

**TERMS AND CONDITIONS FOR SECURED CONVERTIBLE DEBENTURES ISSUED BY
ENDOMINES AB (PUBL)**

§ 1 Definitions

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

"Share"	<i>a share in the Company;</i>
"Central Securities Depository Company"	<i>a company whose articles of association contain an article stating that the company's shares must be registered in a central securities depository register and whose shares are registered through Euroclear;</i>
"Central Securities Depository Account"	<i>an account with Euroclear for registering such financial instruments as referred to in the Swedish Financial Instruments Accounting Act (1998:1479);</i>
"Banking Day"	<i>any day in Sweden which is not a Sunday or other public holiday, or which, with respect to payment of notes, is not equated with a public holiday in Sweden;</i>
"Company"	<i>Endomines AB (publ), reg. no. 556694-2974;</i>
"Euroclear"	<i>Euroclear Sweden AB;</i>
"Holder"	<i>the person who is a holder of a Convertible Debenture with a right of Conversion of the claim for new Shares (certain person);</i>
"Conversion"	<i>exchange of Convertible Debentures for new Shares;</i>
"Conversion Price"	<i>the price at which Conversion may take place;</i>
"Convertible Debenture"	<i>claim with a right of Conversion for new Shares;</i>
"Convertible Debenture Certificate"	<i>a certificate which is linked to a certain number of Convertible Debentures;</i>
"Loan"	<i>SEK 170,826,528; and</i>
"Marketplace"	<i>Nasdaq Stockholm or another equivalent regulated market.</i>
"Pledge Agreement"	<i>the Pledge Agreement dated in February, 2018, executed by and between the Company and the Holder, pledging the Company's interest in the Membership Interest of TVL Gold Idaho, LLC, a Delaware limited liability company as security for the payment of the Convertible Notes</i>

§ 2 Loan, payment undertaking and subordination

The Loan amounts to SEK 170,826,528. The nominal amount of the Convertible Debentures is SEK 1 or multiples thereof.

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

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

The Company undertakes liability to make payment to the Holder pursuant to these terms and conditions.

In the event of bankruptcy or liquidation of the Company, the convertible debentures will entitle to payment from the Company's assets after the Company's unsubordinated obligations and pari passu with other subordinated obligations, which are not expressly subordinated to this loan. For the sake of clarity, this subordination does not adversely affect the enforcement and other rights the Holder has under the Pledge Agreement, to the extent the Pledge Agreement has not been terminated or the pledge released.

§ 3 Term, interest and payments

The Loan shall become due through Conversion on 31 March 2020 at the latest, as set out in section 5 below.

The outstanding Convertible Debenture carries an annual interest rate of 10.0 per cent from and including 10 December 2019 and up until Conversion occurs. The annual interest rate shall be calculated based on the exact number of days elapsed on a 360 days/year basis. The interest shall become due on Conversion. In addition, the interest accrued on any part of the Convertible Debenture which is Converted is calculated pro rata to, and paid (as set below), when such part of the Convertible Debenture is Converted.

The Company shall pay the interest to the Holder within 15 days from the respective interest due date as set out above.

The interest shall be paid in cash.

§ 4 Transferability

The Convertible Debentures may not be transferred without the prior written consent of the Company, which consent shall not be unreasonably withheld. The Company is not obligated, but entitled, to Convert a Convertible Debenture held by any other than the original Holder. The Holder is only entitled to transfer the Convertible Debentures by the prior written approval of the Company.

§ 5 Conversion

The Convertible Debentures shall be converted into Shares on the terms set out in this § 5:

- (a) Conversion shall be made of 50 per cent of the Loan into new Shares in the Company at a Conversion Price of SEK 5.85, three Banking days after these terms have been registered with the Swedish Companies Registration Office.

- (b) Conversion shall be made of the remaining 50 per cent of the Loan into new Shares in the Company at a Conversion Price of SEK 6.00 on 31 March 2020, by the latest.

Accordingly, one new Share in the Company shall be received for each full amount corresponding to the applicable Conversion Price of the total nominal amount of the Convertible Debentures that the Holder wishes to convert at any one time. If this amount is not equally divisible by the Conversion Price, the excess amount shall be paid in cash on the maturity date of the loan. The Conversion Price may be recalculated in the cases set forth in section 9 below.

Conversion is binding and may not be revoked by the Holder.

§ 6 Demand for Conversion

The following shall apply for such time as the Company is a Central Securities Depository Company and the Convertible Debenture is registered on a Central Securities Depository Account. Upon Conversion, a completed application form in the established form must be submitted to the Company or an account operator designated by the Company in respect of registration measures.

In the event the Company is not a Central Securities Depository Company or the Convertible Debenture is not registered on a Central Securities Depository Account, Conversion may be exercised through a written application for Conversion to the Company, stating the amount to be Converted. Upon Conversion, the Holder shall, where applicable, surrender corresponding Convertible Debenture Certificates to the Company.

§ 7 Entry in the share register, etc.

Conversion shall be effected through the Company ensuring the interim registration of the new Shares on a Central Securities Depository Account. Following registration at the Swedish Companies Registration Office, the registration on a Central Securities Depository Account shall become final. As stated in section 9 below, in certain cases the date of such final registration on a Central Securities Depository Account may be postponed.

§ 8 Entitlement to dividends

Shares which are newly issued following Conversion shall carry an entitlement to participate in dividends for the first time on the next record date for dividends which occurs after Conversion is affected.

§ 9 Recalculation of Conversion Price, etc.

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

Recalculation according to the provisions in this section 9 shall under no circumstances cause the Conversion Price to be less than the quotient value of the Company's Shares.

A. Bonus issue

In the event the Company carries out a bonus issue, where Conversion takes place at such time that it cannot be effected by at least three weeks prior to the general meeting at which a bonus issue resolution is to be adopted, Conversion may be effected only after such a general meeting has adopted a resolution thereon. Shares which vest as a consequence of Conversion effected following the bonus issue resolution shall be the subject of interim registration on the central securities depository account, and accordingly

shall not be entitled to participate in the bonus issue. Conclusive registration on the central securities depository account shall take place only after the record date for the bonus issue.

In the event the Company is not a Central Securities Depository Company at the time a bonus issue resolution is adopted by the general meeting, Shares which vest as a consequence of Conversion effected through the new Shares being entered in the Company's share register as interim shares on the date of the general meeting's resolution, shall be entitled to participate in the bonus issue.

In the case of Conversion which is effected following a bonus issue resolution, a recalculated Conversion Price shall be applied.

The recalculation shall be made by the Company based on the following formula:

$$\text{recalculated Conversion Price} = \frac{\text{previous Conversion Price} \times \text{number of Shares prior to the bonus issue}}{\text{number of Shares after the bonus issue}}$$

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

B. Reverse share split or share split

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

C. New issue of Shares

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

1. Where a new issue resolution is adopted by the Company's board of directors subject to approval by the general meeting or pursuant to authorisation granted by the general meeting, the resolution and, where applicable, the notice to the shareholders referred to in Chapter 13, section 12 of the Companies Act, shall state the latest date by which Conversion must be effected in order that Shares which vest as a consequence of Conversion shall carry an entitlement to participate in the new issue.
2. Where the general meeting adopts a new issue resolution, in the event a demand for Conversion is made at such a time that the Conversion cannot be effected by at least three weeks prior to the general meeting which adopts the new issue resolution, Conversion shall only be effected after the Company has carried out a recalculation. Shares which vest as a consequence of such Conversion shall be the subject of interim registration on the central security depository account, and consequently shall not be entitled to participate in the new issue. Conclusive registration on the central securities depository account shall take place only after the record date for the new issue.

In the case of Conversion which is effected at such time that there is no entitlement to participate in the new issue, a recalculated Conversion Price shall be applied.

The recalculation shall be made by the Company based on the following formula:

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

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

The theoretical value of the subscription right shall be calculated based on the following formula:

$$\text{value of the subscription right} = \frac{\text{the maximum number of new Shares which may be issued pursuant to the new issue resolution} \times \text{the Share's average price less the subscription price for the new Share}}{\text{the number of Shares prior to adoption of the new issue resolution}}$$

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

A recalculated Conversion Price in accordance with the provisions above shall be determined by the Company two Banking Days after the expiry of the subscription period and shall be applied to Conversions effected thereafter.

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

During the period pending determination of a recalculated Conversion Price, Conversion shall be effected only on a preliminary basis, whereupon the number of Shares to which each Convertible Debenture carries an entitlement to Conversion prior to the recalculation shall be registered on an interim basis on the central securities depository account. In addition, it is specifically noted that, following recalculations, each Convertible Debenture may carry an entitlement to additional Shares and/or cash sums pursuant to section 4 above. Conclusive registration on the central securities depository account shall take place after the recalculation has been determined. In the event the Company is not a Central Securities Depository Company, Conversion shall be effected through the new Shares being entered in the share register as interim shares. After the recalculations have been determined, the new Shares shall be entered in the share register as shares.

D. Issue of convertible debentures or warrants

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

In the case of Conversion which is effected at such time that there is no entitlement to participate in the new issue, a recalculated Conversion Price shall be applied.

The recalculation shall be made by the Company based on the following formula:

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

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

The value of the subscription right shall be deemed to correspond to the mathematically calculated value following an adjustment for a new issue and taking into account the market value in accordance with the provisions of subsection C

A recalculated Conversion Price in accordance with the provisions above shall be determined by the Company two Banking Days after the expiry of the subscription period and shall be applied to Conversions effected thereafter.

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

The provisions of subsection C, final paragraph above shall apply mutatis mutandis in respect of demands for Conversion which are made during the period until the recalculated Conversion Price is determined.

E. Offer to the shareholders in cases other than those referred to in A-D

In the event the Company, in circumstances other than those set forth in subsections A-D above, extends an offer to the shareholders to acquire securities or rights of any kind from the Company, in the event of Conversion which is made at such time that the Shares thereby received do not carry an entitlement to participate in the offer, a recalculated Conversion Price shall be applied. The aforesaid shall also apply where the Company resolves, in accordance with the aforementioned principles, to allot securities or rights to the shareholders without consideration.

The recalculation shall be made by the Company based on the following formula:

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

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

In the event the shareholders have received purchase rights and trading has taken place in such rights, the value of the right to participate in the offer shall be deemed to correspond to the Purchase Right Value. The Purchase Right Value shall, as far as possible, be determined based on the change in the market value of the Company's Shares which may be deemed to have arisen as a result of the offer.

In the event the shareholders have not received purchase rights, or trading in purchase rights has otherwise not taken place, the recalculation of the Conversion Price shall be made applying, as far as possible, the principles stated above, whereupon the value of the right to participate in the offer shall, as far as possible, be determined based on the change in the market value of the Company's Shares which may be deemed to have arisen as a result of the offer.

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

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

The provisions of subsection C, final paragraph above shall apply mutatis mutandis in respect of Conversion which are made during the period until the recalculated Conversion Price is determined.

F. New share issue or issue of convertible debentures or warrants

In the case of a new share issue or an issue of convertible debentures or warrants with pre-emption rights for the shareholders, in exchange for cash payment or payment by way of set-off or, with respect to warrants, without payment, the Company may decide to grant all Holders the same pre-emption rights as vest in the shareholders pursuant to the resolution. Notwithstanding that Conversion has not been effected, each Holder shall thereupon be deemed to be the owner of the number of Shares which the Holder would have received had Conversion been effected at the Conversion Price as applicable on the date on which the resolution regarding the issue was adopted. The fact that in certain cases the Holder could also have received a cash sum pursuant to section 5 above shall not carry any entitlement as far as concerns this matter.

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

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

G. Cash dividend to the shareholders

In the event of a cash dividend to the shareholders, entailing that the shareholders receive dividends which, together with other dividends paid out during same financial year, exceed 30 per cent of the existing Share's average price during a period of 25 trading days immediately prior to the day on which the board of directors of the Company publishes its intention to submit a proposal to the general meeting regarding such dividend, which in the event Conversion is demanded at such time that the Shares thereby received do not carry an entitlement to receive such dividend, a recalculated Conversion Price shall be applied. The recalculation shall be based on the part of the total dividend which exceeds 30 per cent of the Share's average price during the aforementioned period (extraordinary dividend).

The recalculation shall be carried out by the Company based on the following formula:

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

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

A recalculated Conversion Price shall be determined by the Company two Banking Days after the expiry of the period referred to above and shall be applied to Conversions effected thereafter.

In the event of the Company's Shares are not listed or traded on a Marketplace, and a resolution is adopted regarding a cash dividend to the shareholders entailing that the shareholders receive a dividend which, together with other dividends paid out during the same financial year, exceeds 30 per cent of the Company's value, in conjunction with applications for Conversion which take place at such time that the Shares thereby received do not carry an entitlement to receive such dividend, a recalculated Conversion Price shall be applied in accordance with this subsection G. The Company's value per share shall thereupon replace the Share's average price in the formula. The Company's value per share shall be determined by an independent valuer appointed by the Company. The recalculation shall thus be based on the the part of the aggregate dividend exceeding 30 per cent of the Company's value referred to above (extraordinary dividend).

In conjunction with Conversion which is effected during the period pending determination of a recalculated Conversion Price, the provisions of subsection C, final paragraph above shall apply mutatis mutandis.

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

In the case of a reduction in the share capital with repayment to the shareholders, a recalculated Conversion Price shall be applied.

The recalculation shall be carried out by the Company based on the following formula:

$$\text{recalculated Conversion Price} = \frac{\text{previous Conversion Price} \times \text{the Share's average listed price during a period of 25 trading days calculated commencing the day on which the Shares were listed without the right to participate in the repayment (the Share's average price)}}{\text{the Share's average price increase by the amount repaid per Share}}$$

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

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

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

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

The recalculated Conversion Price shall be determined by the Company two Banking Days after the expiry of the stated period of 25 trading days and shall be applied to Conversions effected thereafter.

In conjunction with Conversions which are effected during the period pending determination of a recalculated Conversion Price, the provisions of subsection C, final paragraph above, shall apply mutatis mutandis.

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

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

I. Appropriate recalculation

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

J. Rounding off

In the determination of a recalculated Conversion Price, the Conversion Price shall be rounded off to two decimals.

K. Liquidation

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

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

In the event the Company gives notice that it is considering entering into voluntary liquidation, notwithstanding the provisions of section 5 regarding the earliest date for demanding Conversion, the Holders shall be entitled to demand Conversion commencing the day on which notice is given. However, the aforesaid shall apply only where Conversion can be effected not later than the tenth calendar day prior to the general meeting at which the issue of the Company's liquidation is to be addressed.

L. Merger

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

Notice of the proposed merger in accordance with section 9 below must be given to the Holders not later than two months prior to the date on which the Company makes a final decision as to whether to approve the merger plan in accordance with the above. The notice must set forth the material terms and conditions of the proposed merger plan and inform the Holders that Conversions may not take place once a final decision has been made regarding the merger in accordance with the provisions of the preceding paragraph.

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

The following shall apply if the Company's board of directors prepares a merger plan pursuant to Chapter 23, section 28 of the Companies Act, whereby the Company is to be merged in another company.

In the event a parent company owns all of the Shares in the Company, and the Company's board of directors announces its intention to prepare a merger plan pursuant to the statutory provision referred to in the preceding paragraph, in the event the final date for demanding Conversion pursuant to section 5 above falls on a day after such announcement, the Company shall establish a new final date for demanding Conversion (the Expiry Date). The Expiry Date shall be a day within 60 days of the announcement and for such Conversion the provisions in section 5 c) shall apply.

M. Demerger

In the event the general meeting approves a demerger plan pursuant to Chapter 24, section 17 of the Companies Act, whereby the Company shall be demerged through part of the Company's assets and liabilities being assumed by one or more limited companies in exchange for consideration to the Company's shareholders, a recalculated Conversion Price shall be applied in accordance with the principles regarding extraordinary dividends as set forth in subsection G above. The recalculation shall be based on the part of the Company's assets and liabilities assumed by the takeover company.

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

N. Buy-out of minority shareholders

In the event a majority owner, on its own or together with a subsidiary, owns more than 90 per cent of the Shares in the Company, and announces its intention to commence a buy-out procedure, the provisions of the final paragraph of subsection L regarding the Expiry Date and Conversion shall apply mutatis mutandis.

If the announcement has been made in accordance with the provisions above in this subsection, Holders shall be entitled to demand Conversion until the Expiry Date. The Company must give notice to the Holders in accordance with § 10 below, not later than five weeks prior to the Expiry Date, informing them of this right and the fact that they may not demand Conversion after the Expiry Date.

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

O. Ceased or lapsed liquidation, merger or demerger

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

P. Bankruptcy or company reorganisation

In the event of the Company's bankruptcy or where a decision is taken that the Company shall be the subject of a company reorganisation order, demands for Conversion may not be made. Where the bankruptcy order or the company reorganisation order is set aside by a higher court, the entitlement to Conversion shall be reinstated.

Q. Change in accounting currency

In the event the Company effects a change in the accounting currency, entailing that the Company's share capital shall be established in a currency other than Swedish crowns, the Conversion Price shall be recalculated in the same currency as the share capital. Such currency recalculation shall take place applying the exchange rate which was used to recalculate the share capital in conjunction with the change in currency.

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

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

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

§ 10 Notices

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

§ 11 Amendments to the terms and conditions

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

§ 12 Events of default

Upon occurrence of any of the events set forth in sections 12 A - C below (each an "Event of Default"), the Holder may terminate the Convertible Debentures in which case the entire unpaid principal amount of the Convertible Debentures plus all accrued and unpaid interest thereon shall all be immediately due and payable.

A. Non-payment

The Company fails to make timely payment of interest or any other amount on the Convertible Debentures, unless:

- (i) its failure to pay is caused by administrative or technical error or any disruption to the payment, treasury or communications systems (internal or external) or to those financial markets which are, in each case, required to operate in order for such payment to be made, beyond the control of the Company; and
- (ii) payment is made within three (3) months of its due date.

B. Breach of other obligations

The Company, in some respect other than that which is specified under section 12 A fails to perform its obligations pursuant to these terms and conditions, or otherwise act in contravention of such terms and conditions, provided that the Holder has demanded that the Company rectify such situation and the Company has failed to do so within six (6) months thereafter.

C. Insolvency

The Company is (or is deemed for the purpose of applicable laws to be) insolvent or unable to pay its debts as they fall due, suspends or publicly announces its intention to stop or suspend payment of all or a material part of its debts, or, by reason of actual financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness or a moratorium is declared or comes into effect in respect of or affecting all or any substantial part of the debts of the Company.

§ 13 Confidentiality

The Company shall, where relevant, be entitled to receive the following information from Euroclear relating to a Holder's account with the Company's central securities depository register:

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

§ 14 Limitation period for receiving payments

The right to receive payment of principal shall lapse ten years after the due date. The right to receive interest shall lapse three years after a respective interest due date. Funds allocated for lapsed payments shall vest in the Company.

§ 15 Governing law

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

N.B. In case of any discrepancies between the Swedish and the English language versions, the Swedish language version shall prevail.