



SINCH AB (PUBL)

**PROSPECTUS REGARDING THE ADMISSION TO TRADING OF
SEK 750,000,000
SENIOR UNSECURED CALLABLE FLOATING RATE BONDS
2019/2024
ISIN: SE0013382140**

14 January 2020

Amounts payable under the Bonds (as defined herein) are calculated by reference to STIBOR, which is provided by Financial Benchmarks Sweden AB. As of the date of this Prospectus (as defined herein), the Swedish Banker's Association does not appear on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to article 36 of the Benchmark Regulation (Regulation (EU) 2016/1011) ("BMR"). As far as the Issuer is aware, the transitional provisions in Article 51 of the BMR apply, such that the Swedish Banker's Association is not currently required to obtain authorisation or registration.

This prospectus is valid for a period of twelve (12) months. The obligation to supplement this prospectus in the event of significant new factors, material mistakes or material inaccuracies will cease upon the expiry of such twelve (12) months' period.

IMPORTANT INFORMATION

This prospectus (the “**Prospectus**”) has been prepared by Sinch AB (publ) (reg. no. 556882-8908) (“**Sinch**”, “**Company**” or the “**Issuer**” or together with its direct and indirect subsidiaries, unless otherwise indicated by the context, the “**Group**”), in relation to the application for admission for trading of bonds issued under the Company’s maximum SEK 1,500,000,000 senior unsecured callable floating rate bonds 2019/2024 with ISIN SE0013382140 (the “**Bonds**”), of which SEK 750,000,000 was issued on 27 November 2019 (the “**First Issue Date**”) in accordance with the terms and conditions for the Bonds (the “**Terms and Conditions**”), on the corporate bond list on Nasdaq Stockholm Aktiebolag (“**Nasdaq Stockholm**”). The Company may at one or more occasions after the Issue Date issue Subsequent Bonds under the Terms and Conditions, until the total amount under the Subsequent Bond Issue(s) and the Bond Issue equals SEK 1,500,000,000. For the avoidance of doubt, this Prospectus has not been prepared for the purpose of any Subsequent Bond Issue. Danske Bank A/S, Danmark, Sverige Filial (reg. no. 516401-9811), and Svenska Handelsbanken AB (publ) (reg. no. 502007-7862) have acted as joint bookrunners (together the “**Joint Bookrunners**”) and Danske Bank A/S, Danmark, Sverige Filial (reg. no. 516401-9811) has acted as issuing agent (the “**Issuing Agent**”).

This Prospectus has been prepared as well as approved and registered by the Swedish Financial Supervisory Authority (Sw. *Finansinspektionen*) (the “**SFSA**”) pursuant to Chapter II and Article 20 in the Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC (the “**Prospectus Regulation**”). Furthermore, Annexes 7 and 15 of the Commission Delegated Regulation (EU) 2019/980 supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council as regards the format, content, scrutiny and approval of the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Commission Regulation (EC) No 809/2004, form the basis for the content of this Prospectus. Approval and registration in accordance with the Prospectus Regulation does not constitute any guarantee from the SFSA that the information in this Prospectus is accurate or complete.

This Prospectus is not an offer for sale or a solicitation of an offer to purchase the Bonds in any jurisdiction. It has been prepared solely for the purpose of admitting the Bonds to trading on Nasdaq Stockholm. This Prospectus may not be distributed in any country where such distribution or disposal requires additional prospectus, registration or additional measures or is contrary to the rules and regulations in such country. Persons into whose possession this Prospectus comes or persons who acquire the Bonds are therefore required to inform themselves about, and to observe, such restrictions. The Bonds have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”), or any U.S. state securities laws and are subject to U.S. tax law requirements. The Bonds may not be offered, sold or delivered within the United States of America or to, or for the account or benefit of, U.S. persons (as defined in Rule 902 of Regulation S under the Securities Act).

Solely for the purposes of each Joint Bookrunner’s (for the purpose of this paragraph, the “**manufacturers**”) product approval process, the target market assessment in respect of the Bonds has led to the conclusion that (i) the target market for the Bonds is eligible counterparties, professional clients and retail clients, each as defined in Directive 2014/65/EU (as amended, “**MiFID II**”); and (ii) all channels for distribution of the Bonds to eligible counterparties, professional clients and retail clients are appropriate. Any person subsequently offering, selling or recommending the Bonds (a “**distributor**”) should take into consideration the manufacturers’ target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Bonds (by either adopting or refining the manufacturers’ target market assessment) and determining appropriate distribution channels. For the avoidance of doubt, the target market assessment does not constitute: (a) an assessment of suitability or appropriateness for the purposes of MiFID II; or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the Bonds.

Unless otherwise explicitly stated, no information contained in this Prospectus has been audited or reviewed by the Company’s auditors. Certain financial information in this Prospectus may have been rounded off and, as a result, the numerical figures shown as totals in this Prospectus may vary slightly from the exact arithmetic aggregation of the figures that precede them. This Prospectus shall be read together with all documents that are incorporated by reference and possible supplements to this Prospectus. In this Prospectus, references to “**SEK**” refer to Swedish Kronor.

This Prospectus may contain forward-looking statements and assumptions regarding future market conditions, operations and results. Such forward-looking statements and information are based on the beliefs of the Company’s management or are assumptions based on information available to the Group. The words “**considers**”, “**intends**”, “**deems**”, “**expects**”, “**anticipates**”, “**plans**” and similar expressions indicate some of these forward-looking statements. Other such statements may be identified from the context. Any forward-looking statements in this Prospectus involve known and unknown risks, uncertainties and other factors which may cause the actual results, performances or achievements of the Group to be materially different from any future results, performances or achievements expressed or implied by such forward-looking statements. Further, such forward-looking statements are based on numerous assumptions regarding the Group’s present and future business strategies and the environment in which the Group will operate in the future. Although the Company believes that the forecasts or indications of future results, performances and achievements are based on reasonable assumptions and expectations, they involve uncertainties and are subject to certain risks, the occurrence of which could cause actual results to differ materially from those predicted in the forward-looking statements and from past results, performances or achievements. Further, actual events and financial outcomes may differ significantly from what is described in such statements as a result of the materialisation of risks and other factors affecting the Group’s operations. Such factors of a significant nature are mentioned in Section *Risk factors* below.

The Bonds may not be a suitable investment for all investors and each potential investor in the Bonds must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should (i) have sufficient knowledge and experience to make a meaningful evaluation of the Bonds, the merits and risks of investing in the Bonds and the information contained or incorporated by reference in this Prospectus or any applicable supplement; (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Bonds and the impact other Bonds will have on its overall investment portfolio; (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Bonds; (iv) understand thoroughly the Terms and Conditions; and (v) be able to evaluate (either alone or with the help of a financial advisor) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

This Prospectus has been prepared in English only and is governed by Swedish law. Disputes concerning, or related to, the contents of this Prospectus shall be subject to the exclusive jurisdiction of the courts of Sweden. The District Court of Stockholm (Sw. *Stockholms tingsrätt*) shall be the court of first instance. The Prospectus is available at the SFSA’s website (www.fi.se) and the Company’s website (www.sinch.com).

TABLE OF CONTENTS

RISK FACTORS	1
RESPONSIBLE FOR THE INFORMATION IN THE PROSPECTUS.....	16
THE BONDS IN BRIEF	17
DESCRIPTION OF THE COMPANY AND THE GROUP	22
BOARD OF DIRECTORS AND SENIOR MANAGEMENT	27
FINANCIAL INFORMATION	30
OTHER INFORMATION	33
TERMS AND CONDITIONS FOR THE BONDS.....	35
ADDRESSES.....	84

RISK FACTORS

*The purpose of this section is to enable a potential investor to assess the relevant risks related to their potential investment in the Bonds in order to make an informed investment decision. The below risk factors are therefore limited to risks that, in the meaning of Regulation (EU) 2017/1129, are material and specific to Sinch AB (publ) (registration number 556882-8908) (the “**Issuer**” and together with its direct and indirect subsidiaries, the “**Group**”) and the Bonds and which are corroborated by the content of a listing prospectus for the Bonds.*

The manner in which the Issuer and the Bonds are affected by each risk factor is illustrated by way of an evaluation of the materiality of the relevant risk factor based on the probability of its occurrence and the expected magnitude of its negative impact if it would occur, for the purpose of which the probability is estimated as “low”, “medium” or “high” and the magnitude of negative impact is estimated as “low”, “medium” or “high”. The most material risk factor in a category is presented first under that category, whereas subsequent risk factors in the same category are not purported to be ranked in order of materiality.

Risk factors specific and material to the Issuer and the Group

I. Risks related to the Group’s financial situation

The Group’s growth is dependent on successful acquisitions and the Group may not be able to find attractive opportunities and pursue acquisitions or joint ventures and may be unable to successfully integrate such acquisitions or joint ventures

During the last years, the Issuer and the Group have acquired a number of businesses and going forward, in order to pursue its acquisition agenda and maintain growth, the Group is dependent on expansion through successful acquisitions. This is, in turn, dependent on the Issuer’s and the Group’s ability to, *inter alia*, identify suitable and attractive acquisition targets, conduct appropriate due diligence, negotiate transactions on favourable terms and ultimately complete such acquisitions and integrate them into the Group. There is a risk that the Issuer will not find attractive acquisition targets or opportunities and the Issuer may face competition for attractive acquisition targets, especially as the Group operate in a rapidly developing and highly competitive area of operations, which may increase the price of the target. If the Issuer cannot complete acquisitions on favourable terms or at all, it would adversely impact the Issuer’s growth and consequently, going forward, profitability.

The Issuer considers that the probability of the risk occurring is *medium*. If the risks would materialise, the Issuer considers the potential negative impact to be *medium*.

Exposure to currency risk may affect the Issuer's cash flow, income statement and balance sheet

The Group reports in SEK, and SEK is the functional currency of most entities in the Group. Foreign exchange exposure occurs in conjunction with products and services being bought or sold in currencies other than the respective subsidiary's local currency (transaction exposure) and during conversion of the balance sheets and income statements of non-Swedish subsidiaries into SEK (translation exposure). As the Group has local presence in over 30 countries, the Group's global operations give rise to significant cash flows in other currencies than the SEK. As of 31 December 2018, exchange rate differences included in the consolidated profit and loss statements amounted to SEK 13.4 million (in relation to operating profit) and to SEK 15.5 million (in relation to financial income and expenses). The Group is principally exposed to changes in EUR, USD and GBP, and the Group engages in currency hedging only to a very limited extent. Accordingly, exchange rate fluctuations could have a materially adverse effect on the Group's and the Issuer's financial position and results of operations.

The Issuer considers that the probability of the risk occurring is *medium*. If the risks would materialise, the Issuer considers the potential negative impact to be *medium*.

The Group is subject to risks pertaining to acquired assets

Acquisitions of suitable targets form an important part of the Group's growth strategy. Prior and future acquisitions pertain inherent risks related to, *inter alia*, changes in debt levels, contingent liabilities in relation to financing, tax and otherwise, integration difficulties in relation to software, technologies or personnel; maintaining the acquired businesses' customer relationships; and involvement in or incurrance of claims in relation to disputes or legal, regulatory, contractual and other issues. In particular, and as shown in historical acquisitions, amounts such as expected earn out payments or taxes, recognized as balance sheet liabilities in the preliminary acquisition analyses may need to be adjusted, and any acquired asset may fail to meet expected performance targets, resulting in an impairment of goodwill. By example, the Company's Adjustment of earn out liability amounted to SEK 42,018 thousand for the financial year 2018 and SEK 11,752 thousand for the financial year 2017, due to that the relevant target company's gross profit performance. As the target qualifying for the full earn out was not met, the earn out liability was adjusted, with a corresponding impairment of goodwill (Sinch and Xura) gross profit performance did not qualify for the full earn-out, leading to an adjustment of the earn out liability with a corresponding impairment of goodwill as result.

In connection with any acquisition or investment, the Issuer could incur debt, amortisation expenses relating to intangible assets, large and immediate write-downs and assume liabilities. If the Issuer is not able to realise the anticipated benefits or the expected return on its investments or acquisitions, or is unable to complete acquisitions or integrate the operations, software, technologies or personnel gained through any such acquisition, it could have a materially adverse effect on the Issuer's results of operations.

The Issuer considers that the probability of the risk occurring is *low*. If the risks would materialise, the Issuer considers the potential negative impact to be *medium*.

The consolidated balance sheet includes significant goodwill

As at 30 September 2019, the Group's goodwill amounted to approximately SEK 1,307 million. Recent acquisitions from and during the course of the financial year 2018 have caused a significant increase in goodwill. The Issuer assesses the need to write down the goodwill on a yearly basis, or more often if there are indications of needs to write down the value. The Issuer's impairment testing is based on a number of estimations and assumptions, *inter alia*, cash flow projections and long-term assumptions about inflation and long-term market growth. There is a risk that goodwill may be impaired in the future if the Issuer determines that the recoverable amount is lower than the carried value due to changes in circumstances. If the Issuer's goodwill would be significantly impaired, it could have a materially adverse effect on the Issuer's financial position.

The Issuer considers that the probability of the risk occurring is *low*. If the risks would materialise, the Issuer considers the potential negative impact to be *medium*.

II. Risks related to the Group's business activities and industry

The Group may be impacted by actual or perceived security vulnerabilities in its services and security controls, or in the services and security controls of its competitors

The Group may be subject to third-party attempts and threats to breach its communications platform, software, network and data security and third-parties' attempts to take advantage of other security vulnerabilities. Information technology security threats can take various forms, both existing and novel, including viruses, worms, and other malicious software programs. In addition, security threats may be caused by employee error or various means of unauthorised access to the Group's internal systems or data or the data of its customers. As techniques used to obtain unauthorised access, or to sabotage systems, change frequently and are generally not recognised until launched against a target, there is a risk that the Group will be unable to anticipate these techniques or to implement adequate preventative measures. Should the above threats materialise, it may result in breaches of the

Group's network or data security, disruptions of service, solutions and internal systems, interruptions in operations, or harm to the Group's competitive position from the compromise of confidential information or trade secrets. Third-party attempts and threats as well as internal threats and security breaches can result in the loss or corruption of Group and customer data and may adversely impact the Group's systems, operations and reputation.

In addition, customers using the Group's services and solutions rely on the security of the Group's network and infrastructure for achieving reliable service and the protection of their data. The Group receives and communicates a significant amount of data from and about its customers, and there is a risk that this information will be subject to computer break-ins, theft and other improper activity that could jeopardise the security of information handled by the Group's services and solutions, cause interruptions in operations and lead to privacy incidents. Such actions, irrespective of whether successful in breaching the Group's security controls, could expose the Group to litigation, loss of customers, damage to the Group's reputation, and would have a materially adverse effect on the Issuer's business.

The Issuer considers that the probability of the above risks occurring is *medium*. If the risks would materialise, especially going forward, the Issuer considers the potential negative impact to be *high*.

The Group may experience failures, defects, delays and other problems involving the technology systems and infrastructure on which it relies for the services and solutions that it provides

The Group relies heavily on its technology systems and infrastructure in providing its services and solutions to its customers. Damage to, or the failure of, the Group's technology systems, infrastructure or software would severely interrupt the Group's business. The Group's systems and infrastructure are also vulnerable to damage and interruption from, among other things, power loss, transmission cable cuts and other telecommunications failures. Systems failures or delays could, depending on its severity, significantly disrupt the Issuer's and the Group's business or ability to process transactions and communications through its communications platform, which could result in loss of revenue and current and potential customers as well as impaired customer relations, which could have a materially adverse effect on the Issuer's business and reputation.

The services and solutions that the Group provides to its customers are inherently complex and may contain material defects or errors. Any defects either in functionality or that cause interruptions in the availability of the Group's services and solutions, including user error, could result in the loss of or delayed market

acceptance and use of the Group's services and solutions, breach of warranty claims, issuance of sales credits or refunds for prepaid amounts related to unused services, loss of customers, diversion of development and customer service resources and harm to the Group's reputation. Furthermore, the availability or performance of the Group's services and solutions could be adversely affected by a number of factors, including its customers' inability to access the internet, the mobile signal and connectivity of its customers' end users, the failure of the Group's technology systems and infrastructure, security breaches or variability in customer traffic volumes. In addition to potential liability, if the Group experiences interruptions in the availability of its services and solutions, the Group's reputation may be adversely affected, which could result in loss of customers. Accordingly, failures, defects and other problems relating to the Group's services and solutions could have a materially adverse effect on Issuer's business and reputation.

The Issuer considers that the probability of the risk occurring is *low*. If the risks would materialise, the Issuer considers the potential negative impact to be *high*.

The Group may be unable to adapt its technology systems and infrastructure to increased or changed user need

The Group must manage its technology systems and infrastructure in order to meet changes in demands by customers and the evolution of its services and solutions. Furthermore, the Group must ensure that its services and solutions can scale to meet the expanding needs of its customers, including the anticipated expansion of use by existing customers and the provision of services to new customers. Increases in the number of organisations, in particular large enterprises that use the Group's services as a large component of their communication strategies, could require significant investments by the Issuer. If the Group does not accurately predict, manage and scale its technology systems and infrastructure requirements, including the capacity requirements with respect to its server centres, its existing or future customers may experience service outages or data loss and corruption resulting from the failure or disruption of the Group's technology systems and infrastructure, which could subject the Group to financial liabilities and customer losses. Furthermore, customers may experience delays as the Group seeks to obtain and invest in additional capacity or updated systems and the Group may be required to limit new customer acquisition, which could adversely affect the Group's reputation, business and operating margin.

The Issuer considers that the probability of the risk occurring is *low*. If the risks would materialise, especially going forward, the Issuer considers the potential negative impact to be *high*.

The Group relies on the success of its strategic relationships with third parties, particularly its direct mobile operator relationships

The provision of the Group's services and solutions rely on independent third parties and on mobile operators in particular as the telecommunications networks of mobile operators provide connectivity in various regions and countries around the world. The Group companies' respective direct relationships with mobile operators help to promote the quality and reduce the pricing of the Group's services and solutions, and are a key component underlying the synergies that the Group is able to benefit from in working with mobile operators and enterprise customers. There is a risk that the Group will not be able to maintain, identify or secure suitable business relationship opportunities in the future. Such failure may, for instance, result in that the Group will not be able to maintain sufficient traffic volumes in order to develop mobile operators relationships. Should the mobile operators turn from such direct relationship or terminate their agreements and relationships with the Group, the Group's customers may experience service interruptions, the Group be unable to attract new customers, and the costs associated with purchasing network capacity from mobile operators may increase. This could have a significant impact on the Issuer's reputation and profitability.

In certain regions and countries, such as North America, the Group relies upon its direct relationships with tier-1 mobile operators, which are difficult to secure, and there is a risk that the Group may not be able to provide services and solutions in a cost efficient manner without these relationships. Accordingly, if the respective Group companies are unable to establish or maintain direct relationships with mobile operators in such regions and countries, there could be a significant impact on its business in such regions, impacting the Group's financial position and future prospects.

The Issuer considers that the probability of the above risks occurring is *low*. If the risks would materialise, especially going forward, the Issuer considers the potential negative impact to be *medium*.

The Group relies on the functionality of services provided by third-party service providers

The Group's business depends upon the capacity, reliability and security of infrastructure owned and managed by third-party service providers, including mobile operators. The Group cannot influence the operation, quality, updating rate or maintenance of such service providers' infrastructure or whether those service providers will upgrade or improve their software, equipment and services. Interruptions or failures in mobile operators telecommunication networks could result in reduction in transactions and communications processed by the Group's

communications platform, would have a materially adverse effect on the Group's business and reputation.

The Issuer considers that the probability of the above risks occurring is *low*. If the risks would materialise, especially going forward, the Issuer considers the potential negative impact to be *medium*.

The Group's sales and professional services resources may be focused to a smaller number of larger transactions leading to longer sales cycles and less predictability in completing some of the Group's sales

The Group targets a substantial portion of its sales at larger enterprise customers and generally, the conclusion of an enterprise customer's decision to use the Group's services requires significant effort and input from the Group in terms of time and resources than would be the case if the Company's customers' businesses were less significant in terms of size and complexity. For example, the Group may be required to provide education regarding the use and benefits of the Group's services, privacy and data protection laws and other regulations. In addition, larger customers may demand more customisation, integration services and features, or may have existing systems in place that require more specialised software and APIs to access the Group's services and solutions. Consequently, the sales opportunities targeted by the Group, *i.e.* large enterprise customers, may require the Group to devote significant sales support and professional services resources to individual customers, also where there is a risk that the contract is not concluded, which can render costs that cannot be off-set against income and focus the Group's sales and professional services resources to a smaller number of larger transactions. To the extent that the Group's sales cycles for its enterprise customers become longer and more expensive, or require more customisation, integration services and features, or specialised software and APIs, there could be a materially adverse effect on the Group's results of operations.

The Issuer considers that the probability of the above risks occurring is *low*. If the risks would materialise, especially going forward, the Issuer considers the potential negative impact to be *medium*.

The Group's business depends on its ability to recruit and retain key personnel

Due to the nature of the Group's business as an information technology provider, the Group is dependent on skilled executives and key personnel, in terms of technical expertise and otherwise, including competent sales force as well as software developers with a detailed knowledge of the Group and the industry. Identification, recruitment and training of qualified personnel requires significant time, expense and attention and is important in order to maintain high level of service. There is a risk that the Group is unable to retain or hire such personnel to

the extent necessary. The business may also be adversely affected if the efforts to expand and train its direct sales force do not generate a corresponding increase in revenue. If the Group fails to continue to attract and retain key employees and other skilled employees on acceptable terms it may not be able to sustain or further develop its business, which could have a materially adverse effect on the Group's business.

The Issuer considers that the probability of the above risks occurring is *low*. If the risks would materialise, especially going forward, the Issuer considers the potential negative impact to be *high*.

III. Legal and regulatory risk

The Group is exposed to risks related to data protection and processing of personal data

The Group processes personal data by collecting, retaining, sharing and otherwise handling customer information, and such processing activities are mainly governed by the General Data Protection Regulation (EU) 2016/679 (“**GDPR**”) but also privacy laws and regulations applicable in the various jurisdictions where the Group operates. Furthermore, the Group's transfers of personal data outside the EU and EEA, is subject to particular legal hurdles, for instance in relation to contradictory regulatory requirements in different jurisdiction, confidentiality requirements and legal restrictions for full data transfer and data sharing. As data transfers from the EU to the U.S. has been subject to particular debate and legal scrutiny, the Group faces particular high risk in relation to breaches of the GDPR in its processing of data that is also subject to U.S. jurisdiction, for instance in relation to the application of the Clarifying Lawful Overseas Use of Data Act (CLOUD Act) and U.S. privacy regulation. There is a risk that the Group's security procedures regarding its customers' personal data, and other procedures for the protection of personal data, are not sufficient to prevent the illicit disclosure or handling of personal data in breach of applicable laws and agreements, and that IT and system failures or defects could lead to privacy incidents such as the loss of customers' personal data or other information. Since the Group handles major amounts of personal data, a possible privacy incident would have significant adverse effects in relation to the rights and freedoms of the data subjects concerned, and such privacy incident, especially if non-remedied, could subject the Group to significant fines and authority proceedings in accordance with the GDPR. There is also a risk that private claims are lodged against the Group in accordance with the GDPR, which, apart from the risk of liability for damages, could materially and adversely affect the Group's reputation.

There is a risk that the Group's policies, processes, measures or systems are non-compliant or that insufficient resources are allocated for compliance with privacy laws and regulations. Non-compliance with privacy laws and/or infringement of applicable laws and regulations on the handling and protection of confidential customer information and other personal data could lead to the Group being in breach of contracts or being subject to fines, liability for damages, legal action and/or reputational damage, which in turn would adversely affect the Group's results of operations.

The Issuer considers that the probability of the above risks occurring is *high*. If the risks would materialise, the Issuer considers the potential negative impact to be *medium*.

The Group's business is subject to regulations and regulatory supervision

The legal and regulatory environment relating to the Group's business is constantly evolving and can be subject to significant change. The Group is a global company that is exposed to different regulatory risks in the countries and regions in which it operates and new or amended laws and regulations could be adopted in a variety of countries in which the Group operates, including Sweden and the United States.

Changes in regulation could increase the Group's costs and impact margins and could potentially prevent the Group from delivering its services and solutions in a cost efficient manner. For example, in a number of countries the interconnection rates charged for transmissions between service providers, mobile operators and end-users are set and controlled by local regulators. If these regulators were to change the interconnection rates, the Group may be required to pay higher rates, which could increase the costs of delivering its services and solutions to its customers, and there is a risk that the Group will not be able to pass on the increase to its customers, which could have an adverse impact on the Group's gross margin and pricing.

In addition, regulators may impose price ceilings or controls on mobile communications and data usage, which could adversely impact the Group's revenue and margins. Similarly, regulators may restrict the type of communication that is permitted (for example, short code versus long number in the United States), which can require the Group to adjust its services to comply with local regulations which in turn can increase the costs associated with conducting business in certain countries.

Government bodies and agencies have in the past adopted, and may in the future adopt, laws or regulations affecting the use of the internet as a commercial medium, and changes in these laws or regulations could require the Group to modify its services and solutions in order to comply with these changes. In

addition, government agencies or private organisations may begin to impose taxes, fees or other charges for accessing the internet or commerce conducted via the internet. These laws or charges could limit the growth of internet-related commerce or communications generally, or result in reductions in the demand for internet-based software and services solutions that are offered by the Group.

In addition, as a service provider, the Group must adapt to regulatory changes applicable in the various industries in which the Group's customers operate, and the Group is thus exposed to risks arising from regulations that impact its customers. For example, the Group has previously been required to provide certifications of security and system strength to customers in the banking industry as a prerequisite to providing services to these customers.

If the Group is unable to develop and implement systems, policies and practices in a timely manner or at all to completely manage legal risks or comply with applicable regulations, the Group may incur significant costs and reputational damage, which would adversely affect the Group's results of operations.

The Issuer considers that the probability of the above risks occurring is *high*. If the risks would materialise, the Issuer considers the potential negative impact to be *medium*.

The Group is dependent on protecting its intellectual property rights and may be subject to third-party claims regarding violations of intellectual property rights

The Group is dependent on protecting its intellectual property rights, such as copyright, trademark and trade secrets. Such protection is obtained through laws and agreements, primarily confidentiality and license agreements with its customers, employees, partners and other parties. However, steps taken to protect the Group's intellectual property rights may be inadequate and not adequately hinder competitors from copying or reverse engineer the Group's services and solutions, or independently develop services and solutions substantially equivalent to or superior to the Group's services and solutions. Moreover, third parties may be able to successfully challenge, oppose, invalidate or circumvent the intellectual property rights held and used by the Group, such as the registered trademark Symsoft or other intellectual property rights.

In order to protect its intellectual property rights, the Group may be required to spend significant resources to monitor and protect those rights and litigation in relation to the protection of the Group's intellectual property could be costly and time-consuming. The Group also faces a risk of claims that it has infringed the intellectual property rights of third parties, especially since the patent and intellectual property development activity within the cloud communications industry is rapidly developing. There is a risk that the Group may be liable to pay

significant damages or settlement costs, including royalty payments, or be obligated to indemnify its customers or business partners, if disputes related to ownership and title to intellectual property rights occur.

As intellectual property rights and assets represent a material value for the Group, infringements, unwarranted losses and missed opportunities in respect of intellectual property would significantly adversely impact the Group's business and financial position.

The Issuer considers that the probability of the above risks occurring is *medium*. If the risks would materialise, the Issuer considers the potential negative impact to be *medium*.

Some of the Group's services contain open source software, and the Group licenses some of its software through open source projects

The Group uses open source software in some of its internal systems. The terms of many open source licenses to which the Group is subject have not been interpreted by domestic or foreign courts, and there is a risk that open source software licenses could be construed in a manner that imposes unanticipated conditions or restrictions on the Group's ability to provide or distribute its services or solutions. Additionally, the Group may from time to time face claims from third parties claiming ownership of, or demanding release of, the open source software or derivative works that the Group developed using such software, or otherwise seeking to enforce the terms of the applicable open source license. These claims could result in litigation and could require the Group to make its software source code freely available, purchase a costly license or cease offering or using the implicated systems. This re-engineering process could require significant development resources, and there is a risk that the Group will not be able to complete it successfully. The materialisation of any of these risks could have a materially adverse effect on the Group's business.

The Issuer considers that the probability of the above risks occurring is *medium*. If the risks would materialise, the Issuer considers the potential negative impact to be *medium*.

Risk factors specific and material to the Bonds

I. Risks related to the nature of the Bonds

Ability to service debt

The Issuer's ability to service its debt, including interest payments, under the Bonds will depend on, among other things, the Group's future financial and operating performance, which will be affected by numerous factors, the most

material described above. The risk of the Issuer's inability to service debt also includes the investors' in Bonds credit risk towards the Group.

In order to service debt in a timely manner, the Group is also dependent on a stable cash flow, that any cyclical variations can be alleviated and that the issuer has liquid funds in order to meet its payment obligations. Among other things, the Group's availability of liquid funds is dependent on the Group's capital expenditure which, *inter alia*, may be affected by investment needs and growth strategies due to the Issuer's obligation to meet shareholder expectations, which objectives may compete with the objectives to service debt.

If the Group's operating income or liquid funds is not sufficient to service its current or future indebtedness, the Group will be forced to take actions such as reducing or delaying its business activities, acquisitions, investments or capital expenditures, selling assets, restructuring or refinancing its debt or seeking additional equity capital.

The Issuer considers that the probability of the risk that the Group will not be able to affect any of these remedies on satisfactory terms, or at all, is *low*. If the risks would occur, the Issuer considers the potential negative impact to be *high*.

Refinancing risk

The Group finances its acquisitions, as part of its business, by way of equity, bank loan financing and, following the issue of the Bonds, corporate bonds. As at 30 September 2019, the Issuer's equity amounted to SEK 1,957 millions whereas the bank loan financings amounted to SEK 613 millions.

The Issuer may be required to refinance its outstanding debt, including the Bonds. The Issuer's ability to successfully refinance its debt obligations is dependent upon the conditions of the capital markets and the Group's financial position at such time. The Group's ability to refinance the Bonds or other debt is also restricted by that the Terms and Conditions allow incurrence of additional debt only provided that certain covenants are met (incurrence test). Such restrictions as well as adverse developments in the credit markets and other future adverse developments, such as the further deterioration of the overall financial markets or a worsening of general economic conditions, could have a material adverse effect on the Group's ability to borrow funds as well as the cost and other terms of funding. There can be no assurance that such funds will be available at a commercially reasonable cost, or at all and consequently there can be no assurance that the Group will be able to refinance the Bonds when they mature.

The Issuer considers that the probability of the above risks occurring is *low*. If the risks would materialise, the Issuer considers the potential negative impact to be *medium*.

Interest rate risks and benchmarks

The Bonds' value depends on several factors, one of the more significant over time being the level of market interest. The Bonds will bear a floating rate interest of STIBOR plus a certain margin and will be determined for each interest period. Hence, the interest rate is to a certain extent adjusted for changes in the level of the general interest rate and there is a risk that an increase of the general interest rate level will have a significant effect on the market value of the Bonds.

The determining of certain interest rate benchmarks, such as STIBOR has been subject to regulatory changes, the most comprehensive of which is the adoption and implementation for the Benchmarks Regulation (Regulation (EU) 2016/1011 on indices used as benchmarks in financial and contracts or to measure the performance of investment funds) (the "BMR"). The BMR governs both providers, such as creditors, and users of benchmarks such as STIBOR and other –IBOR rates, as well as the contribution of input data to, and use of, such benchmarks within the EU. The implementation of the BMR will lead to that certain previously used benchmarks, such as EURIBOR and EONIA will be discontinued in accordance with the BMR, leading to that, inter alia, existing financing arrangements may need to be renegotiated or terminated, depending on the circumstances. There is a risk that also STIBOR will be discontinued, or that alternative benchmark rates will dominate market practice, leading to uncertainties in relation to the interest rate payable in relation to the Bonds. Furthermore, increased or altered regulatory requirements and risks associated with the BMR (as amended) involve inherent risks as the effects of the BMR cannot be fully assessed at this point in time, and there is a risk that the developments in relation to STIBOR may cause a significant volatility in STIBOR, which, consequently would affect the interest rate for the Bonds.

The Issuer considers that the probability of the above risks occurring is *medium*. If the risks would materialise, the Issuer considers the potential negative impact to be *medium*.

Structural subordination and insolvency of subsidiaries

In the event of insolvency, liquidation or a similar event relating to one of the Issuer's subsidiaries, all creditors of such company would be entitled to payment in full out of the assets of such subsidiary before the Issuer, as a shareholder, would be entitled to any payments. Thus, the Bonds are structurally subordinated to the liabilities of such subsidiaries. There is a risk that the Issuer and its assets would not be protected from actions by the creditors of a subsidiary, whether under bankruptcy law, by contract or otherwise. In addition, defaults by, or the insolvency of, certain subsidiaries of the Group may result in the obligation of the

Group to make payments under financial or performance guarantees in respect of such companies' obligations or the occurrence of cross defaults on certain borrowings of the Group.

The Issuer considers that the probability of the above risks occurring is *low*. If the risks would materialise, the Issuer considers the potential negative impact as *medium*.

Unsecured obligations and security over assets granted to third parties

The Bonds represent unsecured debt obligations of the Issuer. This means that if the Issuer is subject to any dissolution, winding-up, liquidation, restructuring (Sw. *företagsrekonstruktion*), administrative or other bankruptcy or insolvency proceedings, the bondholders receive payment after any priority creditors have been paid in full. The bondholders will only have an unsecured claim against the Issuer. As a result, there is a risk that the bondholders will not recover any or all of their investment. Each investor should therefore be aware of that an investment in the Bonds entails a risk that the investor loses all or part of its investment if the Issuer becomes liquidated, bankrupt, insolvent, carries out a restructuring or is wound-up.

The Issuer considers that the probability of the above risks occurring is *low*. If the risks would materialise, the Issuer considers the potential negative impact as *medium*.

II. Risks related to the admission of the Bonds to trading on a regulated market

Risks related to admission to trading

The Issuer has undertaken to ensure that the Bonds are listed on the corporate bond list of Nasdaq Stockholm or, if such admission to trading is not possible to obtain or maintain, admitted to trading on any other Regulated Market within certain stipulated time periods, as defined in the Terms and Conditions, and the failure to do so provides each Bondholder with a right of prepayment (put option) of its Bonds.

There is a risk that the Bonds will not be admitted to trading and even if the Bonds, are admitted to trading, there can be no assurance that active trading in the Bonds occur and there is a risk that there will not be a liquid market for trading in the Bonds or that the market will be maintained even if the Bonds are listed. This may result in that the bondholders cannot sell their Bonds when desired or at a price level which allows for a profit comparable to similar investments with an active and functioning secondary market. There is a risk that the Bonds will not be admitted to trading on the relevant market place within the intended time frames or

at all. If the Issuer fails to procure listing in time, investors holding Bonds on an investment savings account (Sw. *ISK* or *IS-konto*) will no longer be able to hold the Bonds on such account, thus affecting such investor's tax situation.

It should also be noted that during a given time period it may be difficult or impossible to sell the Bonds (at all or at reasonable terms) due to, for example, severe price fluctuations, close down of the relevant market or trade restrictions imposed on the market.

The Issuer considers that the probability of the secondary trading in the Bonds being impacted as described above is *low*. If the effects would materialise, the Issuer considers the potential negative impact as *low*.

RESPONSIBLE FOR THE INFORMATION IN THE PROSPECTUS

The Company has obtained all necessary resolutions, authorisations and approvals required in conjunction with the Bonds and the performance of its obligations relating thereto. The issuance of the Initial Bonds on 27 November 2019 was authorised by resolutions taken by the board of directors of the Company on 7 November 2019.

The board of directors of the Company is responsible for the information contained in this Prospectus. The board of directors confirms that, to the best of its knowledge and having taken all reasonable care to ensure that such is the case, the information contained in the Prospectus is in accordance with the facts and the Prospectus makes no omission likely to affect its import. The board of directors of the Company is responsible for the information given in this Prospectus only under the conditions and to the extent set forth in Swedish law.

The information in the Prospectus and in the documents incorporated by reference which derive from third parties has been accurately reproduced and, as far as the Company is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

This Prospectus has been approved by the SFSA as competent authority under Regulation (EU) 2017/1129 of the European Parliament and of the Council. The SFSA only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by Regulation (EU) 2017/1129 of the European Parliament and of the Council. The SFSA's approval should not be considered as an endorsement of the Company that is the subject of this Prospectus, nor should it be considered as an endorsement of the quality of the securities that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the securities.

Stockholm on 14 January 2020

Sinch AB (publ)

The board of directors

THE BONDS IN BRIEF

This section contains a general and broad description of the Bonds. It does not claim to be comprehensive or cover all details of the Bonds. Potential investors should therefore carefully consider this Prospectus as a whole, including the documents incorporated by reference, and the full Terms and Conditions for the Bonds, before a decision is made to invest in the Bonds.

Concepts and terms defined in Section *Terms and Conditions for the Bonds* are used with the same meaning in this section unless otherwise is explicitly understood from the context or otherwise defined in this Prospectus.

General

Issuer	Sinch AB (publ) (reg. no. 556882-8908).
Resolutions, authorisations and approvals	The Company's board of directors resolved to issue the Bonds on 7 November 2019.
The Bonds offered.....	Up to SEK 1,500,000,000 in an aggregate principal amount of senior unsecured callable floating rate bonds due 27 November 2024. As at the date of this Prospectus, SEK 750,000,000 of the Bonds have been issued.
Nature of the Bonds	The Bonds constitute debt instruments (Sw. <i>skuldförbindelser</i>), each of the type set forth in Chapter 1 Section 3 of the Central Securities Depositories and Financial Instruments Accounts Act.
Number of Bonds	Maximum 1,200. As at the date of this Prospectus, 600 Bonds have been issued.
ISIN	SE0013382140.
First Issue Date.....	27 November 2019.
Price.....	All bonds issued on the First Issue Date have been issued at an issue price of 100 per cent. of the Nominal Amount.
Interest Rate	Interest on the Bonds is paid at a floating rate of STIBOR (3 months) + 2.50 per cent. <i>per annum</i> , provided that if the Interest Rate is less than zero, it shall be deemed to be zero.

Interest Payment Dates.....	Quarterly in arrears on 27 February, 27 May, 27 August and 27 November each year, commencing on 27 February 2020. Interest will accrue from, but excluding, the First Issue Date.
Final Redemption Date.....	27 November 2024.
Initial Nominal Amount	The Bonds have a nominal amount of SEK 1,250,000 and the minimum permissible investment upon issuance of the Bonds is SEK 1,250,000.
Denomination.....	The Bonds are denominated in SEK.
Status of the Bonds.....	The Bonds constitute direct, general, unconditional, unsubordinated and unsecured obligations of the Issuer and shall at all times rank at least <i>pari passu</i> with all direct, general, unconditional, unsubordinated and unsecured obligations of the Issuer and without any preference among them, except for obligations mandatorily preferred by law applying to companies generally.
Use of Proceeds.....	The Net Proceeds of the Initial Bond Issue and any Subsequent Bond Issue shall be used for general corporate purposes (including, but not limited to, acquisitions and capital expenditures)

Call Option

Call Option.....	The Issuer may redeem all of the Bonds in full on any Business Day falling on or after the date falling 3 months prior to the Final Redemption Date up to (but excluding) the Final Redemption Date, at a price equal to 100.00 per cent. of the Nominal Amount together with accrued but unpaid interest, provided that such early redemption is financed in part or in full by way of the Issuer issuing new Market Loans, in accordance with Clause 11.3 (<i>Early Voluntary Redemption by the Issuer (Call Option)</i>) of the Terms and Conditions.
------------------	--

Put Option

Put Option	Upon a Change of Control, De-listing or Listing Failure occurring, each Bondholder shall have the right to request that all, or only some, of its Bonds are
------------------	---

repurchased (whereby the Issuer shall have the obligation to repurchase such Bonds) at a price of 101 per cent. of the Nominal Amount together with accrued but unpaid interest, during a period of 30 calendar days following the notice of the Change of Control, De-listing or Listing Failure, in accordance with Clause 11.4 (*Mandatory repurchase due to a Change of Control, a De-listing or Listing Failure (put option)*) of the Terms and Conditions.

Change of Control	A Change of Control means the occurrence of an event or series of events whereby one or more Persons (other than a Main Shareholder) acting together, acquire control over the Issuer and where “control” means (i) acquiring or controlling, directly or indirectly, more than 50.00 per cent. of the votes of the Issuer, or (ii) the right to, directly or indirectly, appoint or remove the whole or a majority of the directors of the board of directors of the Issuer.
De-listing.....	<p>means the occurrence of an event or series of events whereby:</p> <ul style="list-style-type: none"> <li data-bbox="734 1164 1359 1288">(a) the shares in the Issuer are not listed and admitted to trading on Nasdaq Stockholm or any other Regulated Market; or <li data-bbox="734 1288 1359 1451">(b) trading in the shares in the Issuer on Nasdaq Stockholm (or any other Regulated Market) is suspended for a period of fifteen (15) consecutive Business Days.
Listing Failure	The occurrence of the situation where the Bonds issued in the Initial Bond Issue have not been admitted to trading on the corporate bond list of Nasdaq Stockholm (or any other Regulated Market) within sixty (60) calendar days from the First Issue Date or where any Subsequent Bonds have not been admitted to trading on the corporate bond list of Nasdaq Stockholm (or any other Regulated Market) within twenty (20) calendar days after the Issue Date in respect of such Subsequent Bonds.

Covenants

Certain undertakings	<p>The Terms and Conditions contain a number of undertakings that restrict the ability of the Issuer and other Group Companies, including, among others:</p> <ul style="list-style-type: none"> • restrictions on making certain distributions; • restrictions on making any material changes to the general nature of the business carried on by the Group; • restrictions in relation to making certain distributions; • restrictions on the disposal of assets; • restrictions in relation to incurring certain Financial Indebtedness (as defined in the Terms and Conditions); • the Issuer shall obtain, maintain, and in all material respects comply with, the terms and conditions of any authorisation, approval, licence or other permit required for the business carried out by a Group Company; and • the Issuer shall ensure that the Bonds are admitted to trading within 12 months after the First Issue Date.
----------------------------	--

Each of these covenants is subject to significant exceptions and qualifications. See the Terms and Conditions of the Bonds.

Miscellaneous

Transfer restrictions	<p>The Bonds are freely transferable. The holders of Bonds may be subject to purchase or transfer restrictions with regard to the Bonds under local laws to which such holder may be subject (due to, <i>e.g.</i>, its nationality, its residency, its registered address or its place(s) of business). The Bonds have not been, and will not be, registered under the Securities Act or the securities laws of any other jurisdiction.</p>
Admission to trading	<p>Application for admission to trading of the Bonds on the corporate bond list of Nasdaq Stockholm will be filed in immediate connection with the SFSA's approval of this</p>

Prospectus. Additional Subsequent Bonds may be admitted to trading as a result of a Subsequent Bond Issue and following the approval of a new prospectus. The earliest date for admitting the Bonds to trading on Nasdaq Stockholm is on or about 17 January 2020. The total expenses of the admission to trading of the Initial Bonds are estimated to amount to approximately SEK 100,000.

Agent.....	Nordic Trustee & Agency AB (publ) (reg. no. 556882-1879, P.O. Box 7329, SE-103 90 Stockholm, Sweden.
Governing law of the Bonds.....	Swedish law.
Time-bar.....	The right to receive repayment of the principal of the Bonds shall be time-barred and become void 10 years from the relevant Redemption Date. The right to receive payment of Interest (excluding any capitalised Interest) shall be time-barred and become void 3 years from the relevant due date for payment.
Risk factors.....	Investing in the Bonds involves substantial risks and prospective investors should refer to Section <i>Risk Factors</i> for a discussion of certain factors that they should carefully consider before deciding to invest in the Bonds.

DESCRIPTION OF THE COMPANY AND THE GROUP

History and development of the Company

The Group was founded in 2008 and is headquartered in Stockholm, Sweden. The Company was formed in 2012, initially under the name Seitse 1 Holding AB and from 2015 up and until June 2019, CLX Communications AB (publ). The Company is a public limited liability company registered in Sweden and is governed by Swedish law including, but not limited to, the Swedish Companies Act and the Swedish Annual Accounts Act (Sw. *årsredovisningslagen (1995:1554)*). The Company has been listed on Nasdaq Stockholm since 8 October 2015 (ticker: SINCH).

Overview of the Company

<i>Legal form</i>	Public limited liability company
<i>Corporate registration number</i>	556882-8908
<i>LEI-code</i>	549300UXY7QM6IDCGI12
<i>Formation</i>	On 31 January 2012
<i>Registration</i>	On 1 February 2012
<i>Head office</i>	Municipality of Stockholm
<i>Address</i>	Lindhagensgatan 74, Floor 7, SE-112 18 Stockholm, Sweden
<i>Visitors address</i>	Lindhagensgatan 74, Floor 7, SE-112 18 Stockholm, Sweden
<i>Phone number</i>	+46 (0)8 44682803
<i>Website</i>	www.sinch.com (the information provided at the Issuer's website does not constitute part of this Prospectus unless explicitly incorporated by reference)
<i>Company/trade name</i>	Sinch AB (publ) (registered on 20 June 2019)
<i>Operational objective</i>	The company shall, directly or indirectly via wholly or partly owned subsidiaries, conduct business activities within services and solutions for mobile communication, as well as own and manage securities and real properties, along with activities related to such operations.

Overview of the Group

The Group provides a cloud-based communications platform enabling businesses engage with their customers through mobile messaging, voice and video.

Operations are carried out mainly through three operating segments which include “**Messaging**” (including, going forward, operations within TWW do Brasil S.A. and myElefant SAS), “**Voice & Video**”, and “**Operators**”. The Group’s operations are carried out through multiple subsidiaries, resulting in that the Company is dependent on its subsidiaries in order to generate profit and cash flow and to meet its obligations under the Terms and Conditions.

Organisational structure

As at the date of this Prospectus, the Company is the parent company of the following direct and indirect subsidiaries as listed below.

Sinch Group	Reg. no	Domicile	Capital and voting share, %	
			2019-12-31	2018-12-31
Sinch Sweden AB	556747-5495	Stockholm	100	100
CLX Networks South Africa (PTY) Ltd	2013/128948/07	South Africa	100	100
CLX Networks Nigeria Limited**	1210794	Nigeria	-	99.99
CLX Networks Italy S.R.L.	4265200230	Italy	100	100
CLX Networks Canada	924-4933	Canada	100	100
CLX Networks Singapore PTE LTD	201423573W	Singapore	100	100
Sinch Turkey Telekomünikasyon LTD. STI.	866349	Turkey	51	51
mBlox Italia S.R.L.	04491540961	Italy	100	100
Mblox France S.R.L.	448324285	France	100	100
Convaneer US LLC**	4567684	USA	-	100
Sinch Operator Software AB	556353-1333	Stockholm	100	100
Sinch Poland Sp z o.o.	0000643951	Poland	100	100
Sinch Holding AB	559061-2791	Stockholm	100	100
Sinch Germany GmbH	HRB 202010	Germany	100	100
CLX Networks Australia PTY Ltd	608286979	Australia	100	100
Sinch Telecomunicaciones Spain SL	B82966078	Spain	100	100
Mblox Asia Pacific PTE LTD	200007936G	Singapore	100	100
myElefant SAS	524353299	France	100	-
Sinch UK Ltd	03049312	UK	100	100
Nextgen Mobile Ltd**	04775987	UK	-	100
Mblox SA (PTY) Ltd	2012/217923/07	South Africa	100	100
Sinch U.S. Holding Inc.	20163012208	USA	100	100
Sinch America, Inc.	77220277010	USA	100	100
Bitmo CA US Inc.	C2180875	USA	100	100
Mblox Brazil**	16.462.330	Brasil	100	100
Mblox Malaysia Sdn Bhd	870260-U	Malaysia	-	100
Sinch Engage LLC	46-0553309	USA	100	100
Dialogue Group Ltd	06766972	UK	100	100
Dialogue Communications Ltd	3042634	UK	100	100
Sinch Australia PTY Ltd	812,155,238	Australia	100	100
Dialogue Malta Ltd	C66149	Malta	100	100
Sinch Singapore PTE LTD	201314618E	Singapore	100	100

Sinch Denmark ApS	26361710	Denmark	100	100
Sinch Denmark AB	556484-7918	Stockholm	100	100
CLX Communications Denmark AS	990454108	Norway	100	100
Sinch Latin America Holding AB	559212-5487	Stockholm	100	-
	01.126.946/0001-			
TWW do Brasil S.A.	61	Brasil	100	-
Sinch Mobile AB	556969-5397	Stockholm	100	100
Sinch Incitament AB*	559068-5441	Stockholm	-	100
Sinch Mobile Inc.	37-1539008	USA	100	100

* As of 7 November 2019, the company had merged with Sinch Mobile AB.

** The company was liquidated during 2019.

Business operations

Business concept

Sinch offers a cloud communications platform that enables businesses to reach their customers directly in their mobile phone, within seconds or less, through mobile messaging, voice or video. It has a leading position as a quality-focused global vendor with direct connectivity to mobile operators across the globe. Sinch also develops software solutions for mobile operators, as both products and services.

Segments and operations

The Group's operating and revenue segments consist of Messaging, Voice and Video, and Operators.

The Messaging segment includes revenues and costs related to the delivery of mobile messages from businesses to their customers or employees. The messages are sent as SMS (text messages) or using next-generation technologies like RCS and WhatsApp. The product segment also includes personalized video messaging, where unique video messages are customized for each and every recipient. Revenues consist mainly of fees for handling messages for enterprises and costs consist mainly of fees to telecom operators and payroll.

Voice & Video includes Sinch's innovative products for cloud-based voice and video calls. The product segment includes Number Masking, a service that provides temporary phone numbers, and Verification, where Sinch helps enterprises verify their customers' mobile phone numbers swiftly, easily and cost-effectively. Revenues consist mainly of fees for handling voice and video communications, and costs consist mainly of fees to telecom operators and payroll.

The Operators segment includes Sinch's software offering for mobile operators. Offered both as products and services, these solutions allow operators to provide mobile value-added services (VAS), handle online charging systems (OCS) in real time, to protect their networks and revenues, and other related products. Revenues

consist mainly of software licenses including upgrades and support fees, and costs consist mainly of payroll.

Employees

As of 31 September 2019, the Group's average number of employees amounted to 454.¹ The company applies a rigorous recruitment process using both own networks and external expertise in order to attract talents. It is critically important to recruit motivated employees with the potential to grow within the Group, and Sinch has employees in five parts of the world and broad representation of employees of diverse background.

Target market

Sinch's cloud-based communications platform powers business-critical communications for many of the world's largest companies. The Company's customers comprises both direct enterprise customers as well as sales through partners and other sales channels.

The Group targets a global multi-billion dollar market which is continuously expanding as businesses discover an increasing amount of ways to leverage mobile technology and drive customer engagement. Moreover, the Company is a trusted software provider to mobile operators throughout the world.

Business strategy

A key factor driving the Company's growth is to provide for simple solutions enabling businesses and developers to get started and integrate communications, which are bought as-a-service, into their own products and offerings with minimal effort. This is the premise of the provision of "Communications Platform as a Service" (CPaaS), which provides for the absence of costly in-house development, servers to manage, and need to negotiate complex commercial agreements with service providers.

In addition to Sinch's leading connectivity offering, through the Company's network of directly connected mobile operators, the Company increasingly sells additional, value-adding software products that empower businesses to develop and deploy advanced, next-generation messaging with images, video, suggested replies and interactive conversations.

Share capital, shares and ownership structure

The Company's shares has been listed on Nasdaq Stockholm since 8 October 2015 and is traded under the trade symbol SINCH. The company was formerly known as

¹ Derived from the Company's unaudited interim financial report for the financial period January – September 2019.

CLX Communications AB (publ) and traded under the trade symbol CLX. The Company's shares are denominated in SEK and as at the date of this Prospectus, the Company had an issued share capital of SEK 5,360,208.90 divided into 53,602,089 shares. Each share carries one vote and has equal rights on distribution of income and capital and the quotient value of the shares is 0.10 (0.10).

As of 31 September 2019, the largest shareholder, Neqst D1 AB, held 16.1 per cent. of the shares in the Company, the second largest shareholder, Cantaloupe AB (owned by Robert Gerstmann, Kristian Männik, Henrik Sandell and Björn Zethraeus), held 15.3 per cent. of the share capital in the Company. The ten largest shareholders combined own 83.9 per cent. of the share capital in the Company.

To ensure that the control over the Company is not abused, the Company complies with the Swedish Companies Act (Sw. *aktieföretagslagen (2005:551)*). In addition, the Company acts in accordance with the rules of procedure of the board of directors and the instructions for the managing director adopted by the Company.

Recent events

Except for the issuance of the Bonds and as set out below, there have been no recent events particular to the Company, which are to a material extent relevant to the evaluation of the Company's solvency.

Adverse changes and trend information

There has been no material adverse change in the prospects of the Company since the date of publication of its last audited financial report. Furthermore, except for the issuance of the Bonds and the events made public by press release, as set out below, there have been no significant changes in the financial performance of the Group since the last financial period for which the Group has published its quarterly report.

As announced by way of press release on 24 October 2019, Sinch completed the acquisition of 100 percent of the share capital in TWW do Brasil S.A. The company is the third largest messaging provider for enterprises in Brazil.

As announced by way of press release on 8 October 2019, Sinch completed the acquisition of 100 percent of the share capital in myElefant SAS. The company is based in France and has developed a cloud-based software platform for mobile customer engagement.

BOARD OF DIRECTORS AND SENIOR MANAGEMENT

According to the Company's articles of association, the board of directors should consist of at least three and not more than ten members, with a maximum of five deputies. The board of directors currently consists of five board members, and no deputy board member.

The Company's management team currently consists of ten (10) members. The CEO and the CFO are responsible for the Company's ongoing management and operations, reports to the board of directors and are required to manage the operations in accordance with the board of directors' guidelines and instructions as well as provide the board with decision-aiding materials. The division of duties between the board of directors and the CEO follows form Swedish law and is set out in the rules of procedure for the board of directors and instructions for the CEO.

The board of directors and the senior management are reached at the Company's head office at Lindhagensgatan 74, floor 7, 112 18 Stockholm, Sweden. Information regarding the members of the board of directors and the senior management, including significant commitments outside the Company, which are relevant for the Company, is set out below.

The board of directors of the Company

Erik Fröberg, member of the board since 2012, chairman of the board since 2015.

<i>Current significant commitments outside the Group:</i>	Chairman of the board in Digital Route AB, Xlent AB, and HDR AB. Board member in Varnish AB and Cybernetics AB.
---	---

Johan Stuart, member of the board since 2015.

<i>Current commitments outside the Group:</i>	Board member in HDR Sweden AB (including group companies), Digital Route AB; and Best Practice Scandinavia AB.
---	--

Björn Zethraeus, member of the board since 2017.

<i>Current commitments outside the Group:</i>	Board member and CEO in Cantaloupe AB.
---	--

Bridget Cosgrave, member of the board since 2018.

<i>Current commitments outside the Group:</i>	Board member in Ukkoverkot Oy and Every European Digital Sp. z o.o.
---	---

Renée Robinson Strömberg, member of the board since 2017.

Current commitments outside the Group: -

Management of the Company

Oscar Werner, CEO.

Experience outside the Group: Business Unit President at TobiiTech, Business Unit President at Tobii Dynavox, CEO at Getupdated, VP Sales and VP Product & Marketing at Mblox, Co-Founder and CEO at CoTraveller.

Eva Lessing, Chief Human Resources Officer

Experience outside the Group: Head of Human Resources at Snow Software, Manager at 3Academy, Head of Learning and Development at JM, Manager at CityMail Academy.

Björn Zethraeus, Corporate Development, Co-Founder

Experience outside the Group: Co-Founder of Ericsson IPX AB, Co-Founder of Sinch, several leading positions at IT and telecom companies in Sweden and abroad and management consultant in the field of mobile services.

Johan Hedberg, Business Development, Co-Founder

Experience outside the Group: Co-Founder of Sinch, Head of Messaging Services at Ericsson, Founder of CoTraveller, IT Consultant in CRM and ERP.

Jonas Lindeborg, Chief Technology Officer

Experience outside the Group: Head of Development at UIQ/Symbian, startup Mashmobile, CTO at Mblox, VP Engineering at Sinch

Robert Gerstmann, Chief Evangelist, Co-Founder

Experience outside the Group: Commercial managerial positions at Mblox and Netgiro/Digital River.

Thomas Heath, Chief Strategy Officer and Head of Investor Relations

Experience outside the Group: Equity Analyst at Danske Bank, Equity Analyst at Handelsbanken Capital Markets, Equity Analyst at Öhman Fondkommission.

Roshan Saldanha, Chief Financial Officer

Experience outside the Group: With Tele2 since 2007 (CFO) and Tele2 Sweden. Chairman of Net4Mobility and Svenska UMTS Nät AB. Several international financial assignments for Arthur Andersen, Citibank and the Kinnevik Group.

Jonathan Bean, Chief Marketing Officer

Experience outside the Group: Mynewsdesk since 2009 (Head of Marketing since 2015). Various roles as a sales representative for SaaS solutions at Cision

Anders Olin, President & Chief Operating Officer

Experience outside the Group: Several leading positions at Ericsson, (including member of group management and including head of the Telecom Core business unit). Director at several local Ericsson companies.

Conflicts of interests within administrative, management and control bodies

None of the members of the board of directors or the senior management of the Company has a private interest that may be in conflict with the interests of the Company.

Although there are currently no conflicts of interest, it cannot be excluded that conflicts of interest may come to arise between companies, in which members of the board of directors and members of the senior management have duties, and the Company.

FINANCIAL INFORMATION

Historical financial information

The Company's annual reports for the financial years ended 2018 and 2017 have been incorporated in this Prospectus by reference. The information incorporated by reference is to be read as part of this Prospectus.

The financial information for the financial years ending 2018 and 2017 have been prepared in accordance with International Financial Reporting Standards (IFRS) issued by the International Accounting Standards Board (IASB) and interpretations issued by the IFRS Interpretations Committee (IFRIC), as adopted by the European Union, Swedish Annual Accounts Act (Sw. *årsredovisningslagen (1995:1554)*), the Complementary Accounting Standards for Groups issued by the Swedish Council for Financial Reporting (Sw. *RFR 1 Kompletterande redovisningsregler för koncerner*).

The Company's annual reports for the financial years ended 2018 and 2017 have been audited by the Company's auditor. Other than the auditing of the Company's annual report for the financial ended 2018 and for the financial year ended 2017, the Company's auditor has not audited or reviewed any other parts of this Prospectus.

Information in the documents below, which has not been incorporated by reference, is either deemed by the Company no to be relevant for investors in the Bonds or is covered elsewhere in the Prospectus.

The following information in the Company's consolidated annual report for the financial year ended 2018 is incorporated in this Prospectus by reference and is available at the Company's website, <https://investors.sinch.com/reports-and-presentations>. For particular financial figures, please refer to the pages set out below.

<i>Reference</i>	<i>Pages</i>	<i>Reference</i>	<i>Pages</i>
Consolidated income statement and consolidated statement of comprehensive income	28	Parent income statement	32
Consolidated balance sheet	29	Parent balance sheet	33
Consolidated changes in equity	30	Parent changes in equity	34
Consolidated cash flow statement	31	Parent cash flow statement	35
Definitions	38–39	Notes	40–77

Independent auditor's report 79–82

The following information in the Company's consolidated annual report for the financial year ended 2017 is incorporated in this Prospectus by reference.² For particular financial figures, please refer to the pages set out below.

<i>Reference</i>	<i>Pages</i>	<i>Reference</i>	<i>Pages</i>
Consolidated income statement and consolidated statement of comprehensive income	24	Parent income statement	28
Consolidated balance sheet	25	Parent balance sheet	29
Consolidated changes in equity	26	Parent changes in equity	30
Consolidated cash flow statement	27	Parent cash flow statement	31
Definitions	34–35	Notes	36–64
Independent auditor's report	66–69		

Auditing of the annual historical financial information

The Company's annual reports for the financial years ended 2018 and 2017 have been audited by Deloitte AB, with Erik Olin as the auditor in charge. Erik Olin is an authorized public accountant. The business address of Deloitte AB is Rehnsgatan 11, 113 79, Stockholm, Sweden.

Unless otherwise explicitly stated, no information contained in this Prospectus has been audited or reviewed by the Company's auditor.

Age of the most recent financial information

The most recent historical financial information incorporated into this Prospectus by reference derives from the Company's consolidated annual report for the financial year ending on 2018, which was published on the Company's website on 26 April 2019. This means that the balance sheet date of the Company's most recent audited financial information falls at least 18 months prior to the date of this Prospectus.

² Please note that the consolidated annual report for the financial year ended 2017 refers to the Company's former name, CLX Communications AB (publ).

Legal and arbitration proceedings

The Company has not, during the previous twelve months, been involved in and is not aware of, any governmental, legal or arbitration proceedings that have had or may have, significant effects on the Company's or the Group's financial position or profitability. Nor is the Company aware of any such proceedings that are pending or threatening and that could lead to the Company or any member of the Group becoming a part to such proceedings.

Significant changes

Other than as the issuance of the Bonds on 27 November 2019, there has been no significant change in the financial or market position of the Group since the end of the last financial period for which interim financial information has been published.

OTHER INFORMATION

Material agreements

Neither the Company, nor the Group or any of its associated entities has or have entered into any material agreements not in the ordinary course of its business and that may affect the Company's ability to fulfil its obligations under the Bonds.

Clearing and settlement

The Bonds are connected to the account-based system of Euroclear Sweden AB, registration number 556112-8074, P.O. Box 191, SE-101 23 Stockholm. This means that the Bonds are registered on behalf of the Holders on a securities account (Sw. *VP-konto*). No physical Bonds have been or will be issued. Payment of principal, interest and, if applicable, withholding tax will be made through Euroclear's book-entry system.

Representation of the holders

Nordic Trustee & Agency AB (publ) (reg. no. 556882-1879) is acting as agent for the holders in relation to the Bonds, and if relevant, any other matter within its authority or duty in accordance with the Terms and Conditions.

By acquiring Bonds, each subsequent bondholder confirms such appointment and authorisation for the Agent to act on its behalf, on the terms, including rights and obligations of the agent, set out in the Terms and Conditions. The Terms and Conditions are available at the agent's office address (Norrlandsgatan 23, SE-111 43 Stockholm, Sweden) during normal business hours as well as at the Agent's website, www.nordictrustee.com.

Documents available for inspection

Copies of the following documents are available at the Company's head office in paper format during the validity period of this Prospectus.

- The Company's articles of association.
- The Company's certificate of registration.
- The Company's consolidated annual report for the financial year ending on 2018.
- The Company's consolidated annual report for the financial year ending on 2017.

The documents listed above are also available at the Company's website, <https://investors.sinch.com/>.

Interest of natural and legal persons involved in the bond issue

The Issuing Agent and the Joint Bookrunners and/or their affiliates have engaged in, and may in the future engage in, investment banking and/or commercial banking or other services for the Company and the Group in the ordinary course of business. Accordingly, conflicts of interest may exist or may arise as a result of the Issuing Agent and the Joint Bookrunners and/or their affiliates having previously engaged, or engaging in future, in transactions with other parties, having multiple roles or carrying out other transactions for third parties with conflicting interests.

TERMS AND CONDITIONS FOR THE BONDS

TERMS AND CONDITIONS FOR SINCH AB (PUBL) MAXIMUM SEK 1,500,000,000 SENIOR UNSECURED CALLABLE FLOATING RATE BONDS 2019/2024 ISIN: SE0013382140

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 Central Securities Depositories and Financial Instruments Accounts Act and through which a Bondholder has opened a Securities Account in respect of its Bonds.

“**Accounting Principles**” means the international financial reporting standards (IFRS) within the meaning of Regulation 1606/2002/EC (or as otherwise adopted or amended from time to time).

“**Adjusted Nominal Amount**” means the total aggregate Nominal Amount of the Bonds outstanding at the relevant time less the aggregate Nominal Amount of all Bonds owned by a Group Company or an Affiliate of a Group Company, irrespective of whether such Person is directly registered as owner of such Bonds.

“**Affiliate**” means, in respect of any Person, any other Person directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purpose of this definition, “**control**” when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “**controlling**” and “**controlled**” have meanings correlative to the foregoing.

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

“**Agent**” means the Bondholders’ agent under these Terms and Conditions from time to time; initially Nordic Trustee & Agency AB (publ) (reg. no. 556882-1879, P.O. Box 7329, SE-103 90 Stockholm, Sweden).

“**Bank Loan**” means any monies borrowed or raised from banks or other financial institutions *including* in respect of receivables sold or discounted at recourse basis but *excluding* any account overdrafts.

“**Bond**” means debt instruments (Sw. *skuldförbindelser*), each for the Nominal Amount and of the type set forth in Chapter 1 Section 3 of the Central Securities Depositories and Financial Instruments Accounts Act, issued by the Issuer under these Terms and Conditions.

“**Bondholder**” means the Person who is registered on a Securities Account as direct registered owner (Sw. *ägare*) or nominee (Sw. *förvaltare*) with respect to a Bond.

“**Bondholders’ Meeting**” means a meeting among the Bondholders held in accordance with Clause 18 (*Bondholders’ Meeting*).

“**Business Day**” means a day in Sweden other than a public holiday. For the purpose of this definition, Saturdays, Sundays, Midsummer Eve (Sw. *midsommarafton*), Christmas Eve (Sw. *julafton*) and New Year’s Eve (Sw. *nyårsafton*) shall 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.

“**Central Securities Depositories and Financial Instruments Accounts Act**” means the Swedish Central Securities Depositories and Financial Instruments Accounts Act (Sw. *lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*).

“**Change of Control**” means the occurrence of an event or series of events whereby one or more Persons acting together, acquire control over the Issuer and where “control” means (i) acquiring or controlling, directly or indirectly, more than fifty (50.00) per cent. of the voting shares of the Issuer, or (ii) the right to, directly or indirectly, appoint or remove the whole or a majority of the directors of the board of directors of the Issuer.

“**Compliance Certificate**” means a certificate, in the form agreed between the Issuer and the Agent, signed by the CEO, CFO or any other person duly authorised by the Issuer.

“CSD” means the Issuer’s central securities depository and registrar in respect of the Bonds from time to time; initially Euroclear Sweden AB (reg. no. 556112-8074, P.O. Box 191, SE-101 23 Stockholm, Sweden).

“De-listing” means the occurrence of an event or series of events whereby:

- (a) the shares in the Issuer are not listed and admitted to trading on Nasdaq Stockholm or any other Regulated Market; or
- (b) trading in the shares in the Issuer on Nasdaq Stockholm (or any other Regulated Market) is suspended for a period of fifteen (15) consecutive Business Days.

“EBITDA” means, in relation to any Reference Period, the consolidated operating profit of the Group:

- (a) *before taking into account* corporate tax or other taxes on income or gains (whether paid or received);
- (b) *before any deduction* for interest payable;
- (c) *after deducting* (to the extent otherwise included) interest receivable;
- (d) *excluding* items of a one-off, extraordinary or non-recurring nature, provided that they do not in aggregate exceed 10 per cent. of EBITDA in any Reference Period, and provided that such item is reported as a one-off, extraordinary or non-recurring item in the relevant Quarterly Report;
- (e) *after deducting* (to the extent otherwise included) the amount of profit (or *adding back* the amount of loss) of any member of the Group (other than the Issuer) which is attributable to any third party (other than a member of the Group) which is a shareholder in that member of the Group;
- (f) *after adding back or deducting*, as the case may be, the amount of any loss or gain against book value arising on a disposal of any asset, to the extent included in arriving at EBITDA;
- (g) *before deducting* amortisation of any goodwill or any intangible assets;
- (h) *before deducting* all depreciation whatsoever; and
- (i) *after adding back or deducting*, as the case may be, any unrealised gains or losses due to exchange rate movements, provided such gains or losses relate to the business operations and not the financing of the Group,

each item as shown in the income statement of the relevant Quarterly Report.

“**Event of Default**” means an event or circumstance specified as such in Clause 15 (*Termination of the Bonds*).

“**Final Redemption Date**” means 27 November 2024 or to the extent such day is not a Business Day, the Business Day following from an application of the Business Day Convention.

“**Finance Charges**” means, for the Reference Period, the aggregate amount of the accrued interest, commission, fees, discounts, payment fees, premiums or charges and other finance payments in respect of Financial Indebtedness whether paid, payable or capitalised by any Group Company according to the latest Quarterly Report(s) (calculated on a consolidated basis) without taking into account any Transaction Costs and/or any unrealised gains or losses on any derivative instruments other than any derivative instruments which are accounted for on a hedge accounting basis.

“**Finance Documents**” means the Terms and Conditions and any other document designated by the Issuer and the Agent as a Finance Document.

“**Financial Indebtedness**” means any indebtedness in respect of:

- (a) monies borrowed or raised, including under any Market Loans;
- (b) receivables sold or discounted (other than on a non-recourse basis);
- (c) any amount raised under any other transaction having the commercial effect of a borrowing (including forward sale or purchase arrangements);
- (d) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the mark to market value shall be taken into account provided that if any actual amount is due as a result of a termination or a close-out, such amount shall be used instead);
- (e) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (f) (without double counting) liabilities under guarantees or indemnities for any of the obligations referred to in paragraphs (a) to (e) above,

but excluding any liability for or in respect of any lease or hire purchase contract.

“**Financial Statements**” means the annual audited consolidated financial statements of the Group, the annual audited unconsolidated financial statements of the Issuer, the quarterly interim unaudited consolidated reports of the Group or the quarterly interim unaudited unconsolidated reports of the Issuer, which shall be prepared and made available according to paragraphs (a) and (b) of Clause 12.1 (*Financial Statements*).

“**First Issue Date**” means 27 November 2019 or such other date as is agreed between the Issuing Agent and the Issuer.

“**Force Majeure Event**” has the meaning set forth in Clause 27.1.

“**Group**” means the Issuer and all the Subsidiaries from time to time.

“**Group Company**” means the Issuer or any of its Subsidiaries.

“**Incurrence Test**” has the meaning set forth in Clause 13.1 (*Incurrence Test*).

“**Incurrence Test Date**” has the meaning set forth in Clause 13.1 (*Incurrence Test*).

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

“**Initial Bond Issue**” has the meaning set forth in Clause 2.1.

“**Interest**” means the interest on the Bonds calculated in accordance with Clauses 10.1 to 10.3.

“**Interest Coverage Ratio**” means the ratio of EBITDA to Net Finance Charges.

“**Interest Payment Date**” means 27 February, 27 May, 27 August and 27 November each year as well as on the Final Redemption Date, or, to the extent such day is not a Business Day, the Business Day following from an application of the Business Day Convention (with the first Interest Payment Date on 27 February 2020 and the last Interest Payment Date being the Final Redemption Date (or any final Redemption Date prior thereto)).

“**Interest Period**” means each period beginning on (but excluding) the First Issue Date or any Interest Payment Date and ending on (and including) the next succeeding Interest Payment Date (or a shorter period if relevant) and, in respect of Subsequent Bonds, each period beginning on (but excluding) the Interest Payment Date falling immediately prior to their

issuance and ending on (and including) the next succeeding Interest Payment Date (or a shorter period if relevant).

“**Interest Rate**” means a floating rate of STIBOR (3 months) + 2.50 per cent. *p.a.* provided that if the Interest Rate is less than zero, it shall be deemed to be zero, however considering that no STIBOR floor is applicable.

“**Issue Date**” means the First Issue Date or any date when Subsequent Bonds are issued pursuant to these Terms and Conditions.

“**Issuer**” means Sinch AB (publ), reg. no. 556882-8908, Lindhagensgatan 74, Floor 7, SE-112 18 Stockholm, Sweden.

“**Issuing Agent**” means Danske Bank A/S, Danmark, Sverige Filial, reg. no. 516401-9811, Norrmalmstorg 1, P.O. Box 7523, SE-103 92 Stockholm, or another party replacing it, as Issuing Agent, in accordance with these Terms and Conditions.

“**Listing Failure**” means the situation where the Bonds issued in the Initial Bond Issue have not been admitted to trading on the corporate bond list of Nasdaq Stockholm (or any other Regulated Market) within sixty (60) calendar days from the First Issue Date (although the Issuer intends to have the Bonds issued in the Initial Bond Issue admitted to trading within thirty (30) calendar days from the First Issue Date) or where any Subsequent Bonds have not been admitted to trading on the corporate bond list of Nasdaq Stockholm (or any other Regulated Market) within twenty (20) calendar days after the Issue Date in respect of such Subsequent Bonds.

“**Market Loan**” means any loan or other indebtedness where an entity issues commercial papers, certificates, convertibles, 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 Stockholm or any other Regulated Market or an unregulated recognised market place.

“**Material Adverse Effect**” means a material adverse effect on:

- (a) the business, financial condition or operations of the Group taken as a whole;
- (b) the Issuer’s ability to perform its payment obligations under the Terms and Conditions; or
- (c) the validity or enforceability of the Terms and Conditions.

“**Material Group Company**” means the Issuer or a Subsidiary representing more than 7.50% of the EBITDA of the Group on a consolidated basis according to the latest Financial Report.

“**Nasdaq Stockholm**” means the Regulated Market of Nasdaq Stockholm AB (reg. no. 556420-8394, SE-105 78 Stockholm, Sweden).

“**Net Finance Charges**” means, for the Reference Period, the Finance Charges according to the latest consolidated Quarterly Report, after deducting any interest payable for the Reference Period to any Group Company and any interest income relating to cash and cash equivalents investments of the Group.

“**Net Interest Bearing Debt**” means the aggregated interest bearing debt of the Group:

- (a) *excluding* any interest bearing debt borrowed from any Group Company;
- (b) *excluding* any lease or hire purchase contract, a liability under which would, in accordance with the Accounting Principles, be treated as a balance sheet liability;
- (c) *excluding* any contractual non-interest bearing earn-out payments relating to acquisitions made by the Group regardless of how such earn-out payments are accounted for in the Accounting Principles; and
- (d) *less* cash and cash equivalents of the Group,

in each case in accordance with the Accounting Principles.

“**Net Proceeds**” means the proceeds from the Initial Bond Issue or any Subsequent Bond Issue after deduction has been made for Transaction Costs.

“**Nominal Amount**” has the meaning set forth in Clause 3.1.

“**Person**” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organisation, government, or any agency or political subdivision thereof or any other entity, whether or not having a separate legal personality.

“**Quarter Date**” means each of 31 March, 30 June, 30 September and 31 December.

“**Quarter Period**” means each period beginning on the day immediately following a Quarter Date and ending on the next following Quarter Date.

“**Quarterly Report**” means the quarterly interim unaudited consolidated reports of the Group and the quarterly interim unaudited unconsolidated reports of the Issuer.

“**Quotation Day**” means, in relation to (i) an Interest Period for which an Interest Rate is to be determined, two (2) Business Days before the immediately preceding Interest Payment Date (or in respect of the first Interest Period, two (2) Business Days before the First Issue Date), or (ii) any other 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 (5th) Business Day prior to (i) an Interest Payment Date, (ii) a Redemption Date, (iii) a date on which a payment to the Bondholders is to be made under Clause 16 (*Distribution of proceeds*), (iv) the date of a Bondholders’ 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 Bonds are to be redeemed or repurchased in accordance with Clause 11 (*Redemption and repurchase of the Bonds*).

“**Reference Period**” means each period of twelve (12) consecutive calendar months ending on a Quarter Date.

“**Refinancing Debt**” means any Financial Indebtedness which refinances existing Financial Indebtedness of the Group, provided that the outstanding nominal amount of such Financial Indebtedness does not increase as a result of the refinancing.

“**Regulated Market**” means any regulated market as defined in the Markets in Financial Instruments Directive 2014/65/EU (MiFID II), as amended.

“**Restricted Payment**” has the meaning set forth in Clause 14.3.

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

“**SEK**” means the lawful currency of Sweden for the time being.

“**STIBOR**” means:

- (a) the applicable percentage rate per annum displayed on Thomson Reuters screen SIDE01 (or through another system or website replacing it) as of or around 11:00 a.m. on the Quotation Day for the offering of deposits in SEK and for a period comparable to the relevant Interest Period; or
- (b) if no such rate as set out in paragraph (a) above is available for the relevant Interest Period, the rate calculated by the Issuing Agent (rounded upwards to four decimal places) which results from interpolating on a linear basis between (i) the applicable screen rate for the longest period (for which that screen rate is available) which is less than the Interest Period, and (ii) the applicable screen rate for the shortest period (for which that screen rate is available) which exceeds that Interest Period, as of or around 11:00 a.m. on the Quotation Day; or
- (c) if no rate is available for the relevant Interest Period pursuant to paragraph (a) or (b) above, 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
- (d) if no rate is available for the relevant Interest Period pursuant to paragraphs (a) and (b) above and if no quotation is available pursuant to paragraph (c) above, the interest rate which according to the reasonable assessment of the Issuing Agent best reflects the interest rate for deposits in SEK offered in the Stockholm interbank market for the relevant period.

“**Subsequent Bond**” means any Bonds issued after the First Issue Date on one or more occasions.

“**Subsequent Bond Issue**” means any issue of Subsequent Bonds.

“**Subsidiary**” means, in relation to the Issuer, any legal entity (whether incorporated or not), in respect of which the Issuer, directly or indirectly, (i) owns shares or ownership rights representing more than 50.00 per cent. of the total number of votes held by the owners, (ii) otherwise controls more than 50.00 per cent. of the total number of votes held by the owners, (iii) has the power to appoint and remove all, or the majority of, the

members of the board of directors or other governing body or (iv) exercises control as determined in accordance with the Accounting Principles.

“**Transaction Costs**” means all fees, costs and expenses incurred by the Issuer in connection with the Initial Bond Issue or a Subsequent Bond Issue.

“**Written Procedure**” means the written or electronic procedure for decision making among the Bondholders in accordance with Clause 19 (*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 (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency or department;
- (d) a provision of law is a reference to that provision as amended or re-enacted; and
- (e) a time of day is a reference to Stockholm time.

1.2.2 An Event of Default is continuing if it has not been remedied or waived.

1.2.3 When ascertaining whether a limit or threshold specified in SEK 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 SEK for the previous Business Day, as published by the Swedish Central Bank (Sw. Riksbanken) on its website (www.riksbank.se). If no such rate is available, the most recently published rate shall be used instead.

1.2.4 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.

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

- 1.2.6 The selling and the distribution restrictions and the privacy statement contained in this document before the table of contents do not form part of the Terms and Conditions and may be updated without the consent of the Bondholders and the Agent (save for the privacy statement insofar it relates to the Agent).

2. STATUS OF THE BONDS

The Bonds constitute direct, general, unconditional, unsubordinated and unsecured obligations of the Issuer and shall at all times rank at least *pari passu* with all direct, general, unconditional, unsubordinated and unsecured obligations of the Issuer, except those obligations which are mandatorily preferred by law, and without any preference among them.

3. THE AMOUNT OF THE BONDS AND UNDERTAKING TO MAKE PAYMENTS

- 3.1 The aggregate amount of the bond loan will be an amount of up to SEK 1,500,000,000 which will be represented by Bonds, each of a nominal amount of SEK 1,250,000 or full multiples thereof (the “**Nominal Amount**”). The total nominal amount of the Initial Bonds is SEK 750,000,000 (“**Initial Bond Issue**”).
- 3.2 All Initial Bonds are issued on a fully paid basis at an issue price of 100.00 per cent. of the Nominal Amount.
- 3.3 The ISIN for the Bonds is SE0013382140.
- 3.4 The minimum permissible investment in connection with the Initial Bond Issue is SEK 1,250,000.
- 3.5 The Issuer may at one or more occasions after the First Issue Date issue Subsequent Bonds under these Terms and Conditions, until the total amount under such Subsequent Bond Issue(s) and the Initial Bond Issue equals SEK 1,500,000,000, always provided that the Incurrence Test (calculated *pro forma* including such issue) is met. Subsequent Bonds shall be issued subject to these Terms and Conditions and, for the avoidance of doubt, the ISIN, the Interest Rate, the Nominal Amount and the final maturity applicable to the Initial Bonds shall apply also to Subsequent Bonds. The price of Subsequent Bonds may be set at the Nominal Amount, or at a discount or at a higher price than the Nominal Amount.

- 3.6 The Issuer undertakes to repay the Bonds, to pay Interest and to otherwise act in accordance and comply with these Terms and Conditions.
- 3.7 The Bonds are denominated in SEK and each Bond is constituted by these Terms and Conditions.
- 3.8 By subscribing for Bonds, each initial Bondholder agrees that the Bonds shall benefit from and be subject to these Terms and Conditions and by acquiring Bonds each subsequent Bondholder confirms these Terms and Conditions.

4. USE OF PROCEEDS

The Net Proceeds of the Initial Bond Issue and any Subsequent Bond Issue shall be used for general corporate purposes (including, but not limited to, acquisitions and capital expenditures).

5. CONDITIONS FOR DISBURSEMENT

5.1 Conditions Precedent for the Initial Bond Issue

- 5.1.1 The Issuer shall provide to the Agent, no later than 2:00 p.m. two (2) Business Days prior to the First Issue Date (or such later time as agreed by the Agent), the following in form and substance satisfactory to the Agent (acting reasonably):
- (a) copies of the constitutional documents of the Issuer;
 - (b) copies of duly executed corporate resolutions and/or authorisations by the Issuer approving the Initial Bond Issue, the terms of the Terms and Conditions and the Agency Agreement and resolving to enter into such documents and any other documents necessary in connection therewith (as applicable);
 - (c) a copy of an agreed form Compliance Certificate; and
 - (d) copies of duly executed Terms and Conditions and the Agency Agreement.
- 5.1.2 The Agent may assume that the documentation and evidence delivered to it is accurate, legally valid, enforceable, correct, true and complete unless it has actual knowledge to the contrary, and the Agent does not have to verify or assess the contents of any such documentation. The Agent does not review the documents and evidence referred to above from a legal or commercial perspective of the bondholders. The Agent shall confirm to the

Issuing Agent without delay when the conditions set out in Clause 5.1.1 have been satisfied (or amended or waived in accordance with Clause 20 (*Amendments and waivers*)).

5.1.3 Following receipt by the Issuing Agent of the confirmation in accordance with Clause 5.1.2, the Issuing Agent shall settle the issuance of the Initial Bonds and pay the Net Proceeds of the Initial Bond Issue to the Issuer on the First Issue Date.

5.2 **Conditions Precedent for a Subsequent Bond Issue**

5.2.1 The Issuer shall provide to the Agent, no later than 2:00 p.m. two (2) Business Days prior to the Issue Date (or such later time as agreed to by the Agent) in respect of Subsequent Notes, the following:

- (a) copies of the constitutional documents of the Issuer;
- (b) a copy of a resolution from the board of directors of the Issuer approving the issue of the Subsequent Bonds and resolving to enter into documents necessary in connection therewith; and
- (c) a certificate from the Issuer confirming that:
 - (i) no Event of Default is continuing or would result from the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing or from the Subsequent Bond Issue; and
 - (ii) the Incurrence Test (calculated pro forma including such Subsequent Bond Issue) is met.

5.2.2 The Agent shall confirm to the Issuing Agent when it is satisfied that the conditions in Clause 5.2.1 have been fulfilled (or amended or waived in accordance with Clause 20 (*Amendments and waivers*)).

5.2.3 Following receipt by the Issuing Agent of the confirmation in accordance with Clause 5.2.2, the Issuing Agent shall settle the issuance of any Subsequent Bonds and pay the Net Proceeds of such Subsequent Bond Issue to the Issuer on the relevant Issue Date.

6. **THE BONDS AND TRANSFERABILITY**

6.1 Each Bondholder is bound by these Terms and Conditions without there being any further actions required to be taken or formalities to be complied with.

- 6.2 The Bonds are freely transferable but the Bondholders may be subject to purchase or transfer restrictions with regards to the Bonds, as applicable, under local regulation to which a Bondholder may be subject. All Bond transfers are subject to these Terms and Conditions and these Terms and Conditions are automatically applicable in relation to all Bond transferees upon completed transfer.
- 6.3 Upon a transfer of Bonds, any rights and obligations under these Terms and Conditions relating to such Bonds are automatically transferred to the transferee.
- 6.4 No action is being taken in any jurisdiction that would or is intended to permit a public offering of the Bonds or the possession, circulation or distribution of any document or other material relating to the Issuer or the Bonds in any jurisdiction other than Sweden, where action for that purpose is required. Each Bondholder must inform itself about, and observe, any applicable restrictions to the transfer of material relating to the Issuer or the Bonds, (due to, *e.g.*, its nationality, its residency, its registered address or its place(s) of business). Each Bondholder must ensure compliance with such restrictions at its own cost and expense.
- 6.5 The Bonds have not been and will not be registered under the U.S. Securities Act of 1933, as amended. The Bonds may not be offered, sold or delivered within the United States of America or to, or for the account or benefit of, U.S. persons.
- 6.6 For the avoidance of doubt and notwithstanding the above, a Bondholder which allegedly has purchased Bonds in contradiction to mandatory restrictions applicable may nevertheless utilise its voting rights under these Terms and Conditions and shall be entitled to exercise its full rights as a Bondholder hereunder in each case until such allegations have been resolved.

7. BONDS IN BOOK-ENTRY FORM

- 7.1 The Bonds will be registered for the Bondholders on their respective Securities Accounts and no physical Bonds will be issued. Accordingly, the Bonds will be registered in accordance with the Central Securities Depositories and Financial Instruments Accounts Act. Registration requests relating to the Bonds shall be directed to an Account Operator. The debt register (Sw. *skuldbok*) kept by the CSD from time to time shall

constitute conclusive evidence of the persons who are Bondholders and their holdings of Bonds at the relevant point of time.

- 7.2 Those who according to assignment, security, the provisions of the Swedish Children and Parents Code (*Sw. föräldrabalken (1949:381)*), conditions of will or deed of gift or otherwise have acquired a right to receive payments in respect of a Bond shall register their entitlements to receive payment in accordance with the Central Securities Depositories and Financial Instruments Accounts Act.
- 7.3 The Issuer (and the Agent when permitted under the CSD's applicable regulations) shall be entitled to obtain information from the debt register kept by the CSD in respect of the Bonds. At the request of the Agent, the Issuer shall promptly obtain such information and provide it to the Agent.
- 7.4 For the purpose of or in connection with any Bondholders' 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 Bonds. If the Agent does not otherwise obtain information from such debt register as contemplated under these Terms and Conditions, the Issuing Agent shall at the request of the Agent obtain information from the debt register and provide it to the Agent.
- 7.5 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 Bonds. The Issuer may not revoke any such power of attorney unless directed by the Agent or unless consent thereto is given by the Bondholders.
- 7.6 The Issuer (and the Agent when permitted under the CSD's applicable regulations) may use the information referred to in Clause 7.3 only for the purposes of carrying out their duties and exercising their rights in accordance with these Terms and Conditions and shall not disclose such information to any Bondholder or third party unless necessary for such purposes.

8. RIGHT TO ACT ON BEHALF OF A BONDHOLDER

- 8.1 If any Person other than a Bondholder wishes to exercise any rights under these Terms and Conditions, it must obtain a power of attorney (or, if applicable, a coherent chain of powers of attorney), a certificate from the

authorised nominee or other sufficient proof of authorisation for such Person.

- 8.2 A Bondholder may issue one or several powers of attorney to third parties to represent it in relation to some or all of the Bonds held by it. Any such representative may act independently under these Terms and Conditions in relation to the Bonds for which such representative is entitled to represent the Bondholder and may further delegate its right to represent the Bondholder by way of a further power of attorney.
- 8.3 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 Clauses 8.1 and 8.2 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.
- 8.4 These Terms and Conditions shall not affect the relationship between a Bondholder who is the nominee (*Sw. förvaltare*) with respect to a Bond and the owner of such Bond, and it is the responsibility of such nominee to observe and comply with any restrictions that may apply to it in this capacity.

9. PAYMENTS IN RESPECT OF THE BONDS

- 9.1 Any payment or repayment under these Terms and Conditions, or any amount due in respect of a repurchase of any Bonds, shall be made to such Person who is registered as a Bondholder on the Record Date prior to the relevant payment date, or to such other Person who is registered with the CSD on such Record Date as being entitled to receive the relevant payment, repayment or repurchase amount.
- 9.2 If a Bondholder has registered, through an Account Operator, that principal, Interest and any other payment that shall be made under these Terms and Conditions shall be deposited in a certain bank account; such deposits will be effectuated by the CSD on the relevant payment date. In other cases, payments will be transferred by the CSD to the Bondholder 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 effectuate payments as aforesaid, the Issuer shall procure that such amounts are paid to the Persons who are registered as Bondholders on the relevant Record Date as soon as possible after such obstacle has been removed.

- 9.3 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 10.4 during such postponement.
- 9.4 If payment or repayment is made in accordance with this Clause 9, 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, unless the Issuer or the CSD (as applicable) was aware of that the payment was being made to a Person not entitled to receive such amount.
- 9.5 The Issuer shall pay any stamp duty and other public fees accruing in connection with the Initial Bond Issue or a Subsequent Bond Issue, but not in respect of trading in the secondary market (except to the extent required by applicable law), and shall deduct at source any applicable withholding tax payable pursuant to law. The Issuer shall not be liable to reimburse any stamp duty or public fee or to gross-up any payments under these Terms and Conditions by virtue of any withholding tax, public levy or similar.

10. INTEREST

- 10.1 The Initial Bonds will bear Interest at the Interest Rate applied to the Nominal Amount from, but excluding, the First Issue Date up to and including the relevant Redemption Date. Any Subsequent Bond will, however, carry Interest at the Interest Rate from, but excluding, the Interest Payment Date falling immediately prior to its issuance up to and including the relevant Redemption Date.
- 10.2 Interest accrues during an Interest Period. Payment of Interest in respect of the Bonds shall be made quarterly in arrears to the Bondholders on each Interest Payment Date for the preceding Interest Period.
- 10.3 Interest shall be calculated on the basis of the actual number of calendar days in the Interest Period in respect of which payment is being made divided by 360 (actual/360-days basis).
- 10.4 If the Issuer fails to pay any amount payable by it under these Terms and Conditions 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 200 basis points 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.

11. REDEMPTION AND REPURCHASE OF THE BONDS

11.1 Redemption at maturity

The Issuer shall redeem all, but not only some, of the Bonds in full on the Final Redemption Date (or, to the extent such day is not a Business Day and if permitted under the CSD's applicable regulations, on the Business Day following from an application of the Business Day Convention, and otherwise on the first following Business Day) with an amount per Bond equal to the Nominal Amount together with accrued but unpaid Interest.

11.2 The Group Companies' purchase of Bonds

Each Group Company may, subject to applicable law, at any time and at any price purchase Bonds. Any Bonds held by a Group Company may at such Group Company's discretion be retained or sold, but not cancelled, except in connection with a redemption of the Bonds in full.

11.3 Early voluntary redemption by the Issuer (call option)

11.3.1 The Issuer may redeem all, but not only some, of the Bonds in full on any Business Day falling on or after the date falling 3 months prior to the Final Redemption Date up to (but excluding) the Final Redemption Date, at a price equal to 100.00 per cent. of the Nominal Amount together with accrued but unpaid interest, provided that such early redemption is financed in part or in full by way of the Issuer issuing new Market Loans.

11.3.2 Redemption in accordance with Clause 11.3.1 shall be made by the Issuer giving not less than fifteen (15) Business Days' notice to the Bondholders and the Agent. Any such notice shall state the Redemption Date and the relevant Record Date and is irrevocable but may, at the Issuer's discretion, contain one or more conditions precedent to be fulfilled prior to the Record Date. Upon expiry of such notice and the fulfilment of the conditions precedent (if any), the Issuer is bound to redeem the Bonds in full at the applicable amounts.

11.4 Mandatory repurchase due to a Change of Control, a De-listing or Listing Failure (put option)

11.4.1 Upon a Change of Control, a De-listing or a Listing Failure occurring, each Bondholder shall have the right to request that all, or only some, of its Bonds are repurchased (whereby the Issuer shall have the obligation to

repurchase such Bonds) at a price per Bond equal to 101.00 per cent. of the Nominal Amount together with accrued but unpaid Interest during a period of thirty (30) calendar days following a notice from the Issuer of the Change of Control, De-listing or Listing Failure (as applicable) pursuant to paragraph (a)(i) of Clause 12.3 (*Information: miscellaneous*). The thirty (30) calendar days' period may not start earlier than upon the occurrence of the Change of Control, De-listing or Listing Failure.

- 11.4.2 The notice from the Issuer pursuant to paragraph (a)(i) of Clause 12.3 (*Information: miscellaneous*) shall specify the repurchase date and include instructions about the actions that a Bondholder needs to take if it wants Bonds held by it to be repurchased. If a Bondholder has so requested, and acted in accordance with the instructions in the notice from the Issuer, the Issuer, or a Person designated by the Issuer, shall repurchase the relevant Bonds and the repurchase amount shall fall due on the repurchase date specified in the notice given by the Issuer pursuant to paragraph (a)(i) of Clause 12.3 (*Information: miscellaneous*). The repurchase date must fall no later than twenty (20) Business Days after the end of the period referred to in Clause 11.4.1.
- 11.4.3 The Issuer shall comply with the requirements of any applicable securities laws or regulations in connection with the repurchase of Bonds. To the extent that the provisions of such laws and regulations conflict with the provisions in this Clause 11.4, the Issuer shall comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Clause 11.4 by virtue of the conflict.
- 11.4.4 The Issuer shall not be required to repurchase any Bonds pursuant to this Clause 11.4, if a third party in connection with the occurrence of a Change of Control, De-listing or Listing Failure Event, as applicable, offers to purchase all Bonds in the manner and on the terms set out in this Clause 11.4 (or on terms more favourable to the Bondholders) and purchases all Bonds validly tendered in accordance with such offer. If the Bonds tendered are not purchased within the time limits stipulated in this Clause 11.4, the Issuer shall repurchase any such Bonds within five (5) Business Days after the expiry of the time limit.
- 11.4.5 Any Bonds repurchased by the Issuer pursuant to this Clause 11.4 may at the Issuer's discretion be retained, sold or cancelled in accordance with Clause 11.2.

12. INFORMATION UNDERTAKINGS

12.1 Financial Statements

The Issuer shall:

- (a) prepare and make available the annual audited consolidated financial statements of the Group and the annual audited unconsolidated financial statements of the Issuer, including a profit and loss account, a balance sheet, a cash flow statement and management commentary or report from the Issuer's board of directors, on its website not later than four (4) months after the expiry of each financial year;
- (b) prepare and make available Quarterly Reports, including a profit and loss account, a balance sheet, a cash flow statement (prepared on a consolidated basis only) and management commentary or report from the Issuer's board of directors, on its website not later than two (2) months after the expiry of each relevant interim period; and
- (c) prepare the Financial Statements in accordance with the Accounting Principles and make them available in accordance with the rules and regulations of Nasdaq Stockholm (or any other Regulated Market, as applicable) (as amended from time to time) and the Swedish Securities Market Act (*Sw. lag (2007:528) om värdepappersmarknaden*) (as amended from time to time).

12.2 Compliance Certificate

12.2.1 The Issuer shall issue a Compliance Certificate to the Agent signed by the Issuer:

- (a) in connection with the delivery of its consolidated Quarterly Reports, but only if the ratio of Net Interest Bearing Debt to EBITDA was higher than 2.50:1 in respect of the Reference Period ended on the last day of the preceding Quarterly Report and further provided that:
 - (i) the Issuer shall only be required to include an Incurrence Test in respect of Restricted Payments in the Compliance Certificate if the Issuer has made Restricted Payments in aggregate in excess of SEK 50,000,000 during the Quarter Period ended on the last day of the Quarterly Report; and

(ii) the Issuer shall only be required to include an Incurrence Test in respect of incurrence of Market Loans or Bank Loans (as applicable) in the Compliance Certificate if Net Interest Bearing Debt has increased by SEK 150,000,000 or more during the Quarter Period ended on the last day of the Quarterly Report; or

(b) at the Agent's reasonable request, within twenty (20) calendar days from such request.

12.2.2 In each Compliance Certificate, the Issuer shall confirm:

(a) that, so far as it is aware, no Event of Default is continuing or, if it is aware that such event is continuing, specify the event and steps, if any, being taken to remedy it;

(b) if provided in relation to the incurrence of a Market Loan or Bank Loan pursuant to paragraph (i) of Clause 12.2.1, that the Incurrence Test was met in respect of the most recent incurrence of a Market Loan or Bank Loan, including calculations and figures in respect of the Incurrence Test;

(c) if provided in relation to a Restricted Payment pursuant to paragraph (i) of Clause 12.2.1, that the Incurrence Test was met in respect of the most recent Restricted Payment which was subject to the Incurrence Test, including calculations and figures in respect of the Incurrence Test; and

(d) if provided at the Agent's reasonable request pursuant to paragraph (b) of Clause 12.2.1, that the Incurrence Test was met in respect of the most recent Restricted Payment, Market Loan or Bank Loan made prior to the Agent's request.

12.3 **Information: miscellaneous**

The Issuer shall:

(a) promptly notify:

(i) the Agent and the Bondholders upon becoming aware of the occurrence of a Change of Control, a De-listing or a Listing Failure; and

(ii) the Agent upon becoming aware of the occurrence of an Event of Default

and shall provide the Agent with such further information as the Agent may request (acting reasonably) following receipt of such notice; and

- (b) keep the latest version of the Terms and Conditions (including documents amending the Terms and Conditions) available on its website.

13. INCURRENCE TEST

13.1 Incurrence Test

13.1.1 The Incurrence Test shall be applied in connection with:

- (a) the issuance of Subsequent Bonds pursuant to Clause 3.5;
- (b) the issuance of a Market Loan or the incurrence of a Bank Loan pursuant to paragraph (a)(i) of Clause 14.5 (*Financial Indebtedness*); or
- (c) the making of a Restricted Payment by the Issuer pursuant to paragraph (b) of Clause 14.3 (*Distributions*),

until and including the Final Redemption Date.

13.1.2 The Incurrence Test shall be tested on the date on which a Subsequent Bond or Market Loan is issued, Bank Loan is incurred or Restricted Payment is made (as applicable) (the “**Incurrence Test Date**”).

13.1.3 The Incurrence Test is met if:

- (a) the ratio of Net Interest Bearing Debt to EBITDA is equal to or lower than 3.25:1; and
- (b) the Interest Coverage Ratio exceeds 3.00:1; and
- (c) no Event of Default would result from the incurrence of the new Market Loan or Bank Loan or the making of the Restricted Payment (as applicable),

in each case calculated in accordance with Clause 13.2 (*Calculation principles*).

13.2 Calculation principles

For the purpose of any Incurrence Test (without double counting):

- (a) the figures for EBITDA for the Reference Period ending on the last day of the period covered by the most recent Quarterly Report shall be used, but:
 - (i) including the operating profit before interest, tax, depreciation and amortisation (calculated on the same basis as EBITDA) of a member of the Group (or attributable to a business or assets) acquired or contractually agreed to be acquired during or after the end of the Reference Period, pro forma, for the entire Reference Period; and
 - (ii) excluding the operating profit before interest, tax, depreciation and amortisation (calculated on the same basis as EBITDA) attributable to any member of the Group (or to any business or assets) disposed of during or after the end of the Reference Period but before the relevant Incurrence Test Date, pro forma, for the entire Reference Period; and
- (b) the figures for Net Interest Bearing Debt set forth in the balance sheet of the most recent Quarterly Report shall be used, but:
 - (i) adding the aggregate amount of any new Market Loan and Bank Loan (save for Refinancing Debt) incurred since the last day of the period covered by the most recent Quarterly Report up until (and including) the relevant Incurrence Test Date; and
 - (ii) adjusted for changes in the cash and cash equivalents of the Group but not deducting any cash balances resulting from any Market Loan or Bank Loan incurred on the relevant Incurrence Test Date.

14. SPECIAL UNDERTAKINGS

So long as any Bond remains outstanding, the Issuer undertakes to comply with the undertakings set forth in this Clause 14.

14.1 Status

The Issuer shall procure that its payment obligations in respect of the Bonds at all times rank at least *pari passu* with all other direct, unconditional, unsubordinated and unsecured obligations of the Issuer, except obligations which are mandatorily preferred by law.

14.2 **Nature of business**

The Issuer shall ensure that no substantial change is made to the general nature of the business carried on by the Group as of the First Issue Date if such substantial change would have a Material Adverse Effect.

14.3 **Distributions**

The Issuer shall not, and shall ensure that none of its Subsidiaries will:

- (a) pay any dividend on shares;
- (b) repurchase any of its own shares;
- (c) redeem its share capital or other restricted equity with repayment to shareholders;
- (d) repay principal or pay interest under any shareholder loans (for the avoidance of doubt, a Market Loan is not considered to be a shareholder loan even if a shareholder is one of the creditors);
- (e) grant any loans except to Group Companies; or
- (f) make any other similar distributions or transfers of value (Sw. *värdeöverföringar*) to the Issuer's or the Subsidiaries' direct and indirect shareholders or the Affiliates of such direct and indirect shareholders,

(the transactions set out in paragraphs (a) to (f) above are together and individually referred to as a "**Restricted Payment**"), provided however that any such Restricted Payment can be made, if such Restricted Payment is permitted by law and no Event of Default is continuing or would result from such Restricted Payment, by:

- (a) any Group Company (save for the Issuer) to its immediate shareholders, provided that if such payment is made by a Subsidiary which is not directly or indirectly wholly-owned by the Issuer, it is made on a *pro rata* basis; or
- (b) the Issuer, provided that the Incurrence Test (calculated on a *pro forma* basis including the relevant Restricted Payment).

14.4 **Disposals of assets**

The Issuer shall not, and shall ensure that none of its Subsidiaries will, sell or otherwise dispose of shares in any Material Group Company or of all or substantially all of its or any Material Group Company's assets or operations to any Person not being the Issuer or any of the wholly-owned

Subsidiaries, unless the transaction is carried out at fair market value and on terms and conditions customary for such transaction and provided that it does not have a Material Adverse Effect.

14.5 **Financial Indebtedness**

- (a) The Issuer shall procure that:
 - (i) no Group Company other than the Issuer incurs any Market Loan; and
 - (ii) the Incurrence Test is met when any Group Company incurs any new Market Loan or Bank Loan (save for any Refinancing Debt).
- (b) The Issuer shall not, and shall procure that no other Group Company will, repurchase any Market Loan, or part thereof, issued by any Group Company, other than in relation to the Bonds, as permitted under the Terms and Conditions.

14.6 **Negative pledge**

The Issuer shall not, and shall procure that no other Group Company will maintain, prolong or provide any guarantee, indemnity or security over any of the Group's present or future assets to secure any Market Loan, Bank Loan or account overdraft.

14.7 **Compliance with laws**

The Issuer shall, and shall ensure that its Subsidiaries will, comply in all material respects with all laws and regulations applicable from time to time, including but not limited to the rules and regulations of Nasdaq Stockholm or any other Regulated Market on which the Issuer's securities from time to time are listed.

14.8 **Authorisations**

The Issuer shall, and shall ensure that its Subsidiaries will, obtain, maintain, and in all material respects comply with, the terms and conditions of any authorisation, approval, licence or other permit required for the business carried out by a Group Company.

14.9 **Admission to trading of Bonds:**

The Issuer shall ensure:

- (a) that the Bonds issued in the Initial Bond Issue are listed on the corporate bond list of Nasdaq Stockholm or, if such admission to

trading is not possible to obtain or maintain, admitted to trading on any other Regulated Market within twelve (12) months after the First Issue Date;

- (b) that the Bonds, once admitted to trading on the relevant Regulated Market, continue being listed thereon (however, taking into account the rules and regulations of the relevant Regulated Market and the CSD (as amended from time to time) preventing trading in the Bonds in close connection to the redemption of the Bonds); and
- (c) that, upon any Subsequent Bond Issue, (provided that the Initial Bonds have been listed) the volume of Bonds listed on the relevant Regulated Market promptly, and not later than twenty (20) Business Days after the relevant issue date (or any short period of time required by law or stock exchange regulations), is increased accordingly.

14.10 Dealings with related parties:

The Issuer shall, and shall ensure that the Subsidiaries, conduct all dealings with the direct and indirect shareholders of the Group Companies (excluding when such shareholder is another Group Company) and/or any Affiliates of such direct and indirect shareholders, at arm's length terms.

14.11 Agency Agreement

- (a) The Issuer shall, in accordance with the Agency Agreement:
 - (i) pay fees to the Agent;
 - (ii) indemnify the Agent for costs, losses and liabilities;
 - (iii) furnish to the Agent all information reasonably requested by or otherwise required to be delivered to the Agent; and
 - (iv) not act in a way which would give the Agent a legal or contractual right to terminate the Agency Agreement.
- (b) The Issuer and the Agent shall not agree to amend any provisions of the Agency Agreement without the prior consent of the Bondholders if the amendment would be detrimental to the interests of the Bondholders.

14.12 CSD related undertakings

The Issuer shall keep the Bonds affiliated with a CSD and comply with all CSD regulations applicable to the Issuer from time to time.

15. TERMINATION OF THE BONDS

Each of the events or circumstances set out in this Clause 15 is an Event of Default (save for Clause 15.10 (*Termination*)).

15.1 Non-payment

The Issuer fails to pay an amount on the date it is due in accordance with these Terms and Conditions unless its failure to pay is due to technical or administrative error and is remedied within five (5) Business Days of the due date.

15.2 Other obligations

The Issuer does not comply with these Terms and Conditions in any other way (other than as set out under Clause 15.1 (*Non-payment*) above), unless the non-compliance (i) is capable of being remedied and (ii) is remedied within fifteen (15) Business Days of the earlier of the Agent giving notice and the Issuer becoming aware of the non-compliance.

15.3 Cross payment default / cross-acceleration

- (a) 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 howsoever described under any document relating to Financial Indebtedness of any Group Company; or
- (b) any security interest securing Financial Indebtedness over any asset of any Group Company is enforced;

provided however that the amount of Financial Indebtedness referred to under paragraphs (a) and/or (b) above, individually or in the aggregate exceeds an amount corresponding to SEK 50,000,000 and provided that it does not apply to any Financial Indebtedness owed to a Group Company.

15.4 Insolvency

- (a) Any Material Group Company is unable or admits inability to pay its debts as they fall due or is declared to be unable to pay its debts under applicable law, suspends making payments on its debts generally or, by reason of actual or anticipated financial difficulties, commences negotiations with its creditors (other than under the Terms and Conditions) with a view to rescheduling its Financial Indebtedness; or

- (b) a moratorium is declared in respect of the Financial Indebtedness of any Material Group Company.

15.5 **Insolvency proceedings**

Any corporate action, bankruptcy, legal proceedings or other procedures are taken (other than (i) proceedings or petitions which are being disputed in good faith and are discharged, stayed or dismissed within 30 calendar days of commencement or, if earlier, the date on which it is advertised and (ii), in relation to the Subsidiaries, solvent liquidations) in relation to:

- (a) the suspension of payments, winding-up, dissolution, administration or reorganisation (Sw. *företagsrekonstruktion*) (by way of voluntary agreement, scheme of arrangement or otherwise) of any Material Group Company;
- (b) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of any Material Group Company or any of its assets; or
- (c) any analogous procedure or step is taken in any jurisdiction in respect of any Material Group Company.

15.6 **Mergers and demergers**

A decision is made that any Material Group Company shall be merged or demerged into a company, if such merger or demerger is likely to have a Material Adverse Effect, provided that a merger involving the Issuer, where the Issuer is not the surviving entity, shall always be considered an Event of Default and further provided that the Issuer may not be demerged.

15.7 **Creditors' process**

Any expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of any Material Group Company having an aggregate value equal to or exceeding SEK 50,000,000 and is not discharged within thirty (30) calendar days.

15.8 **Impossibility or illegality**

It is or becomes impossible or unlawful for the Issuer to fulfil or perform any of the provisions of the Terms and Conditions or if the obligations under the Terms and Conditions are not, or cease to be, legal, valid, binding and enforceable.

15.9 Cessation of business

The Issuer or any other Material Group Company ceases to carry on its business if such discontinuation is likely to have a Material Adverse Effect.

15.10 Termination

- 15.10.1 If an Event of Default has occurred and is continuing, the Agent is entitled to, and shall following a demand in writing from a Bondholder (or Bondholders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount (such demand may only be validly made by a person who is a Bondholder on the second Business Day following the day on which the demand is received by the Agent and shall, if made by several Bondholders, be made by them jointly) or following an instruction or decision pursuant to Clause 15.10.6 or 15.10.7, on behalf of the Bondholders, terminate the Bonds and to declare all, but not only some, of the Bonds due for payment immediately or at such later date as the Agent determines (such later date not falling later than twenty (20) Business Days from the date on which the Agent made such declaration).
- 15.10.2 The Agent may not terminate the Bonds in accordance with Clauses 15.1 to 15.9 by reference to a specific Event of Default if it is no longer continuing or if it has been decided, in accordance with these Terms and Conditions, to waive such Event of Default (temporarily or permanently). However, if a moratorium occurs, the ending of that moratorium will not prevent termination for payment prematurely on the grounds mentioned under Clause 15.10.1.
- 15.10.3 If the right to terminate the Bonds 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 termination to be deemed to exist.
- 15.10.4 The Issuer is obliged to inform the Agent immediately if any circumstance of the type specified in Clauses 15.1 to 15.9 should occur. Should the Agent not receive such information, the Agent is entitled to assume that no such circumstance exists or can be expected to occur, provided that the Agent does not have knowledge of such circumstance. The Agent is under no obligations to make any investigations relating to the circumstances specified in Clauses 15.1 to 15.9. The Issuer shall further, at the request of the Agent, provide the Agent with details of any circumstances referred to in Clauses 15.1 to 15.9 and provide the Agent with all documents that may be of significance for the application of this Clause 15.

- 15.10.5 The Issuer is only obliged to inform the Agent according to Clause 15.10.4 if informing the Agent would not conflict with any statute or the Issuer's registration contract with Nasdaq Stockholm (or any other Regulated Market, as applicable). If such a conflict would exist pursuant to the listing contract with Nasdaq Stockholm (or any other Regulated Market, as applicable) or otherwise, the Issuer shall however be obliged to either seek the approval from Nasdaq Stockholm (or any other Regulated Market, as applicable) or undertake other reasonable measures, including entering into a non-disclosure agreement with the Agent, in order to be able to timely inform the Agent according to Clause 15.10.4.
- 15.10.6 If the Agent has been notified by the Issuer or has otherwise received actual knowledge that there is a default under the Finance Documents according to Clauses 15.1 to 15.9, the Agent shall (i) notify, within five (5) Business Days of the day of notification or actual knowledge, the Bondholders of the default and (ii) decide, within twenty (20) Business Days of the day of notification or actual knowledge, if the Bonds shall be declared terminated. If the Agent has decided not to terminate the Bonds, the Agent shall, at the earliest possible date, notify the Bondholders that there exists a right of termination and obtain instructions from the Bondholders according to the provisions in Clause 17 (*Decisions by Bondholders*). If the Bondholders vote in favour of termination and instruct the Agent to terminate the Bonds, the Agent shall promptly declare the Bonds terminated. However, if the cause for termination according to the Agent's appraisal has ceased before the termination, the Agent shall not terminate the Bonds. The Agent shall in such case, at the earliest possible date, notify the Bondholders that the cause for termination has ceased. The Agent shall always be entitled to take the time necessary to consider whether an occurred event constitutes an Event of Default.
- 15.10.7 If the Bondholders, without any prior initiative to decision from the Agent or the Issuer, have made a decision regarding termination in accordance with Clause 17 (*Decisions by Bondholders*), the Agent shall promptly declare the Bonds terminated. The Agent is however not liable to take action if the Agent considers cause for termination not to be at hand, unless the instructing Bondholders agree in writing to indemnify and hold the Agent harmless from any loss or liability and, if requested by the Agent in its discretion, grant sufficient security for such indemnity.
- 15.10.8 If the Bonds are declared due and payable in accordance with the provisions in this Clause 15, the Agent shall take every reasonable measure necessary to recover the amounts outstanding under the Bonds.

- 15.10.9 For the avoidance of doubt, the Bonds cannot be terminated and become due for payment prematurely according to this Clause 15 without relevant decision by the Agent or following instructions from the Bondholders' pursuant to Clause 17 (*Decisions by Bondholders*).
- 15.10.10 If the Bonds are declared due and payable in accordance with this Clause 15 (*Termination of the Bonds*), the Issuer shall redeem all Bonds with an amount per Bond equal to 101.00 per cent. of the Nominal Amount (plus accrued but unpaid interest).

16. DISTRIBUTION OF PROCEEDS

16.1 If the Bonds have been declared due and payable in accordance with Clause 15 (*Termination of the Bonds*), all payments by the Issuer relating to the Bonds 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;
 - (ii) other costs, expenses and indemnities relating to the acceleration of the Bonds or the protection of the Bondholders' rights;
 - (iii) any non-reimbursed costs incurred by the Agent for external experts; and
 - (iv) any non-reimbursed costs and expenses incurred by the Agent in relation to a bondholders' meeting or a written procedure;
- (b) secondly, in or towards payment pro rata of accrued but unpaid interest under the Bonds (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 Bonds; and
- (d) fourthly, in or towards payment pro rata of any other costs or outstanding amounts unpaid under the Terms and Conditions.

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

proceeds in accordance with paragraphs (a) to (d) above shall, however, not restrict a Bondholders' Meeting or a Written Procedure from resolving that accrued Interest (whether overdue or not) shall be reduced without a corresponding reduction of principal.

- 16.2 If a Bondholder or another party has paid any fees, costs, expenses or indemnities referred to in Clause 16.1, such Bondholder or other party shall be entitled to reimbursement by way of a corresponding distribution in accordance with Clause 16.1.
- 16.3 Funds that the Agent receives (directly or indirectly) in connection with the termination of the Bonds constitute escrow funds (Sw. *redovisningsmedel*) according to the Escrow Funds Act (Sw. *lag (1944:181) om redovisningsmedel*) and must be held on a separate interest-bearing account on behalf of the Bondholders and the other interested parties. The Agent shall arrange for payments of such funds in accordance with this Clause 16 as soon as reasonably practicable.
- 16.4 If the Issuer or the Agent shall make any payment under this Clause 16, the Issuer or the Agent, as applicable, shall notify the Bondholders 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 9.1 shall apply.

17. DECISIONS BY BONDHOLDERS

- 17.1 A request by the Agent for a decision by the Bondholders on a matter relating to these Terms and Conditions shall (at the option of the Agent) be dealt with at a Bondholders' Meeting or by way of a Written Procedure.
- 17.2 Any request from the Issuer or a Bondholder (or Bondholders) representing at least 10 per cent. of the Adjusted Nominal Amount (such request may only be validly made by a Person who is a Bondholder on the Business Day immediately following the day on which the request is received by the Agent and shall, if made by several Bondholders, be made by them jointly) for a decision by the Bondholders on a matter relating to these Terms and Conditions shall be directed to the Agent and dealt with at a Bondholders' Meeting or by way of 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 Bondholders' Meeting than by way of a Written Procedure, it shall be dealt with at a Bondholders' Meeting.

17.3 The Agent may refrain from convening a Bondholders' Meeting or instigating a Written Procedure if (i) the suggested decision must be approved by any Person in addition to the Bondholders 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.

17.4 Only a Person who is, or who has been provided with a power of attorney or other proof of authorisation pursuant to Clause 8 (*Right to act on behalf of a Bondholder*) from a Person who is, registered as a Bondholder:

- (a) on the Record Date prior to the date of the Bondholders' Meeting, in respect of a Bondholders' Meeting, or
- (b) on the Business Day specified in the communication pursuant to Clause 19.3, in respect of a Written Procedure,

may exercise voting rights as a Bondholder at such Bondholders' Meeting or in such Written Procedure, provided that the relevant Bonds are included in the definition of Adjusted Nominal Amount.

17.5 The following matters shall require consent of Bondholders representing at least $66\frac{2}{3}$ per cent. of the Adjusted Nominal Amount for which Bondholders are voting at a Bondholders' Meeting or for which Bondholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 19.3:

- (a) waive a breach of or amend an undertaking set out in Clause 12 (*Special undertakings*);
- (b) reduce the principal amount, Interest Rate or Interest which shall be paid by the Issuer;
- (c) amend any payment day for principal or Interest or waive any breach of a payment undertaking; or
- (d) amend the terms of Clause 16 (*Distribution of proceeds*);
- (e) a reduction of the premium payable upon the redemption or repurchase of any Bonds;
- (f) a change of issuer;
- (g) a mandatory exchange of the Bonds for other securities; or
- (h) amend the provisions in this Clause 17.5 or Clause 17.6.

- 17.6 Any matter not covered by Clause 17.5 shall require the consent of Bondholders representing more than fifty (50) per cent. of the Adjusted Nominal Amount for which Bondholders are voting at a Bondholders' Meeting or for which Bondholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 19.3. This includes, but is not limited to, any amendment to or waiver of these Terms and Conditions that does not require a higher majority (other than an amendment or waiver permitted pursuant to paragraphs (a) to (c) of Clause 20.1) or a termination of the Bonds.
- 17.7 If the number of votes or replies are equal, the opinion which is most beneficial for the Issuer, according to the chairman at a Bondholders' Meeting or the Agent in a Written Procedure, will prevail. The chairman at a Bondholders' Meeting shall be appointed by the Bondholders in accordance with Clause 17.6.
- 17.8 Quorum at a Bondholders' Meeting or in respect of a Written Procedure only exists if a Bondholder (or Bondholders) representing at least 20 per cent. of the Adjusted Nominal Amount:
- (a) if at a Bondholders' 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.
- 17.9 If a quorum does not exist at a Bondholders' Meeting or in respect of a Written Procedure, the Agent or the Issuer shall convene a second Bondholders' Meeting (in accordance with Clause 18.1) or initiate a second Written Procedure (in accordance with Clause 19.1), as the case may be, provided that the relevant proposal has not been withdrawn by the Person(s) who initiated the procedure for Bondholders' consent. The quorum requirement in Clause 17.8 shall not apply to such second Bondholders' Meeting or Written Procedure.
- 17.10 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 these Terms and Conditions shall be subject to the Issuer's or the Agent's consent, as appropriate.
- 17.11 A Bondholder holding more than one Bond 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.

- 17.12 The Issuer may not, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Bondholder for or as inducement to any consent under these Terms and Conditions, unless such consideration is offered to all Bondholders that consent at the relevant Bondholders' 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.
- 17.13 A matter decided at a duly convened and held Bondholders' Meeting or by way of Written Procedure is binding on all Bondholders, irrespective of them being present or represented at the Bondholders' Meeting or responding in the Written Procedure. The Bondholders that have not adopted or voted for a decision shall not be liable for any damages that this may cause other Bondholders.
- 17.14 All costs and expenses incurred by the Issuer or the Agent for the purpose of convening a Bondholders' Meeting or for the purpose of carrying out a Written Procedure, including reasonable fees to the Agent, shall be paid by the Issuer.
- 17.15 If a decision shall be taken by the Bondholders on a matter relating to these Terms and Conditions, the Issuer shall promptly at the request of the Agent provide the Agent with a certificate specifying the number of Bonds owned by Group Companies or (to the knowledge of the Issuer) their Affiliates, irrespective of whether such Person is directly registered as owner of such Bonds. The Agent shall not be responsible for the accuracy of such certificate or otherwise be responsible to determine whether a Bond is owned by a Group Company or an Affiliate of a Group Company.
- 17.16 Information about decisions taken at a Bondholders' Meeting or by way of a Written Procedure shall promptly be sent by notice to the Bondholders 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 Bondholders' Meeting or Written Procedure shall at the request of a Bondholder be sent to it by the Issuer or the Agent, as applicable.

18. BONDHOLDERS' MEETING

- 18.1 The Agent shall convene a Bondholders' Meeting by sending a notice thereof to each Bondholder no later than five (5) Business Days after receipt of a request from the Issuer or the Bondholder(s) (or such later date

as may be necessary for technical or administrative reasons). If the Bondholders' Meeting has been requested by the Bondholder(s), the Agent shall send a copy of the notice to the Issuer.

- 18.2 Should the Issuer want to replace the Agent, it may convene a Bondholders' Meeting in accordance with Clause 18.1 with a copy to the Agent. After a request from the Bondholders pursuant to Clause 21.4.3, 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 Bondholders' Meeting in accordance with Clause 18.1.
- 18.3 The notice pursuant to Clause 18.1 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 Bondholders), and (iv) a form of power of attorney. Only matters that have been included in the notice may be resolved upon at the Bondholders' Meeting. Should prior notification by the Bondholders be required in order to attend the Bondholders' Meeting, such requirement shall be included in the notice.
- 18.4 The Bondholders' Meeting shall be held no earlier than ten (10) Business Days and no later than twenty (20) Business Days from the notice.
- 18.5 If the Agent, in breach of these Terms and Conditions, has not convened a Bondholders' Meeting within five (5) Business Days after having received such notice, the requesting Person may convene the Bondholders' Meeting itself. If the requesting Person is a Bondholder, the Issuer shall upon request from such Bondholder provide the Bondholder with necessary information from the register kept by the CSD and, if no Person to open the Bondholders' Meeting has been appointed by the Agent, the meeting shall be opened by a Person appointed by the requesting Person.
- 18.6 At a Bondholders' Meeting, the Issuer, the Bondholders (or the Bondholders' representatives/proxies) and the Agent may attend along with each of their representatives, counsels and assistants. Further, the directors of the board, the managing director and other officials of the Issuer and the Issuer's auditors may attend the Bondholders' Meeting. The Bondholders' Meeting may decide that further individuals may attend. If a representative/proxy shall attend the Bondholders' Meeting instead of the Bondholder, the representative/proxy shall present a duly executed proxy or other document establishing its authority to represent the Bondholder.

- 18.7 Without amending or varying these Terms and Conditions, the Agent may prescribe such further regulations regarding the convening and holding of a Bondholders' Meeting as the Agent may deem appropriate. Such regulations may include a possibility for Bondholders to vote without attending the meeting in Person.

19. WRITTEN PROCEDURE

- 19.1 The Agent shall instigate a Written Procedure no later than five (5) Business Days after receipt of a request from the Issuer or the Bondholder(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 Bondholder on the Business Day prior to the date on which the communication is sent. If the Written Procedure has been requested by the Bondholder(s), the Agent shall send a copy of the communication to the Issuer.
- 19.2 Should the Issuer want to replace the Agent, it may send a communication in accordance with Clause 19.1 to each Bondholder with a copy to the Agent.
- 19.3 A communication pursuant to Clause 19.1 shall include (i) each request for a decision by the Bondholders, (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 Bondholder 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 Bondholder must reply to the request (such time period to last at least ten (10) Business Days but no more than twenty (20) Business Days from the communication pursuant to Clause 19.1). If the voting shall be made electronically, instructions for such voting shall be included in the communication.
- 19.4 If the Agent, in breach of these Terms and Conditions, has not instigated a Written Procedure within five (5) Business Days after having received such notice, the requesting Person may instigate a Written Procedure itself. If the requesting Person is a Bondholder, the Issuer shall upon request from such Bondholder provide the Bondholder with necessary information from the register kept by the CSD.

- 19.5 When the requisite majority consents of the aggregate Adjusted Nominal Amount pursuant to Clause 17.5 and 17.6 have been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clause 17.5 or 17.6, as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

20. AMENDMENTS AND WAIVERS

- 20.1 The Issuer and the Agent (acting on behalf of the Bondholders) may agree in writing to amend these Terms and Conditions or waive any provision in these Terms and Conditions, provided that:
- (a) the Agent is satisfied that such amendment or waiver is not detrimental to the interest of the Bondholders, or is made solely for the purpose of rectifying obvious errors and mistakes;
 - (b) the Agent is satisfied that such amendment or waiver is required by applicable law, a court ruling or a decision by a relevant authority;
 - (c) such amendment or waiver is necessary for the purpose of having the Bonds admitted to trading on the corporate bond list of Nasdaq Stockholm (or any other Regulated Market, as applicable) provided that such amendment or waiver does not materially adversely affect the rights of the Bondholders; or
 - (d) such amendment or waiver has been duly approved by the Bondholders in accordance with Clause 17 (*Decisions by Bondholders*).
- 20.2 The consent of the Bondholders is not necessary to approve the particular form of any amendment or waiver to these Terms and Conditions. It is sufficient if such consent approves the substance of the amendment or waiver.
- 20.3 The Agent shall promptly notify the Bondholders of any amendments or waivers made in accordance with Clause 20.1, setting out the date from which the amendment or waiver will be effective, and ensure that any amendments to these Terms and Conditions are available on the websites of the Issuer and the Agent. The Issuer shall ensure that any amendments to these Terms and Conditions are duly registered with the CSD and each other relevant organisation or authority.

- 20.4 An amendment or waiver to these Terms and Conditions shall take effect on the date determined by the Bondholders' Meeting, in the Written Procedure or by the Agent, as the case may be.

21. APPOINTMENT AND REPLACEMENT OF THE AGENT

21.1 Appointment of Agent

- 21.1.1 By subscribing for Bonds, each initial Bondholder appoints the Agent to act as its agent in all matters relating to the Bonds and these Terms and Conditions, 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 Bonds held by such Bondholder, including the winding-up, dissolution, liquidation, company reorganisation (Sw. *företagsrekonstruktion*) or bankruptcy (Sw. *konkurs*) (or its equivalent in any other jurisdiction) of the Issuer. By acquiring Bonds, each subsequent Bondholder confirms such appointment and authorisation for the Agent to act on its behalf.
- 21.1.2 Each Bondholder shall immediately upon request by the Agent provide the Agent with any such documents, including a written power of attorney (in form and substance satisfactory to the Agent), as the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under these Terms and Conditions. The Agent is under no obligation to represent a Bondholder which does not comply with such request.
- 21.1.3 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 these Terms and Conditions and the Agency Agreement.
- 21.1.4 The Agent is entitled to fees for its work and to be indemnified for costs, losses and liabilities on the terms set out in these Terms and Conditions and the Agency Agreement and the Agent's obligations as agent under these Terms and Conditions and the Agency Agreement are conditioned upon the due payment of such fees and indemnifications.
- 21.1.5 The Agent may act as agent for several issues of securities issued by or relating to the Issuer and other Group Companies notwithstanding potential conflicts of interest.

21.2 **Duties of the Agent**

- 21.2.1 The Agent shall represent the Bondholders in accordance with these Terms and Conditions. However, the Agent is not responsible for the execution or enforceability of these Terms and Conditions. The Agent shall keep the latest version of these Terms and Conditions (including any document amending these Terms and Conditions) available on the website of the Agent.
- 21.2.2 The Agent is not obliged to actively assess or monitor (i) the financial condition of the Issuer or any Group Company, (ii) the compliance by the Issuer of the Finance Documents (unless expressly set out in the Finance Documents) or (iii) whether an Event of Default (or any event that may lead to an Event of Default) has occurred or not. Until it has actual knowledge to the contrary, the Agent is entitled to assume that no Event of Default has occurred.
- 21.2.3 The Agent may assume that any information, documentation and evidence delivered to it is accurate, legally valid, enforceable, correct, true and complete unless it has actual knowledge to the contrary, and the Agent does not have to verify or assess the contents of any such information, documentation or evidence. The Agent does not review any information, documents and evidence from a legal or commercial perspective of the Bondholders.
- 21.2.4 The Agent is not responsible for any determination made by the Issuer under or in respect of the Terms and Conditions, but is not bound by the Issuer's determination.
- 21.2.5 Upon the reasonable request by a Bondholder, the Agent shall promptly distribute to the Bondholders any information from such Bondholder which relates to the Bonds (at the discretion of the Agent). The Agent may require that the requesting Bondholder reimburses any costs or expenses incurred, or to be incurred, by the Agent in doing so (including a reasonable fee for the work of the Agent) before any such information is distributed. The Agent shall upon request by a Bondholder disclose the identity of any other Bondholder who has consented to the Agent in doing so.
- 21.2.6 When acting in accordance with these Terms and Conditions, the Agent is always acting with binding effect on behalf of the Bondholders. The Agent shall carry out its duties under these Terms and Conditions in a reasonable, proficient and professional manner, with reasonable care and skill.

- 21.2.7 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 these Terms and Conditions.
- 21.2.8 The Agent shall treat all Bondholders equally and, when acting pursuant to these Terms and Conditions, act with regard only to the interests of the Bondholders 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 these Terms and Conditions and the Agency Agreement.
- 21.2.9 The Agent shall be entitled to disclose to the Bondholders any event or circumstance directly or indirectly relating to the Issuer or the Bonds. Notwithstanding the foregoing, the Agent may if it considers it to be beneficial to the interests of the Bondholders delay disclosure or refrain from disclosing certain information other than in respect of an Event of Default that has occurred and is continuing.
- 21.2.10 The Agent is entitled to engage external experts when carrying out its duties under these Terms and Conditions. The Issuer shall on demand by the Agent pay all costs for external experts engaged (i) after the occurrence of an Event of Default, (ii) for the purpose of investigating or considering an event which the Agent reasonably believes is or may lead to an Event of Default or a matter relating to the Issuer which the Agent reasonably believes may be detrimental to the interests of the Bondholders under these Terms and Conditions or (iii) when the Agent is to make a determination under these Terms and Conditions. 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 these Terms and Conditions shall be distributed in accordance with Clause 16 (*Distribution of proceeds*).
- 21.2.11 The Agent shall enter into agreements with the CSD, and comply with such agreement and the CSD regulations applicable to the Agent, as may be necessary in order for the Agent to carry out its duties under these Terms and Conditions.
- 21.2.12 Notwithstanding any other provision of these Terms and Conditions 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.
- 21.2.13 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 Bondholders, 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.

- 21.2.14 The Agent shall give a notice to the Bondholders (i) before it ceases to perform its obligations under these Terms and Conditions by reason of the non-payment by the Issuer of any fee or indemnity due to the Agent under these Terms and Conditions or the Agency Agreement, or (ii) if it refrains from acting for any reason described in Clause 21.2.13.
- 21.2.15 The Agent's duties under the Terms and Conditions are solely mechanical and administrative in nature and the Agent only acts in accordance with the Terms and Conditions and upon instructions from the Bondholders, unless otherwise set out in the Terms and Conditions. In particular, the Agent is not acting as an advisor (whether legal, financial or otherwise) to the Bondholders or any other person.

21.3 **Limited liability for the Agent**

- 21.3.1 The Agent will not be liable to the Bondholders for damage or loss caused by any action taken or omitted by it under or in connection with these Terms and Conditions, unless directly caused by its negligence or wilful misconduct. The Agent shall never be responsible for indirect loss.
- 21.3.2 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 Bondholders to delay the action in order to first obtain instructions from the Bondholders.
- 21.3.3 The Agent shall not be liable for any delay (or any related consequences) in crediting an account with an amount required pursuant to these Terms and Conditions to be paid by the Agent to the Bondholders, 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.
- 21.3.4 The Agent shall have no liability to the Bondholders for damage caused by the Agent acting in accordance with instructions of the Bondholders given in accordance with Clause 17 (*Decisions by Bondholders*).

- 21.3.5 Any liability towards the Issuer which is incurred by the Agent in acting under, or in relation to, these Terms and Conditions shall not be subject to set-off against the obligations of the Issuer to the Bondholders under these Terms and Conditions.
- 21.3.6 The Agent is not liable for information provided to the Bondholders by or on behalf of the Issuer or by any other person.
- 21.4 Replacement of the Agent**
- 21.4.1 Subject to Clause 21.4.6, the Agent may resign by giving notice to the Issuer and the Bondholders, in which case the Bondholders shall appoint a successor Agent at a Bondholders' Meeting convened by the retiring Agent or by way of Written Procedure initiated by the retiring Agent.
- 21.4.2 Subject to Clause 21.4.6, if the Agent is insolvent or becomes subject to bankruptcy proceedings, 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.
- 21.4.3 A Bondholder (or Bondholders) representing at least 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 Bondholder on the Business Day immediately following the day on which the notice is received by the Issuer and shall, if given by several Bondholders, be given by them jointly), require that a Bondholders' Meeting is held for the purpose of dismissing the Agent and appointing a new Agent. The Issuer may, at a Bondholders' Meeting convened by it or by way of Written Procedure initiated by it, propose to the Bondholders that the Agent be dismissed and a new Agent appointed.
- 21.4.4 If the Bondholders have not appointed a successor Agent within 90 calendar 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 Bondholders, 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.
- 21.4.5 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 these Terms and Conditions and the Agency Agreement.

- 21.4.6 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.
- 21.4.7 Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of these Terms and Conditions but shall remain entitled to the benefit of these Terms and Conditions and remain liable under these Terms and Conditions in respect of any action which it took or failed to take whilst acting as Agent. Its successor, the Issuer and each of the Bondholders shall have the same rights and obligations amongst themselves under these Terms and Conditions as they would have had if such successor had been the original Agent.
- 21.4.8 In the event that there is a change of the Agent in accordance with this Clause 21.4, 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 these Terms and Conditions 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.

22. APPOINTMENT AND REPLACEMENT OF THE ISSUING AGENT

- 22.1 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 Bonds.
- 22.2 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 or becomes subject to bankruptcy proceedings, 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.

23. APPOINTMENT AND REPLACEMENT OF THE CSD

- 23.1 The Issuer has appointed the CSD to manage certain tasks under these Terms and Conditions and in accordance with the legislation, rules and regulations applicable to the CSD.
- 23.2 The CSD may retire from its assignment or be dismissed by the Issuer, provided that the Issuer has effectively appointed a replacement CSD that accedes as CSD at the same time as the old CSD retires or is dismissed and provided also that the replacement does not have a negative effect on any Bondholder or the listing of the Bonds listed on the corporate bond list of Nasdaq Stockholm (or any other Regulated Market). The replacing CSD must be authorised to professionally conduct clearing operations pursuant to the Swedish Securities Market Act (*Sw. lag (2007:528) om värdepappersmarknaden*).

24. NO DIRECT ACTIONS BY BONDHOLDERS

- 24.1 A Bondholder may not take any action or legal steps whatsoever against the Issuer to enforce or recover any amount due or owing to it pursuant to these Terms and Conditions, or to initiate, support or procure the winding-up, dissolution, liquidation, company reorganisation (*Sw. företagsrekonstruktion*) or bankruptcy (*Sw. konkurs*) (or its equivalent in any other jurisdiction) of any Group Company in relation to any of the liabilities of the Issuer under these Terms and Conditions. Such steps may only be taken by the Agent.
- 24.2 Clause 24.1 shall not apply if the Agent has been instructed by the Bondholders in accordance with these Terms and Conditions 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 Bondholder to provide documents in accordance with Clause 21.1.2), 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 these Terms and Conditions or the Agency Agreement or by any reason described in Clause 21.2.13, such failure must continue for at least 40 Business Days after notice pursuant to Clause 21.2.14 before a Bondholder may take any action referred to in Clause 24.1.
- 24.3 The provisions of Clause 21.1 shall not in any way limit an individual Bondholder's right to claim and enforce payments which are due to it under

Clause 11.4 (*Mandatory repurchase due to a Change of Control, a De-listing or Listing Failure (put option)*) or other payments which are due by the Issuer to some but not all Bondholders.

25. TIME-BAR

25.1 The right to receive repayment of the principal of the Bonds shall be time-barred and become void 10 years from the relevant Redemption Date. The right to receive payment of Interest (excluding any capitalised Interest) shall be time-barred and become void 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 Bondholders' right to receive payment has been time-barred and has become void.

25.2 If a limitation period is duly interrupted in accordance with the Swedish Act on Limitations (*Sw. preskriptionslag (1981:130)*), a new time-bar period of 10 years with respect to the right to receive repayment of the principal of the Bonds, and of 3 years with respect to the right to receive payment of Interest (excluding capitalised Interest) will commence, in both cases calculated from the date of interruption of the time-bar period, as such date is determined pursuant to the provisions of the Swedish Act on Limitations.

26. NOTICES AND PRESS RELEASES

26.1 Notices

26.1.1 Any notice or other communication to be made under or in connection with these Terms and Conditions:

- (a) if to the Agent, shall be given at the address registered with the Swedish Companies Registration Office (*Sw. Bolagsverket*) on the Business Day prior to dispatch or to such address as notified by the Agent to the Issuer from time to time, if sent by email by the Issuer, to such email address as notified by the Agent to the Issuer from time to time;
- (b) if to the Issuer, shall be given at the address registered with the Swedish Companies Registration Office on the Business Day prior to dispatch or to such address as notified by the Issuer to the Agent by not less than five (5) Business Days' notice from time to time, and if sent by email by the Agent, to such email address as notified by the Issuer to the Agent from time to time; and

- (c) if to the Bondholders, shall be given at their addresses as registered with the CSD (or in relation to courier or personal delivery, if such address is a box address, the addressee reasonably assumed to be associated with such box address), on the Business Day prior to dispatch, and by either courier delivery or letter for all Bondholders. A notice to the Bondholders shall also be published on the websites of the Issuer and the Agent.
- 26.1.2 Any notice or other communication made by one Person to another under or in connection with these Terms and Conditions shall be sent by way of courier, personal delivery or letter (and, if between the Agent and the Issuer, by email) and will only be effective, in case of courier or personal delivery, when it has been left at the address specified in Clause 26.1.1 or, in case of letter, three (3) Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 26.1.1 or, in case of email to the Agent or the Issuer, when received in legible form by the email address specified in Clause 26.1.1.
- 26.1.3 Failure to send a notice or other communication to a Bondholder or any defect in it shall not affect its sufficiency with respect to other Bondholders.
- 26.2 **Press releases**
 - 26.2.1 Any notice that the Issuer or the Agent shall send to the Bondholders pursuant to Clause 11.3 to 11.4, paragraph (a) of Clause 12.3, 15.10.6, 16.4, 17.16, 18.1, 19.1, 20.3, 21.2.14 and 21.4.1 shall also be published by way of press release by the Issuer or the Agent, as applicable.
 - 26.2.2 In addition to Clause 26.2.1, if any information relating to the Bonds, the Issuer or the Group contained in a notice that the Agent may send to the Bondholders 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 Bondholders 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 Bondholders, the Agent shall be entitled to issue such press release.

27. FORCE MAJEURE AND LIMITATION OF LIABILITY

- 27.1 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.
- 27.2 The Issuing Agent shall have no liability to the Bondholders if it has observed reasonable care. The Issuing Agent shall never be responsible for indirect damage.
- 27.3 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.
- 27.4 The provisions in this Clause 27 apply unless they are inconsistent with the provisions of the Central Securities Depositories and Financial Instruments Accounts Act which provisions shall take precedence.

28. ADMISSION TO TRADING

The Issuer intends to list the Initial Bonds within 30 calendar days from the First Issue Date, and has undertaken to list the Initial Bonds within 12 months, after the First Issue Date on the corporate bond list of Nasdaq Stockholm (or any other Regulated Market) in accordance with Clause 14.9 (*Admission to trading of Bonds*). Further, if the Initial Bonds have not been listed on the corporate bond list of Nasdaq Stockholm (or any other Regulated Market) within 60 calendar days after the First Issue Date, each Bondholder has a right of repayment (put option) of its Bonds in accordance with Clause 11.4 (*Mandatory repurchase due to a Change of Control, a De-listing or Listing Failure (put option)*).

29. GOVERNING LAW AND JURISDICTION

- 29.1 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.

- 29.2 Any dispute or claim arising in relation to these Terms and Conditions shall, subject to Clause 29.3, be determined by Swedish courts and the District Court of Stockholm shall be the court of first instance.
- 29.3 The submission to the jurisdiction of the Swedish courts shall not limit the right of the Agent (or the Bondholders, as applicable) to take proceedings against the Issuer in any court which may otherwise exercise jurisdiction over the Issuer or any of its assets.
-

ADDRESSES**Company and Issuer**

Sinch AB (publ)
 Lindhagensgatan 74, Floor 7
 SE-112 18 Stockholm, Sweden
 Telephone: +46 (0)8 44682803
www.sinch.com

Issuing Agent and Joint Bookrunner

Danske Bank A/S, Danmark, Sverige
 Filial
 Norrmalmstorg 1, P.O. Box 7523, SE-
 103 92 Stockholm, Sweden
www.danskebank.se

Joint Bookrunner

Svenska Handelsbanken AB (publ)
 Kungsträdgårdsgatan 2
 SE-111 47 Stockholm, Sweden
www.handelsbanken.se

Central securities depository

Euroclear Sweden AB
 P.O. Box 191
 SE-101 23 Stockholm, Sweden
 Telephone: +46 (0)8-402 90 00
www.euroclear.com

Agent

Nordic Trustee & Agency AB (publ)
 P.O. Box 7329
 SE-103 90 Stockholm, Sweden
 Telephone: +46 (0)8-783 79 00
www.nordictrustee.com

Legal counsel

Gernandt & Danielsson Advokatbyrå
 KB
 P.O. Box 5747
 SE-114 87 Stockholm, Sweden
 Telephone: +46 (0)8 670 66 00

Auditor

Öhrlings PricewaterhouseCoopers AB
 Rehnsgatan 11
 SE- 113 79 Stockholm, Sweden
 Telephone: +46 (0) 75 246 20 00

www.gda.se

www.deloitte.com