5. Notes in Book-Entry Form

- 5.1 The Notes will be registered for the Noteholders on their respective Securities Accounts and no physical notes will be issued. Accordingly, the Notes will be registered in accordance with the Financial Instruments Accounts Act. Registration requests relating to the Notes shall be directed to an Account Operator.
- 5.2 Those who according to assignment, Security, the provisions of the Swedish Children and Parents Code (*föräldrabalken (1949:381)*), conditions of will or deed of gift or otherwise have acquired a right to receive payments in respect of a Note shall register their entitlements to receive payment in accordance with the Financial Instruments Accounts Act.
- 5.3 The Issuer (and the Agent when permitted under the CSD’s applicable regulations) shall be entitled to obtain information from the debt register (*skuldbok*) kept by the CSD in respect of the Notes. At the request of the Agent, the Issuer shall promptly obtain such information and provide it to the Agent.
- 5.4 For the purpose of or in connection with any Noteholders’ Meeting or any Written Procedure, the Issuing Agent shall be entitled to obtain information from the debt register kept by the CSD in respect of the Notes.
- 5.5 The Issuer shall issue any necessary power of attorney to such persons employed by the Agent, as notified by the Agent, in order for such individuals to independently obtain information directly from the debt register kept by the CSD in respect of the Notes. The Issuer may not revoke any such power of attorney unless directed by the Agent or unless consent thereto is given by the Noteholders.

## 6. Right to Act on Behalf of a Noteholder

- 6.1 If any person other than a Noteholder wishes to exercise any rights under the Finance Documents, it must obtain a power of attorney or other proof of authorisation from the Noteholder or a successive, coherent chain of powers of attorney or proofs of authorisation starting with the Noteholder and authorising such person.
- 6.2 A Noteholder may issue one or several powers of attorney to third parties to represent it in relation to some or all of the Notes held by it. Any such representative may act independently under the Finance Documents in relation to the Notes for which such

representative is entitled to represent the Noteholder and may further delegate its right to represent the Noteholder by way of a further power of attorney.

- 6.3 The Agent shall only have to examine the face of a power of attorney or other proof of authorisation that has been provided to it pursuant to Clause 6.2 and may assume that it has been duly authorised, is valid, has not been revoked or superseded and that it is in full force and effect, unless otherwise is apparent from its face.

## **7. Payments in Respect of the Notes**

- 7.1 Any payment or repayment under the Finance Documents, or any amount due in respect of a repurchase of any Notes, shall be made to such person who is registered as a Noteholder on the Record Date prior to an Interest Payment Date or other relevant due date, or to such other person who is registered with the CSD on such date as being entitled to receive the relevant payment, repayment or repurchase amount.
- 7.2 If a Noteholder has registered, through an Account Operator, that principal and interest shall be deposited in a certain bank account, such deposits will be effected by the CSD on the relevant payment date. In other cases, payments will be transferred by the CSD to the Noteholder at the address registered with the CSD on the Record Date. Should the CSD, due to a delay on behalf of the Issuer or some other obstacle, not be able to effect payments as aforesaid, the Issuer shall procure that such amounts are paid to the persons who are registered as Noteholders on the relevant Record Date as soon as possible after such obstacle has been removed.
- 7.3 If, due to any obstacle for the CSD, the Issuer cannot make a payment or repayment, such payment or repayment may be postponed until the obstacle has been removed. Interest shall accrue in accordance with Clause 8.4 during such postponement.
- 7.4 If payment or repayment is made in accordance with this Clause 7, the Issuer and the CSD shall be deemed to have fulfilled their obligation to pay, irrespective of whether such payment was made to a person not entitled to receive such amount.
- 7.5 The Issuer is under no obligation to gross-up any payments under the Finance Documents which are subject to withholding tax, public levy or any other similar withholding or deduction.

## **8. Interest**

- 8.1 Each Initial Note carries Interest at the Interest Rate from (but excluding) the First Issue Date up to (and including) the relevant Redemption Date.
- 8.2 Interest accrues during an Interest Period. Payment of Interest in respect of the Notes shall be made to the Noteholders on each Interest Payment Date for the preceding Interest Period, other than in relation to the Interest Periods ending on 23 February 2017, 23 May 2017 and 23 August 2017, in relation to which the payment of accrued Interest shall be deferred and capitalised and only become payable on the relevant Redemption Date. Interest shall be deemed to have accrued on the total aggregate nominal amount of the Notes based on a nominal amount of each Note of SEK 700,000 from and excluding 23 November 2016. Interest shall accrue on such deferred and capitalised accrued Interest from (but excluding) the Interest Payment Date on which such Interest is capitalised.
- 8.3 Interest shall be calculated on the basis of the actual number of days in the Interest Period in respect of which payment is being made divided by 360 (actual/360-days basis).
- 8.4 If the Issuer fails to pay any amount payable by it on its due date, default interest shall accrue on the overdue amount from (but excluding) the due date up to (and including) the date of actual payment at a rate which is two (2) per cent. higher than the Interest Rate.

Accrued default interest shall not be capitalised. No default interest shall accrue where the failure to pay was solely attributable to the Agent or the CSD, in which case the Interest Rate shall apply instead.

## **9. Redemption and Repurchase of the Notes**

### **9.1 Redemption at maturity**

The Issuer shall redeem all, but not some only, of the outstanding Notes in full on the Final Maturity Date at an amount per Note equal to the Nominal Amount together with accrued but unpaid Interest. If the Final Maturity Date is not a Business Day, then the redemption shall occur on the first following Business Day.

### **9.2 Issuer's purchase of Notes**

A Group Company may, subject to applicable law, at any time and at any price purchase Notes on the market or in any other way. The Notes held by a Group Company may at such Group Company's discretion be retained, sold or cancelled.

### **9.3 Voluntary total redemption (call option)**

9.3.1 The Issuer may redeem all, but not some only, of the outstanding Notes in full:

- (a) any time prior to the First Call Date, at an amount per Note equal to 100.00 per cent. of the Nominal Amount together with accrued but unpaid Interest, plus the Applicable Premium;
- (b) any time from and including the First Call Date to, but excluding, the first Business Day falling twelve (12) months after the First Call Date at an amount per Note equal to 103.63 per cent. of the Nominal Amount, together with accrued but unpaid Interest;
- (c) any time from and including the first Business Day falling twelve (12) months after the First Call Date to, but excluding, the first Business Day falling twenty-four (24) months after the First Call Date at an amount per Note equal to 101.81 per cent. of the Nominal Amount, together with accrued but unpaid Interest; or
- (d) any time from and including the first Business Day falling twenty-four (24) months after the First Call Date to, but excluding, the Final Maturity Date at an amount per Note equal to 100.00 per cent. of the Nominal Amount, together with accrued but unpaid Interest.

9.3.2 Redemption in accordance with Clause 9.3.1 shall be made by the Issuer giving not less than fifteen (15) Business Days' notice to the Noteholders and the Agent. Any such notice is irrevocable but may, at the Issuer's discretion, contain one or more conditions precedent. Upon expiry of such notice and the fulfilment of the conditions precedent (if any), the Issuer is bound to redeem the Notes in full at the applicable amounts.

### **9.4 Early redemption due to illegality or Acquisition failure (call option)**

9.4.1 The Issuer shall redeem all, but not some only, of the outstanding Notes if (i) it is or becomes unlawful for the Issuer to perform its obligations under the Finance Documents, at an amount per Note equal to the Nominal Amount together with accrued but unpaid Interest on a date determined by the Issuer, or (ii) an Acquisition Failure Event occurs, at an amount per Note equal to 101.00 per cent. of the Nominal Amount, together with accrued but unpaid Interest on a date determined by the Issuer.

9.4.2 The Issuer shall give notice of any redemption pursuant to Clause 9.4.1 no later than twenty (20) Business Days after having received actual knowledge of any event specified therein (after which time period such right shall lapse).

9.4.3 A notice of redemption in accordance with Clause 9.4.1 is irrevocable and, on the date specified in such notice, the Issuer is bound to redeem the Notes in full at the applicable amounts.

## **9.5 Mandatory repurchase due to a Change of Control Event (put option)**

9.5.1 Upon the occurrence of a Change of Control Event, each Noteholder shall have the right to request that all, or some only, of its Notes be repurchased at a price per Note equal to the higher of (i) 101.00 per cent. of the Nominal Amount, and (ii) the Call Option Amount, in each case together with accrued but unpaid Interest, during a period of twenty (20) Business Days following a notice from the Issuer of the Change of Control Event pursuant to Clause 11.1.2 (after which time period such right shall lapse). However, such period may not start earlier than upon the occurrence of the Change of Control Event.

9.5.2 The notice from the Issuer pursuant to Clause 11.1.2 shall specify the repurchase date and include instructions about the actions that a Noteholder needs to take if it wants Notes held by it to be repurchased. If a Noteholder has so requested, and acted in accordance with the instructions in the notice from the Issuer, the Issuer shall repurchase the relevant Notes and the repurchase amount shall fall due on the repurchase date specified in the notice given by the Issuer pursuant to Clause 11.1.2. The repurchase date must fall no later than forty (40) Business Days after the end of the period referred to in Clause 9.5.1.

9.5.3 The Issuer shall comply with the requirements of any applicable securities laws or regulations in connection with the repurchase of Notes. To the extent that the provisions of such laws and regulations conflict with the provisions in this Clause 9.5, the Issuer shall comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Clause 9.5 by virtue of the conflict.

9.5.4 Any Notes repurchased by the Issuer pursuant to this Clause 9.5 shall be promptly cancelled by the Issuer.

## **10. Transaction Security**

10.1 As continuing Security for the due and punctual fulfilment of the Secured Obligations, the Issuer agrees to grant on the First Escrow Release Date the Transaction Security (except for the share pledge over the shares of the Target Company not being acquired in connection with the First Disbursement, and pledges over any intercompany loans in relation to such Target Company) to the Secured Parties as represented by the Agent.

10.2 As continuing Security for the due and punctual fulfilment of the Secured Obligations, the Issuer agrees to grant on the Second Escrow Release Date the Transaction Security comprised by the share pledge over the shares of the Target Company being acquired in connection with the Second Disbursement, and pledges over any intercompany loans in relation to such Target Company, to the Secured Parties as represented by the Agent.

10.3 The Agent shall hold the Transaction Security on behalf of the Secured Parties in accordance with the Security Documents. The Issuer shall enter into the Security Documents and perfect the Transaction Security in accordance with the Security Documents on or before the Escrow Release Date.

10.4 Unless and until the Agent has received instructions from the Noteholders in accordance with Clause 16 (*Decisions by Noteholders*), the Agent shall (without first having to obtain the Noteholders' consent) be entitled to enter into agreements with the Issuer or a third party or take any other actions, if it is, in the Agent's opinion, necessary for the purpose of maintaining, altering, releasing or enforcing the Transaction Security, creating further Security for the benefit of the Noteholders or for the purpose of settling the Noteholders' or the Issuer's rights to the Transaction Security, in each case in accordance with the terms of the Finance Documents.

## **11. Information to Noteholders**

### **11.1 Information from the Issuer**

11.1.1 The Issuer will make the following information available to the Agent and on its website:

- (a) from 31 December 2014, as soon as the same become available, but in any event within four (4) months after the end of each financial year, its audited consolidated annual accounts for that financial year prepared in accordance with the applicable Accounting Principles;
- (b) from 1 July 2014, as soon as the same become available, but in any event within two (2) months after the end of each quarter of its financial year, its unaudited consolidated financial statements or year-end report (as applicable) for such period;
- (c) as soon as the same become available, but in any event not later than two (2) months after 30 June 2014, a report on the Issuer's business covering the period 1 January 2014 to 30 June 2014 including a description of the business and any developments in relation thereto, a profit and loss account and a balance sheet; and
- (d) any other information required by the Swedish Securities Markets Act (*lag (2007:582) om värdepappersmarknaden*) and the rules and regulations of the Regulated Market on which the Notes are admitted to trading.

11.1.2 The Issuer shall immediately notify the Noteholders and the Agent upon becoming aware of the occurrence of a Liquidity Event, an Acquisition Failure Event or a Change of Control Event. In the case of a Change of Control Event, such notice may be given in advance of the occurrence of such Change of Control Event, conditional upon the occurrence of such Change of Control Event, if a definitive agreement is in place providing for a Change of Control Event.

11.1.3 When the financial statements and other information are made available to the Noteholders pursuant to Clause 11.1.1, the Issuer shall send copies of such financial statements and other information to the Agent. Together with the financial statements sent after 1 July 2014, within twenty (20) days of a request from the Agent, the Issuer shall submit to the Agent a compliance certificate (i) containing a confirmation that no Event of Default has occurred (or if an Event of Default has occurred, what steps have been taken to remedy it), and (ii) if provided in connection with financial statements, attaching copies of any notices sent to the Regulated Market on which the Notes are admitted to trading. The compliance certificate shall be in a form agreed between the Issuer and the Agent and, where provided in connection with the publication of financial statements, shall include calculations and figures in respect of the undertakings set out in Clause 13 (*Financial Undertakings*).

11.1.4 The Issuer shall immediately notify the Agent (with full particulars) upon becoming aware of the occurrence of any event or circumstance which constitutes an Event of Default, or any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing) constitute an Event of Default, and shall provide the Agent with such further information as it may reasonably request in writing following receipt of such notice. Should the Agent not receive such information, the Agent is entitled to assume that no such event or circumstance exists or can be expected to occur, provided that the Agent does not have actual knowledge of such event or circumstance.

### **11.2 Information from the Agent**

11.2.1 The Agent is entitled to disclose to the Noteholders any event or circumstance directly or indirectly relating to the Issuer or the Notes. Notwithstanding the foregoing, the Agent may if it considers it to be beneficial to the interests of the Noteholders delay disclosure or

refrain from disclosing certain information other than in respect of an Event of Default that has occurred and is continuing.

### **11.3 Publication of Finance Documents**

11.3.1 The latest version of these Terms and Conditions (including any document amending these Terms and Conditions) shall be available on the websites of the Issuer and the Agent.

11.3.2 The latest versions of the Finance Documents shall be available to the Noteholders at the office of the Agent during normal business hours.

## **12. General Undertakings**

### **12.1 Compliance**

12.1.1 The Issuer shall, and shall procure that each Subsidiary will, obtain, maintain and in all material respects comply with the terms of any authorisation, approval or licence required for the conduct of its business and in all material respects comply with all applicable laws and regulations.

### **12.2 Continuation of business**

12.2.1 The Issuer shall procure that no material change is made to the general nature or scope of the Group's business from that carried on as at the Issue Date (assuming that the Acquisitions have been completed).

### **12.3 Distributions and other transactions**

12.3.1 The Issuer shall not, and shall procure that no Subsidiary will, grant any loans, guarantees or other financial assistance or make any dividend or cash interest payment, repurchase of shares or make other similar transactions (including, but not limited to total return swaps related to shares in the Issuer), or make or allow to be made any other distributions or transfers of value (including without limitation the payment of any management fees) to its direct or indirect shareholders or the affiliates of such direct or indirect shareholders (including management) or enter into or allow to be entered into any contracts with such persons (other than on arm's length terms), other than, in the case of the Subsidiaries, to any other Group Company.

### **12.4 Financial indebtedness**

12.4.1 The Issuer shall not, and shall procure that no Subsidiary will, incur any Financial Indebtedness, except for (i) any Working Capital Facilities, (ii) any hedging arrangement or other non-speculative derivative transaction, (iii) Shareholder Loans (including, for the avoidance of doubt, the Support Loan), (iv) intra-group loans between members of the Group and (v) any Financial Indebtedness not permitted by the foregoing where the aggregate principal amount thereof does not exceed SEK 5,000,000 (or its equivalent in any other currency or currencies).

### **12.5 Mergers**

12.5.1 The Issuer shall not, and shall procure that none of the Operating Companies will, carry out any merger or other business combination or corporate reorganisation involving consolidating assets and obligations, except in relation to mergers, business combinations or corporate reorganisations between a wholly owned Group Company and an Operating Company where the Operating Company shall be the surviving entity and the Transaction Security will continue to be valid and effective over the shares thereof.



## **12.6 Disposals**

12.6.1 The Issuer shall not, and shall procure that no Group Company will:

- (a) divest or otherwise dispose of any assets constituting Transaction Security; or
- (b) divest or otherwise dispose of any material asset which does not form part of the Transaction Security to any person other than the Issuer or the Operating Companies, unless on arm's length terms or better and in the ordinary course of business.

## **12.7 Negative pledge**

12.7.1 The Issuer shall not, and shall procure that no Subsidiary will, create or permit to subsist any security interest over any of its assets to secure any financial indebtedness other than in relation to the Notes, provided however that the Issuer and the Subsidiaries have the right to provide, prolong or renew any Permitted Security.

## **12.8 Loans and shareholder contributions**

12.8.1 The Issuer shall not be, and shall procure that no Operating Company will be, a creditor in respect of any future financial indebtedness unless the debtor under such arrangement is an Operating Company or, if the debtor is a Subsidiary which is not an Operating Company, such loan is granted as part of the investment in such Subsidiary in the ordinary course of the Group's business. Furthermore, the Issuer shall not make any shareholder contributions to any of its Subsidiaries unless made in the ordinary course of the Group's business.

## **12.9 Admission to trading**

12.9.1 The Issuer shall use its best efforts to ensure that the loan constituted by these Terms and Conditions and evidenced by the Notes is admitted to trading on the Regulated Market of NASDAQ OMX Stockholm within eighteen (18) months of issuance, and that it remains admitted or, if such admission to trading is not possible to obtain or maintain, admitted to trading on another Regulated Market.

12.9.2 Following an admission to trading, the Issuer shall take all actions on its part to maintain the admission as long as any Notes are outstanding, but not longer than up to and including the last day on which the admission to trading reasonably can, pursuant to the then applicable regulations of the Regulated Market and the CSD, subsist.

## **12.10 Undertakings relating to the Agency Agreement**

12.10.1 The Issuer shall, in accordance with the Agency Agreement:

- (a) pay fees to the Agent;
- (b) indemnify the Agent for costs, losses and liabilities;
- (c) furnish to the Agent all information requested by or otherwise required to be delivered to the Agent; and
- (d) not act in a way which would give the Agent a legal or contractual right to terminate the Agency Agreement.

12.10.2 The Issuer and the Agent shall not agree to amend any provisions of the Agency Agreement without the prior consent of the Noteholders (subject to Clause 19.1(a)).

## **13. Financial Undertakings**

### **13.1 Covenants**

The Issuer shall ensure as of the last day of each calendar quarter:

- (e) from and including 31 December 2017 to but excluding 31 December 2018, that the Net Debt to EBITDA Ratio is lower than 5.50:1.00;
- (f) from and including 31 December 2018 to but excluding 31 December 2019, that the Net Debt to EBITDA Ratio is lower than 3.50:1.00; and
- (g) from and including 31 December 2019 to but excluding the Final Maturity Date, that the Net Debt to EBITDA Ratio is lower than 3.00:1.00,

calculated in accordance with the calculation principles set out in Clause 13.2 (*Calculation Adjustments*).

13.1.1 The first test date will be 31 December 2017.

### **13.2 Calculation Adjustments**

13.2.1 Compliance with the Financial Undertakings shall be determined by reference to the most recent financial report prepared in accordance with the applicable Accounting Principles, *provided however that* such compliance shall be calculated and tested in each case on the basis of:

- (a) a market based exchange rate between the applicable currencies as published by the Swedish Central Bank (*Riksbanken*) on its website, including between DKK/SEK; and
- (b) the total aggregate nominal amount of Notes outstanding at the relevant test date, irrespective of any requirements in the Accounting Principles to the contrary.

13.2.2 Clause 13.2.1 shall also apply in respect of any other terms in these Terms and Conditions which require a ratio to be tested including any ratios based on Net Debt to EBITDA.

13.2.3 For the purpose of calculating the Net Debt to EBITDA Ratio (i) the transaction costs associated with the Acquisitions and (ii) any transaction costs associated with the issuance of the Notes shall be disregarded. EBITDA in relation to an acquired or disposed company shall be calculated on a *pro forma* basis as if such transaction had occurred on the first date of the relevant test period.

## **14. Acceleration of the Notes**

14.1 The Agent is entitled to, and shall following a demand in writing from a Noteholder (or Noteholders) representing at least twenty-five (25) per cent. of the Adjusted Nominal Amount (such demand may only be validly made by a person who is a Noteholder on the Business Day immediately following the day on which the demand is received by the Agent and shall, if made by several Noteholders, be made by them jointly) or following an instruction given pursuant to Clause 14.4, on behalf of the Noteholders (i) by notice to the Issuer, declare all, but not some only, of the outstanding Notes due and payable together with any other amounts payable under the Finance Documents, immediately or at such later date as the Agent determines, and (ii) exercise any or all of its rights, remedies, powers and discretions under the Finance Documents, if:

- (a) the Issuer does not pay on the due date any amount payable by it under the Finance Documents, unless the non-payment:
  - (i) is caused by technical or administrative error; and

- (ii) is remedied within five (5) Business Days from the due date;
  - (b) the Issuer does not comply with any terms or conditions of the Finance Documents to which it is a party (other than those terms referred to in paragraph (a) above), unless the non-compliance:
    - (i) is capable of remedy; and
    - (ii) is remedied within twenty (20) Business Days of the earlier of the Agent giving notice and the Issuer becoming aware of the non-compliance;
  - (c) the Terms and Conditions or any security document documenting the Transaction Security becomes invalid, ineffective or varied (other than in accordance with the provisions of the relevant document), and such invalidity, ineffectiveness or variation has a detrimental effect on the interests of the Noteholders;
  - (d) any party to the Intercreditor Agreement (other than the Agent) fails to comply with any of its obligations under the Intercreditor Agreement or the Intercreditor Agreement ceases to be binding on upon any such party for whatever reason;
  - (e) any Group Company is, or is deemed for the purposes of any applicable law to be, insolvent, other than as a result of a merger or solvent liquidation as permitted under Clause 12.5 (*Mergers*) above;
  - (f) any attachment, sequestration, distress or execution, or any analogous process in any jurisdiction, affects any asset of a Group Company and is not discharged within thirty (30) Business Days;
  - (g) any failure by the Company to comply with an undertaking designated as a condition subsequent under "*Conditions Subsequent*" in the notice of written procedure dated 1 December 2016 issued by the Agent at the request of the Company in relation to the Notes; or
  - (h) any financial indebtedness of any Group Company is not paid when due nor within any originally applicable grace period, or is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described) provided that no Event of Default shall be deemed to have occurred under this section (h) unless the aggregate amount of financial indebtedness in question does not exceed SEK 10,000,000 (or its equivalent in any other currency or currencies) and provided that it does not apply to any financial indebtedness owed to another Group Company.
- 14.2 The Agent may not accelerate the Notes in accordance with Clause 14.1 by reference to a specific Event of Default if it is no longer continuing or if it has been decided, on a Noteholders Meeting or by way of a Written Procedure, to waive such Event of Default (temporarily or permanently).
- 14.3 The Agent shall notify the Noteholders of an Event of Default within five (5) Business Days of the date on which the Agent received actual knowledge of that an Event of Default has occurred and is continuing. The Agent shall, within twenty (20) Business Days of the date on which the Agent received actual knowledge of that an Event of Default has occurred and is continuing, decide if the Notes shall be so accelerated. If the Agent decides not to accelerate the Notes, the Agent shall promptly seek instructions from the Noteholders in accordance with Clause 16 (*Decisions by Noteholders*). The Agent shall always be entitled to take the time necessary to consider whether an occurred event constitutes an Event of Default.
- 14.4 If the Noteholders instruct the Agent to accelerate the Notes, the Agent shall promptly declare the Notes due and payable and take such actions as may, in the opinion of the

Agent, be necessary or desirable to enforce the rights of the Noteholders under the Finance Documents, unless the relevant Event of Default is no longer continuing.

- 14.5 If the right to accelerate the Notes is based upon a decision of a court of law or a government authority, it is not necessary that the decision has become enforceable under law or that the period of appeal has expired in order for cause of acceleration to be deemed to exist.
- 14.6 In the event of an acceleration of the Notes in accordance with this Clause 14, the Issuer shall redeem all Notes becoming due and payable prior to the First Call Date at an amount per Note equal to 105.00 per cent. of the Nominal Amount and, if the Notes are accelerated on or after the First Call Date, at the applicable Call Option Amount.

## **15. Distribution of Proceeds**

15.1 All payments by the Issuer relating to the Notes and the Finance Documents following an acceleration of the Notes in accordance with Clause 14 (*Acceleration of the Notes*) and any proceeds received from an enforcement of the Transaction Security shall be distributed in the following order of priority, in accordance with the instructions of the Agent:

- (a) *first*, in or towards payment *pro rata* of (i) all unpaid fees, costs, expenses and indemnities payable by the Issuer to the Agent in accordance with the Agency Agreement (other than any indemnity given for liability against the Noteholders), (ii) other costs, expenses and indemnities relating to the acceleration of the Notes, the enforcement of the Transaction Security or the protection of the Noteholders' rights as may have been incurred by the Agent, (iii) any costs incurred by the Agent for external experts that have not been reimbursed by the Issuer in accordance with Clause 20.2.5, and (iv) any costs and expenses incurred by the Agent in relation to a Noteholders' Meeting or a Written Procedure that have not been reimbursed by the Issuer in accordance with Clause 16.13;
- (b) *secondly*, in or towards payment *pro rata* of accrued but unpaid Interest under the Notes (Interest due on an earlier Interest Payment Date to be paid before any Interest due on a later Interest Payment Date);
- (c) *thirdly*, in or towards payment *pro rata* of any unpaid principal under the Notes; and
- (d) *fourthly*, in or towards payment *pro rata* of any other costs or outstanding amounts unpaid under the Finance Documents.

Any excess funds after the application of proceeds in accordance with paragraphs (a) to (d) above shall be paid to the Issuer.

- 15.2 If a Noteholder or another party has paid any fees, costs, expenses or indemnities referred to in Clause 15.1(a), such Noteholder or other party shall be entitled to reimbursement by way of a corresponding distribution in accordance with Clause 15.1(a).
- 15.3 Funds that the Agent receives (directly or indirectly) in connection with the acceleration of the Notes or the enforcement of the Transaction Security constitute escrow funds (*redovisningsmedel*) and must be held on a separate interest-bearing account on behalf of the Noteholders and the other interested parties. The Agent shall arrange for payments of such funds in accordance with this Clause 15 as soon as reasonably practicable.
- 15.4 If the Issuer or the Agent shall make any payment under this Clause 15, the Issuer or the Agent, as applicable, shall notify the Noteholders of any such payment at least fifteen (15) Business Days before the payment is made. Such notice shall specify the Record Date, the payment date and the amount to be paid. Notwithstanding the foregoing, for any Interest due but unpaid the Record Date specified in Clause 7.1 shall apply.

## 16. Decisions by Noteholders

- 16.1 A request by the Agent for a decision by the Noteholders on a matter relating to the Finance Documents shall (at the option of the Agent) be dealt with at a Noteholders' Meeting or by way of a Written Procedure.
- 16.2 Any request from the Issuer or a Noteholder (or Noteholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount (such request may only be validly made by a person who is a Noteholder on the Business Day immediately following the day on which the request is received by the Agent and shall, if made by several Noteholders, be made by them jointly) for a decision by the Noteholders on a matter relating to the Finance Documents shall be directed to the Agent and dealt with at a Noteholders' Meeting or by way a Written Procedure, as determined by the Agent. The person requesting the decision may suggest the form for decision making, but if it is in the Agent's opinion more appropriate that a matter is dealt with at a Noteholders' Meeting than by way of a Written Procedure, it shall be dealt with at a Noteholders' Meeting.
- 16.3 The Agent may refrain from convening a Noteholders' Meeting or instigating a Written Procedure if (i) the suggested decision must be approved by any person in addition to the Noteholders and such person has informed the Agent that an approval will not be given, or (ii) the suggested decision is not in accordance with applicable laws.
- 16.4 Only a person who is, or who has been provided with a power of attorney pursuant to Clause 6 (*Right to act on behalf of a Noteholder*) from a person who is, registered as a Noteholder:
- (a) on the Record Date prior to the date of the Noteholders' Meeting, in respect of a Noteholders' Meeting, or
  - (b) on the Business Day specified in the communication pursuant to Clause 18.3, in respect of a Written Procedure,
- may exercise voting rights as a Noteholder at such Noteholders' Meeting or in such Written Procedure, provided that the relevant Notes are included in the definition of Adjusted Nominal Amount.
- 16.5 The following matters shall require the consent of Noteholders representing at least eighty (80) per cent. of the Adjusted Nominal Amount for which Noteholders are voting at a Noteholders' Meeting or for which Noteholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 18.3:
- (a) a change to the terms of any of Clause 2.1, and Clauses 2.4 to 2.6;
  - (b) a reduction of the premium payable upon the redemption or repurchase of any Note pursuant to Clause 9 (*Redemption and repurchase of the Notes*);
  - (c) a change to the Interest Rate or the Nominal Amount;
  - (d) a change to the terms for the distribution of proceeds set out in Clause 15 (*Distribution of proceeds*);
  - (e) a change to the terms dealing with the requirements for Noteholders' consent set out in this Clause 16;
  - (f) a change of issuer, an extension of the tenor of the Notes or any delay of the due date for payment of any principal or interest on the Notes;
  - (g) a release of the Transaction Security, except in accordance with the terms of the Security Documents;

- (h) a mandatory exchange of the Notes for other securities; and
  - (i) early redemption of the Notes, other than upon an acceleration of the Notes pursuant to Clause 14 (*Acceleration of the Notes*) or as otherwise permitted or required by these Terms and Conditions.
- 16.6 Any matter not covered by Clause 16.5 shall require the consent of Noteholders representing more than fifty (50) per cent. of the Adjusted Nominal Amount for which Noteholders are voting at a Noteholders' Meeting or for which Noteholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 18.3. This includes, but is not limited to, any amendment to, or waiver of, the terms of any Finance Document that does not require a higher majority (other than an amendment permitted pursuant to Clause 19.1(a) or (b)), an acceleration of the Notes, or the enforcement of any Transaction Security.
- 16.7 Quorum at a Noteholders' Meeting or in respect of a Written Procedure only exists if a Noteholder (or Noteholders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount in case of a matter pursuant to Clause 16.5, and otherwise twenty (20) per cent. of the Adjusted Nominal Amount:
  - (a) if at a Noteholders' Meeting, attend the meeting in person or by telephone conference (or appear through duly authorised representatives); or
  - (b) if in respect of a Written Procedure, reply to the request.
- 16.8 If a quorum does not exist at a Noteholders' Meeting or in respect of a Written Procedure, the Agent or the Issuer shall convene a second Noteholders' Meeting (in accordance with Clause 17.1) or initiate a second Written Procedure (in accordance with Clause 18.1), as the case may be, provided that the relevant proposal has not been withdrawn by the person(s) who initiated the procedure for Noteholders' consent. The quorum requirement in Clause 16.7 shall not apply to such second Noteholders' Meeting or Written Procedure.
- 16.9 Any decision which extends or increases the obligations of the Issuer or the Agent, or limits, reduces or extinguishes the rights or benefits of the Issuer or the Agent, under the Finance Documents shall be subject to the Issuer's or the Agent's consent, as appropriate.
- 16.10 A Noteholder holding more than one Note need not use all its votes or cast all the votes to which it is entitled in the same way and may in its discretion use or cast some of its votes only.
- 16.11 The Issuer may not, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Noteholder for or as inducement to any consent under these Terms and Conditions, unless such consideration is offered to all Noteholders that consent at the relevant Noteholders' Meeting or in a Written Procedure within the time period stipulated for the consideration to be payable or the time period for replies in the Written Procedure, as the case may be.
- 16.12 A matter decided at a duly convened and held Noteholders' Meeting or by way of Written Procedure is binding on all Noteholders, irrespective of them being present or represented at the Noteholders' Meeting or responding in the Written Procedure. The Noteholders that have not adopted or voted for a decision shall not be liable for any damages that this may cause other Noteholders.
- 16.13 All costs and expenses incurred by the Issuer or the Agent for the purpose of convening a Noteholders' Meeting or for the purpose of carrying out a Written Procedure, including reasonable fees to the Agent, shall be paid by the Issuer.
- 16.14 If a decision shall be taken by the Noteholders on a matter relating to the Finance Documents, the Issuer shall promptly at the request of the Agent provide the Agent with a certificate specifying the number of Notes owned by Group Companies or (to the

knowledge of the Issuer) Affiliates, irrespective of whether such person is directly registered as owner of such Notes. The Agent shall not be responsible for the accuracy of such certificate or otherwise be responsible to determine whether a Note is owned by a Group Company or an Affiliate.

- 16.15 Information about decisions taken at a Noteholders' Meeting or by way of a Written Procedure shall promptly be sent by notice to the Noteholders and published on the websites of the Issuer and the Agent, provided that a failure to do so shall not invalidate any decision made or voting result achieved. The minutes from the relevant Noteholders' Meeting or Written Procedure shall at the request of a Noteholder be sent to it by the Issuer or the Agent, as applicable.

## **17. Noteholders' Meeting**

- 17.1 The Agent shall convene a Noteholders' Meeting by sending a notice thereof to each Noteholder no later than five (5) Business Days after receipt of a request from the Issuer or the Noteholder(s) (or such later date as may be necessary for technical or administrative reasons).
- 17.2 Should the Issuer want to replace the Agent, it may convene a Noteholders' Meeting in accordance with Clause 17.1 with a copy to the Agent. After a request from the Noteholders pursuant to Clause 20.4.3, the Issuer shall no later than five (5) Business Days after receipt of such request (or such later date as may be necessary for technical or administrative reasons) convene a Noteholders' Meeting in accordance with Clause 17.1.
- 17.3 The notice pursuant to Clause 17.1 shall include (i) time for the meeting, (ii) place for the meeting, (iii) agenda for the meeting (including each request for a decision by the Noteholders) and (iv) a form of power of attorney. Only matters that have been included in the notice may be resolved upon at the Noteholders' Meeting. Should prior notification by the Noteholders be required in order to attend the Noteholders' Meeting, such requirement shall be included in the notice.
- 17.4 The Noteholders' Meeting shall be held no earlier than fifteen (15) Business Days and no later than thirty (30) Business Days from date of the notice.
- 17.5 Without amending or varying these Terms and Conditions, the Agent may prescribe such further regulations regarding the convening and holding of a Noteholders' Meeting as the Agent may deem appropriate. Such regulations may include a possibility for Noteholders to vote without attending the meeting in person.

## **18. Written Procedure**

- 18.1 The Agent shall instigate a Written Procedure no later than five (5) Business Days after receipt of a request from the Issuer or the Noteholder(s) (or such later date as may be necessary for technical or administrative reasons) by sending a communication to each such person who is registered as a Noteholder on the Record Date prior to the date on which the communication is sent.
- 18.2 Should the Issuer want to replace the Agent, it may send a communication in accordance with Clause 18.1 to each Noteholder with a copy to the Agent.
- 18.3 A communication pursuant to Clause 18.1 shall include (i) each request for a decision by the Noteholders, (ii) a description of the reasons for each request, (iii) a specification of the Business Day on which a person must be registered as a Noteholder in order to be entitled to exercise voting rights, (iv) instructions and directions on where to receive a form for replying to the request (such form to include an option to vote yes or no for each request) as well as a form of power of attorney, and (v) the stipulated time period within which the Noteholder must reply to the request (such time period to last at least fifteen (15) Business

Days from the date of the communication pursuant to Clause 18.1). If the voting shall be made electronically, instructions for such voting shall be included in the communication.

- 18.4 When the requisite majority consents of the total Adjusted Nominal Amount pursuant to Clauses 16.5 and 16.6 have been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clause 16.5 or 16.6, as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

## **19. Amendments and Waivers**

- 19.1 The Issuer and the Agent (acting on behalf of the Noteholders) may agree to amend the Finance Documents or waive any provision in a Finance Document, provided that:

- (a) such amendment or waiver is not detrimental to the interest of the Noteholders, or is made solely for the purpose of rectifying obvious errors and mistakes;
- (b) such amendment or waiver is required by applicable law, a court ruling or a decision by a relevant authority; or
- (c) such amendment or waiver has been duly approved by the Noteholders in accordance with Clause 16 (*Decisions by Noteholders*).

- 19.2 The consent of the Noteholders is not necessary to approve the particular form of any amendment to the Finance Documents. It is sufficient if such consent approves the substance of the amendment.

- 19.3 The Agent shall promptly notify the Noteholders of any amendments or waivers made in accordance with Clause 19.1, setting out the date from which the amendment or waiver will be effective, and ensure that any amendments to the Finance Documents are published in the manner stipulated in Clause 11.3 (*Publication of Finance Documents*). The Issuer shall ensure that any amendments to the Finance Documents are duly registered with the CSD and each other relevant organisation or authority.

- 19.4 An amendment to the Finance Documents shall take effect on the date determined by the Noteholders' Meeting, in the Written Procedure or by the Agent, as the case may be.

## **20. Appointment and Replacement of the Agent**

### **20.1 Appointment of Agent**

- 20.1.1 By subscribing for Notes, each initial Noteholder appoints the Agent to act as its agent in all matters relating to the Notes and the Finance Documents, and authorises the Agent to act on its behalf (without first having to obtain its consent, unless such consent is specifically required by these Terms and Conditions) in any legal or arbitration proceedings relating to the Notes held by such Noteholder including any legal or arbitration proceeding relating to the perfection, preservation, protection or enforcement of the Transaction Security. By acquiring Notes, each subsequent Noteholder confirms such appointment and authorisation for the Agent to act on its behalf.

- 20.1.2 Each Noteholder shall immediately upon request provide the Agent with any such documents, including a written power of attorney (in form and substance satisfactory to the Agent), that the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents. The Agent is under no obligation to represent a Noteholder which does not comply with such request.

- 20.1.3 The Issuer shall promptly upon request provide the Agent with any documents and other assistance (in form and substance satisfactory to the Agent), that the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents.



- 20.1.4 The Agent is entitled to fees for its work and to be indemnified for costs, losses and liabilities on the terms set out in the Finance Documents and the Agency Agreement and the Agent's obligations as Agent under the Finance Documents are conditional upon the due payment of such fees and indemnifications.
- 20.1.5 The Agent may act as agent or trustee for several issues of securities issued by or relating to the Issuer and other Group Companies notwithstanding potential conflicts of interest.
- 20.1.6 The Agent is appointed in accordance with the requirements of the laws of the Kingdom of Sweden and the Kingdom of Denmark.

## **20.2 Duties of the Agent**

- 20.2.1 The Agent shall represent the Noteholders in accordance with the Finance Documents, including, *inter alia*, holding the Transaction Security pursuant to the Security Documents on behalf of the Noteholders and, where relevant, enforcing the Transaction Security on behalf of the Noteholders. Except as specified in Clause 4 (*Conditions for disbursement*), the Agent is not responsible for the execution or enforceability of the Finance Documents or the perfection of the Transaction Security.
- 20.2.2 When acting in accordance with the Finance Documents, the Agent is always acting with binding effect on behalf of the Noteholders. The Agent shall carry out its duties under the Finance Documents in a reasonable, proficient and professional manner, with reasonable care and skill.
- 20.2.3 The Agent is entitled to delegate its duties to other professional parties, but the Agent shall remain liable for the actions of such parties under the Finance Documents.
- 20.2.4 The Agent shall treat all Noteholders equally and, when acting pursuant to the Finance Documents, act with regard only to the interests of the Noteholders and shall not be required to have regard to the interests or to act upon or comply with any direction or request of any other person, other than as explicitly stated in the Finance Documents.
- 20.2.5 The Agent is entitled to engage external experts when carrying out its duties under the Finance Documents. The Issuer shall on demand by the Agent pay all costs for external experts engaged after the occurrence of an Event of Default, or for the purpose of investigating or considering (i) an event which the Agent reasonably believes is or may lead to an Event of Default or (ii) a matter relating to the Issuer or the Transaction Security which the Agent reasonably believes may be detrimental to the interests of the Noteholders under the Finance Documents. Any compensation for damages or other recoveries received by the Agent from external experts engaged by it for the purpose of carrying out its duties under the Finance Documents shall be distributed in accordance with Clause 15 (*Distribution of proceeds*).
- 20.2.6 Notwithstanding any other provision of the Finance Documents to the contrary, the Agent is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation.
- 20.2.7 If in the Agent's reasonable opinion the cost, loss or liability which it may incur (including reasonable fees to the Agent) in complying with instructions of the Noteholders, or taking any action at its own initiative, will not be covered by the Issuer, the Agent may refrain from acting in accordance with such instructions, or taking such action, until it has received such funding or indemnities (or adequate Security has been provided therefore) as it may reasonably require.
- 20.2.8 The Agent shall give a notice to the Noteholders (i) before it ceases to perform its obligations under the Finance Documents by reason of the non-payment by the Issuer of any fee or indemnity due to the Agent under the Finance Documents or the Agency Agreement or (ii) if it refrains from acting for any reason described in Clause 20.2.7.

20.2.9 The Agent shall make reasonable efforts to be publicly registered in the Danish Financial Services Authority's register of bondholder representatives.

### **20.3 Limited liability for the Agent**

20.3.1 The Agent will not be liable to the Noteholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct. The Agent shall never be responsible for indirect loss.

20.3.2 The Agent shall not be considered to have acted negligently if it has acted in accordance with advice from or opinions of reputable external experts engaged by the Agent or if the Agent has acted with reasonable care in a situation when the Agent considers that it is detrimental to the interests of the Noteholders to delay the action in order to first obtain instructions from the Noteholders.

20.3.3 The Agent shall not be liable for any delay (or any related consequences) in crediting an account with an amount required pursuant to the Finance Documents to be paid by the Agent to the Noteholders, provided that the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.

20.3.4 The Agent shall have no liability to the Noteholders for damage caused by the Agent acting in accordance with instructions of the Noteholders given in accordance with Clause 16 (*Decisions by Noteholders*) or a demand by Noteholders given pursuant to Clause 14.1.

20.3.5 Any liability towards the Issuer which is incurred by the Agent in acting under, or in relation to, the Finance Documents shall not be subject to set-off against the obligations of the Issuer to the Noteholders under the Finance Documents.

### **20.4 Replacement of the Agent**

20.4.1 Subject to Clause 20.4.6, the Agent may resign by giving notice to the Issuer and the Noteholders, in which case the Noteholders shall appoint a successor Agent at a Noteholders' Meeting convened by the retiring Agent or by way of Written Procedure initiated by the retiring Agent.

20.4.2 Subject to Clause 20.4.6, if the Agent is insolvent, the Agent shall be deemed to resign as Agent and the Issuer shall within ten (10) Business Days appoint a successor Agent which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.

20.4.3 A Noteholder (or Noteholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount may, by notice to the Issuer (such notice may only be validly given by a person who is a Noteholder on the Business Day immediately following the day on which the notice is received by the Issuer and shall, if given by several Noteholders, be given by them jointly), require that a Noteholders' Meeting is held for the purpose of dismissing the Agent and appointing a new Agent. The Issuer may, at a Noteholders' Meeting convened by it or by way of Written Procedure initiated by it, propose to the Noteholders that the Agent be dismissed and a new Agent appointed.

20.4.4 If the Noteholders have not appointed a successor Agent within ninety (90) days after (i) the earlier of the notice of resignation was given or the resignation otherwise took place or (ii) the Agent was dismissed through a decision by the Noteholders, the Issuer shall appoint a successor Agent which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.

20.4.5 The retiring Agent shall, at its own cost, make available to the successor Agent such documents and records and provide such assistance as the successor Agent may

reasonably request for the purposes of performing its functions as Agent under the Finance Documents.

- 20.4.6 The Agent's resignation or dismissal shall only take effect upon the appointment of a successor Agent and acceptance by such successor Agent of such appointment and the execution of all necessary documentation to effectively substitute the retiring Agent.
- 20.4.7 Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents but shall remain entitled to the benefit of the Finance Documents and remain liable under the Finance Documents in respect of any action which it took or failed to take whilst acting as Agent. Its successor, the Issuer and each of the Noteholders shall have the same rights and obligations amongst themselves under the Finance Documents as they would have had if such successor had been the original Agent.
- 20.4.8 In the event that there is a change of the Agent in accordance with this Clause 20.4, the Issuer shall execute such documents and take such actions as the new Agent may reasonably require for the purpose of vesting in such new Agent the rights, powers and obligation of the Agent and releasing the retiring Agent from its further obligations under the Finance Documents and the Agency Agreement. Unless the Issuer and the new Agent agrees otherwise, the new Agent shall be entitled to the same fees and the same indemnities as the retiring Agent.

## **21. Appointment and Replacement of the Issuing Agent**

- 21.1 The Issuer appoints the Issuing Agent to manage certain specified tasks under these Terms and Conditions and in accordance with the legislation, rules and regulations applicable to and/or issued by the CSD and relating to the Notes.
- 21.2 The Issuing Agent may retire from its assignment or be dismissed by the Issuer, provided that the Issuer has approved that a commercial bank or securities institution approved by the CSD accedes as new Issuing Agent at the same time as the old Issuing Agent retires or is dismissed. If the Issuing Agent is insolvent, the Issuer shall immediately appoint a new Issuing Agent, which shall replace the old Issuing Agent as issuing agent in accordance with these Terms and Conditions.

## **22. No Direct Actions by Noteholders**

- 22.1 A Noteholder may not take any steps whatsoever against the Issuer or with respect to the Transaction Security to enforce or recover any amount due or owing to it pursuant to the Finance Documents, or to initiate, support or procure the winding-up, dissolution, liquidation, company reorganisation (*företagsrekonstruktion*) or bankruptcy (*konkurs*) (or its equivalent in any other jurisdiction) of the Issuer in relation to any of the liabilities of the Issuer under the Finance Documents.
- 22.2 Clause 22.1 shall not apply if the Agent has been instructed by the Noteholders in accordance with the Finance Documents to take certain actions but fails for any reason to take, or is unable to take (for any reason other than a failure by a Noteholder to provide documents in accordance with Clause 20.1.2), such actions within a reasonable period of time and such failure or inability is continuing. However, if the failure to take certain actions is caused by the non-payment by the Issuer of any fee or indemnity due to the Agent under the Finance Documents or the Agency Agreement or by any reason described in Clause 20.2.7, such failure must continue for at least forty (40) Business Days after notice pursuant to Clause 20.2.8 before a Noteholder may take any action referred to in Clause 22.1.
- 22.3 The provisions of Clause 22.1 shall not in any way limit an individual Noteholder's right to claim and enforce payments which are due to it under Clause 9.5 (*Mandatory repurchase due to a Change of Control Event*) or other payments which are due by the Issuer to some but not all Noteholders.

## **23. Prescription**

- 23.1 The right to receive repayment of the principal of the Notes shall be prescribed and become void ten (10) years from the Redemption Date. The right to receive payment of interest (excluding any capitalised interest) shall be prescribed and become void three (3) years from the relevant due date for payment. The Issuer is entitled to any funds set aside for payments in respect of which the Noteholders' right to receive payment has been prescribed and has become void.
- 23.2 If a limitation period is duly interrupted in accordance with the Swedish Act on Limitations (*preskriptionslag (1981:130)*), a new limitation period of ten (10) years with respect to the right to receive repayment of the principal of the Notes, and of three (3) years with respect to receive payment of interest (excluding capitalised interest) will commence, in both cases calculated from the date of interruption of the limitation period, as such date is determined pursuant to the provisions of the Swedish Act on Limitations.

## **24. Notices and Press Releases**

### **24.1 Notices**

- 24.1.1 Any notice or other communication to be made under or in connection with the Finance Documents:
- (a) if to the Agent, shall be given at the address registered with the Swedish Companies Registration Office (*Bolagsverket*) on the Business Day prior to dispatch;
  - (b) if to the Issuer, shall be given at the address Telecare Service Holding A/S, Att. CEO, Sydmarken 32 f, 2., 2860 Søborg, Denmark; and
  - (c) if to the Noteholders, shall be given at their addresses as registered with the CSD, on the Record Date prior to dispatch, and by either courier delivery or letter for all Noteholders. A Notice to the Noteholders shall also be published on the websites of the Issuer and the Agent.
- 24.1.2 Any notice or other communication made by one person to another under or in connection with the Finance Documents shall be sent by way of courier, personal delivery or letter and will only be effective, in case of courier or personal delivery, when it has been left at the address specified in Clause 24.1.1 or, in case of letter, three (3) Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 24.1.1.
- 24.1.3 Failure to send a notice or other communication to a Noteholder or any defect in it shall not affect its sufficiency with respect to other Noteholders.

### **24.2 Press releases**

- 24.2.1 Any notice that the Issuer or the Agent shall send to the Noteholders pursuant to Clauses 9.3 (*Voluntary total redemption (Call option)*), 9.4 (*Early redemption due to illegality or Acquisition failure*), 11.1.2, 14.3, 16.15, 17.1, 18.1 and 19.3 shall also be published by way of press release by the Issuer or the Agent, as applicable.
- 24.2.2 In addition to Clause 24.2.1, if any information relating to the Notes, the Issuer or the Group contained in a notice the Agent may send to the Noteholders under these Terms and Conditions has not already been made public by way of a press release, the Agent shall before it sends such information to the Noteholders give the Issuer the opportunity to issue a press release containing such information. If the Issuer does not promptly issue a press release and the Agent considers it necessary to issue a press release containing such information before it can lawfully send a notice containing such information to the Noteholders, the Agent shall be entitled to issue such press release.

## **25. Force Majeure and Limitation of Liability**

- 25.1 Neither the Agent nor the Issuing Agent shall be held responsible for any damage arising out of any legal enactment, or any measure taken by a public authority, or war, strike, lockout, boycott, blockade or any other similar circumstance (a “**Force Majeure Event**”). The reservation in respect of strikes, lockouts, boycotts and blockades applies even if the Agent or the Issuing Agent itself takes such measures, or is subject to such measures.
- 25.2 The Issuing Agent shall have no liability to the Noteholders if it has observed reasonable care. The Issuing Agent shall never be responsible for indirect damage with exception of gross negligence and wilful misconduct.
- 25.3 Should a Force Majeure Event arise which prevents the Agent or the Issuing Agent from taking any action required to comply with these Terms and Conditions, such action may be postponed until the obstacle has been removed.
- 25.4 The provisions in this Clause 25 apply unless they are inconsistent with the provisions of the Financial Instruments Accounts Act which provisions shall take precedence.

## **26. Governing Law and Jurisdiction**

- 26.1 These Terms and Conditions, and any non-contractual obligations arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of Sweden, with the exception of Clause 20.1.6 and Clause 20.2.9.
- 26.2 The Issuer submits to the non-exclusive jurisdiction of the City Court of Stockholm (*Stockholms tingsrätt*).

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We hereby certify that the above terms and conditions are binding upon ourselves.

Place:

Date:

**MOBYLIFE HOLDING A/S**  
as Issuer

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Name:

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We hereby undertake to act in accordance with the above terms and conditions to the extent they refer to us.

Place:

Date:

**INTERTRUST (SWEDEN) AB**  
as Agent

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Name: