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Stockholm, 28 May 2021

To the Bondholders in:

ISIN: SE0015194527 – Media and Games Invest SE’s (publ) maximum EUR 120,000,000 senior secured callable floating rate bonds 2020/2024

NOTICE OF WRITTEN PROCEDURE – REQUEST TO AMEND THE TERMS AND CONDITIONS

This voting request for procedure in writing has been sent on 28 May 2021 to Bondholders directly registered as of 27 May 2021 in the debt register (Sw. *skuldbok*) kept by the CSD. If you are an authorised nominee under the Swedish Central Securities Depositories and Financial Instruments Accounts Act (Sw. *lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*) or if you otherwise are holding Bonds on behalf of someone else on a Securities Account, please forward this notice to the holder you represent as soon as possible. For further information, please see below under Section 6.3 (*Voting rights and authorisation*).

Record Date for being eligible to vote:	7 June 2021
Deadline for voting:	15.00 (CEST) 16 June 2021
Quorum requirement:	At least twenty (20.00) per cent.
Majority requirement:	At least fifty (50.00) per cent.

Nordic Trustee & Agency AB (publ) acts as Trustee (the “**Bond Trustee**”) for the bondholders (the “**Bondholders**”) of the bonds in the above mentioned bond issue with ISIN SE0015194527 (with an aggregated amount outstanding of EUR 120,000,000) (the “**Bonds**”) issued by Media and Games Invest SE (formerly Media and Games Invest plc) (the “**Issuer**”). In its capacity as Bond Trustee, and as requested by the Issuer, the Bond Trustee hereby initiates a procedure in writing (the “**Written Procedure**”) as required by the Terms and Conditions (as defined below), whereby Bondholders can vote for or against the Issuer’s requests.

All capitalised terms used herein and not otherwise defined in this notice (the “**Notice**”) shall have the meanings assigned to them in the terms and conditions of the Bonds (the “**Terms and Conditions**”).

Bondholders participate by completing and sending the voting form, attached hereto as Schedule 1 (the “**Voting Form**”), and, if applicable, the power of attorney/authorisation, attached hereto as Schedule 2 (the “**Power of Attorney**”) or other sufficient evidence, if the Bonds are held in custody other than by the CSD, to the Bond Trustee. Please contact the securities firm you hold your Bonds

through if you do not know how your Bonds are registered or if you need authorisation or other assistance to participate.

The Bond Trustee must receive the Voting Form no later than 15.00 CEST on 16 June 2021 either by mail, courier or email to the Bond Trustee using the contact details set out in Section 6.7 (*Address for sending replies*) below. Votes received thereafter may be disregarded.

To be eligible to participate in the Written Procedure, a person must meet the criteria for being a Bondholder on 7 June 2021 (the “**Record Date**”). This means that the person must be registered on a Securities Account with the CSD, as a direct registered owner (Sw. *direktregistrerad ägare*) or authorised nominee (Sw. *förvaltare*) with respect to one or several Bonds.

1. Background

The Issuer is contemplating to issue subsequent bonds under the Terms and Conditions in an amount of up to EUR 150,000,000 (the “**Subsequent Bond Issue**”) and in connection therewith increase the total framework amount under the Terms and Conditions from EUR 120,000,000 to EUR 350,000,000 after which the aggregate outstanding nominal amount under the Terms and Conditions will be up to EUR 270,000,000 (provided that the intended subsequent bond issue amounts to EUR 150,000,000), in accordance with the terms set out in the term sheet in Schedule 3 (the “**Term Sheet**”).

The purpose of the Subsequent Bond Issue is to finance Permitted Acquisitions (as defined in the Term Sheet) being entities with businesses similar or complementary to that of the Group, with positive EBITDA for the twelve month period ending on the relevant date immediately preceding the closing date of such acquisitions and will be subject to the Incurrence Test being met (calculated including the Net Interest Bearing Debt and EBITDA of the relevant target entities on a *pro forma* basis).

The net proceeds from the Subsequent Bond Issue shall be transferred to a bank account and be subject to an escrow arrangement pending application towards Permitted Acquisitions (the “**Escrow Account**”).

The Issuer shall enter into an escrow agreement with the Bond Trustee and NT Services AS for the purpose of establishing the Escrow Account which also shall include provisions stating that the Bond Trustee’s approval of the release of the security over the Escrow Account and disbursement of the funds standing to the credit of the Escrow Account shall be subject to the Bond Trustee being satisfied it has received the Conditions Precedent for Release of the Escrow Account (as defined in the Term Sheet) (the “**Escrow Agreement**”).

The Subsequent Bond Issue will be subject to the Bond Trustee being satisfied it has received the Conditions Precedent for Settlement – Subsequent Bond Issue (as defined in the Term Sheet).

Against this background, the Issuer requests that the Bondholders agree to amend the Terms and Conditions, as further described in Section 2 (*Request*) below.

2. Request

Proposed amendments

The proposed amendments proposed to be made to the Terms and Conditions are set forth in full in Schedule 4 (*Amended and Restated Terms and Conditions*) of this Notice (the “**Proposed Amendments**”), where blue and underlined text indicates additions whereas red and crossed-out text indicates deletions. A summary of the Proposed Amendments is also set forth below.

Increase of the total nominal amount

The Terms and Conditions shall be amended so that the Issuer may at one or more occasions after the First Issue Date issue Subsequent Bonds under the Terms and Conditions, until the total amount under such Subsequent Bond Issue(s) and the Initial Bond Issue equals EUR

350,000,000, provided that (i) the Issuer meets the Incurrence Test (tested on a *pro forma* basis with the new debt being incurred) and (ii) no Event of Default is continuing or would result from the Subsequent Bond Issue.

Consequential amendments

As a consequence of the Proposed Amendments proposed by the Issuer, certain consequential amendments and updates to the Terms and Conditions may be required.

3. Consent

The Bondholders are asked to confirm that the Bondholders agree to the request in Section 2 (*Request*) (the “**Request**”).

4. Consent fee

If the Request is approved by the Bondholders, a consent fee amounting to zero point five (0.50) per cent. of the Nominal Amount as of the date of the approval of the Request (the “**Consent Fee**”) will be paid to the Bondholders (regardless if such Bondholder has participated in the Written Procedure or voted for or against the Request). The Consent Fee shall be paid to the Bondholders on a *pro rata* basis and must be paid no later than twenty (20) Business Days after the date of approval of the Request. The payment shall be made through the CSD to such person who is registered as a Bondholder and the applicable Record Date for such payment shall be announced by the Issuer in a press release immediately following an approval of the Request.

The Bond Trustee does not administer the Consent Fee and is not involved in or in any way responsible for the Consent Fee.

5. Effective date

The Request shall be deemed approved immediately upon expiry of the voting period and receipt of the required majority as set forth in Section 6.6 or if earlier, when a requisite majority of consents of the Adjusted Nominal Amount have been received by the Bond Trustee. In addition, the Issuer and the Bond Trustee may agree to take any other action deemed required in order to implement the Request.

The Issuer and the Bond Trustee shall, in order to implement and effectuate the Proposed Amendments, enter into the Amended and Restated Terms and Conditions. The Amended and Restated Terms and Conditions shall enter into effect when the Bond Trustee is satisfied that it has received:

- (a) the Conditions Precedent for Settlement – Subsequent Bond Issue (as defined in the Term Sheet);
- (b) copy of duly executed Escrow Agreement; and
- (c) copy of duly executed Amended and Restated Terms and Conditions.

6. Written Procedure

The following instructions need to be adhered to under the Written Procedure.

6.1 Final date to participate in the Written Procedure

The Bond Trustee must have received the votes by mail, courier or email to the address indicated below no later than 15.00 CEST, on 16 June 2021. Votes received thereafter may be disregarded.

6.2 Decision procedure

The Bond Trustee will determine if received replies are eligible to participate under the Written Procedure as valid votes.

When a requisite majority of consents of the Adjusted Nominal Amount have been received by the Bond Trustee, the Request shall be deemed to be adopted, even if the time period for replies in the Written Procedure has not yet expired.

Information about the decision taken under the Written Procedure will: (i) be sent by notice to the Bondholders and (ii) be published on the websites of (a) the Issuer and (b) the Bond Trustee.

A matter decided under the Written Procedure will be binding for all Bondholders, irrespective of them responding in the Written Procedure.

6.3 Voting rights and authorisation

Anyone who wishes to participate in the Written Procedure must on the Record Date 7 June 2021) in the debt register:

- (a) be registered as a direct registered owner of a Securities Account; or
- (b) be registered as authorised nominee in a Securities Account, with respect to one or several Bonds.

6.4 Bonds registered with a nominee

If you are not registered as a direct registered owner, but your Bonds are held through a registered authorised nominee or another intermediary, you may have two different options to influence the voting for the Bonds.

1. You can ask the authorised nominee or other intermediary that holds the Bonds on your behalf to vote in its own name as instructed by you.
2. You can obtain a Power of Attorney (Schedule 2) from the authorised nominee or other intermediary and send in your own Voting Form based on the authorisation. If you hold your Bonds through several intermediaries, you need to obtain authorisation directly from the intermediary that is registered in the debt register as holder of the Securities Account, or from each intermediary in the chain of holders, starting with the intermediary that is registered in the debt register as a Bondholder of the Securities Account as authorised nominee or direct registered owner.

Whether one or both of these options are available to you depends on the agreement between you and the authorised nominee or other intermediary that holds the Bonds on your behalf (and the agreement between the intermediaries, if there are more than one).

The Bond Trustee recommends that you contact the securities firm that holds the Bonds on your behalf for assistance, if you wish to participate in the Written Procedure and do not know how your Bonds are registered or need authorisation or other assistance to participate. Bonds owned by the Issuer, another Group Company or an Affiliate do not entitle to any voting rights.

6.5 Quorum

To approve the Request, Bondholders representing at least twenty (20.00) per cent. of the Adjusted Nominal Amount must reply to the Request under the Written Procedure in order to form a quorum.

If a quorum does not exist, the Bond Trustee shall initiate a second Written Procedure, provided that the relevant proposal has not been withdrawn by the Issuer. No quorum requirement will apply to such second Written Procedure.

6.6 Majority

Fifty (50.00) per cent. of the Adjusted Nominal Amount for which Bondholders reply under the Written Procedure must consent to the Request in order for it to pass.

6.7 Address for sending replies

Return the Voting Form, Schedule 1, and, if applicable, the Power of Attorney/Authorisation in Schedule 2 or other sufficient evidence, if the Bonds are held in custody other than Euroclear Sweden, by regular mail, scanned copy by e-mail, or by courier to:

By regular mail:

Nordic Trustee & Agency AB (publ)
Attn: Written Procedure Media and Games Invest
P.O. Box 7329
S-103 90 Stockholm

By courier:

Nordic Trustee & Agency AB (publ)
Attn: Written Procedure Media and Games Invest
Norrandsgatan 23
111 43 Stockholm

By email:

E-mail: voting.sweden@nordictrustee.com

7. ROLE OF THE BOND TRUSTEE

The role of the Bond Trustee under this Written Procedure is solely mechanical and administrative in nature. The information set out herein is presented to the Bondholders

without any evaluation, advice or recommendations from the Bond Trustee whatsoever. The Bond Trustee is not an advisor to any party and has not reviewed or assessed the information set out herein from a legal or commercial perspective of the Bondholders and the Bond Trustee expressly disclaims any liability whatsoever related to the content of this Notice (or the effect(s) of the Request, should it be adopted). The Bondholders are recommended to seek legal advice in order to independently evaluate whether the Request (and its effect(s), should it be adopted) are acceptable or not.

8. FURTHER INFORMATION

For further questions to the Bond Trustee, regarding the administration of the Written Procedure, please contact the Bond Trustee at voting.sweden@nordictrustee.com or +46 8 783 79 00.

For non-administrative inquiries regarding the Written Procedure, please contact the Issuer at paul.echt@mg-se.com or remco.westermann@mg-se.com.

Stockholm, 28 May 2021

NORDIC TRUSTEE & AGENCY AB (PUBL)

As Bond Trustee

Enclosed:

Schedule 1	Voting Form
Schedule 2	Power of Attorney/Authorisation
Schedule 3	Term Sheet
Schedule 4	Amended and Restated Terms and Conditions

VOTING FORM

Schedule 1

For the Written Procedure in Media and Games Invest SE's (publ) Maximum EUR 120,000,000 Senior Secured Floating Rate Bonds 2020/2024 with ISIN SE0015194527.

The undersigned Bondholder or authorised person/entity (the "**Voting Person**"), votes either **For** or **Against** the Request by marking the applicable box below.

NOTE: If the Voting Person is not registered as Bondholder (as defined in the Terms and Conditions), the Voting Person must enclose a Power of Attorney/Authorisation, see Schedule 2.

Capitalised terms used and not otherwise defined herein shall have the meanings assigned to them in the Notice of Written Procedure dated 28 May 2021.

☐

For the Request

☐

Against the Request

Name of the Voting Person:

Capacity of the Voting Person:

Bondholder:

☐

¹

authorised person:

☐

²

Voting Person's reg.no/id.no
and country of incorporation/domicile:

Securities Account number at Euroclear Sweden:
(if applicable)

Name and Securities Account number of custodian(s):
(if applicable)

Nominal Amount voted for (in EUR):

Contact person, daytime telephone number and e-mail adress:

Authorised signature and Name ³

Place, date:

¹ When voting in this capacity, no further evidence is required.

² When voting in this capacity, the person/entity voting must also enclose Power of Attorney/Authorisation (Schedule 2) from the Bondholder or other proof of authorisation showing the number of votes held on the Record Date (as defined in the Notice of Written Procedure).

³ If the undersigned is not a Bondholder as defined in the Terms and Condition and has marked the box "authorised person", the undersigned – by signing this document – confirms that the Bondholders has been instructed to refrain from voting for the number of votes cast with this Voting Form.

POWER OF ATTORNEY/AUTHORISATION

Schedule 2

For the Written Procedure in Media and Games Invest SE's (publ) Maximum EUR 120,000,000 Senior Secured Floating Rate Bonds 2020/2024 with ISIN SE0015194527.

NOTE: *This Power of Attorney/Authorisation document shall be filled out if the Voting Person is not registered as Bondholder on the Securities Account, held with Euroclear Sweden. It must always be established a coherent chain of power of attorneys derived from the Bondholder. I.e. if the person/entity filling out this Power of Attorney/Authorisation in its capacity as "other intermediary", the person/entity must enclose its Power of Attorney/Authorisation from the Bondholder.*

Capitalised terms used and not otherwise defined herein shall have the meanings assigned to them in the Notice of Written Procedure dated 28 May 2021.

Name of person/entity that is given authorisation (Sw. befullmäktigad) to vote as per the Record Date:

Nominal Amount (in EUR) the person/entity is authorised to vote for as per the Record Date:

Name of Bondholder or other intermediary giving the authorisation (Sw. fullmaktsgivaren):

We hereby confirm that the person/entity specified above (Sw. *befullmäktigad*) has the right to vote for the Nominal Amount set out above.

We represent an aggregate Nominal Amount of: EUR _____

We are:

☐ Registered as Bondholder on the Securities Account

☐ Other intermediary and holds the Bonds through (specify below):

Place, date: _____

Name:

Authorised signature of Bondholder/other intermediary (Sw. *fullmaktsgivaren*)

TERM SHEET

Schedule 3

THIS DOCUMENT IS FOR INFORMATION PURPOSES ONLY. NOT FOR DISTRIBUTION IN OR INTO THE UNITED STATES (OTHER THAN TO QUALIFIED INSTITUTIONAL BUYERS ("QIBS")) AS DEFINED IN AND PERMITTED PURSUANT TO AN EXEMPTION UNDER RULE 144A UNDER THE U.S. SECURITIES ACT OF 1933 (AS AMENDED, THE "US SECURITIES ACT")), CANADA, AUSTRALIA, JAPAN OR ANY OTHER JURISDICTION WHERE SUCH DISTRIBUTION WOULD REQUIRE ANY FURTHER MEASURES FROM THE ISSUER, THE MANAGERS OR ANY OTHER PARTY. THE SECURITIES MENTIONED HEREIN HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE US SECURITIES ACT. THEY MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES, EXCEPT PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT. NO PUBLIC OFFERING WILL BE MADE IN THE UNITED STATES AND THE INFORMATION CONTAINED HEREIN DOES NOT CONSTITUTE AN OFFER OF SECURITIES FOR SALE IN THE UNITED STATES, CANADA, AUSTRALIA, JAPAN OR ANY OTHER JURISDICTION WHERE SUCH DISTRIBUTION/SUCH OFFER WOULD REQUIRE ANY FURTHER MEASURES FROM THE ISSUER, THE MANAGERS OR ANY OTHER PARTY OR WOULD BE PROHIBITED BY APPLICABLE LAW.

STRICTLY PRIVATE AND CONFIDENTIAL



Term Sheet for Subsequent Bond Issue

Media and Games Invest SE

**Subsequent Bond Issue of up to EUR 150,000,000 under the
Senior Secured Callable Floating Rate Bonds 2020/2024
(the "Subsequent Bonds" or the "Subsequent Bond Issue")**

ISIN: SE0015194527

LEI: 391200UIIWMXRLGARB95

Expected Issue Date: [●] 2021

The following overview included in this term sheet does not purport to be complete, and is qualified in its entirety by the Terms and Conditions for the Bonds including related documents and the issue of the Subsequent Bonds is subject to approval by the board of directors of the Issuer.

Issuer:	Media and Games Invest SE (previously Media and Games Invest plc), a Societas Europaea company incorporated in Malta with reg. no. SE 15.
Group:	The Issuer and its Subsidiaries from time to time and "Group Company" means each of the Issuer and its Subsidiaries.
Currency:	Euro ("EUR").
Maximum Nominal Amount:	EUR 350,000,000.
Outstanding Nominal Amount:	EUR 120,000,000.
Subsequent Bond Issue:	Up to EUR 150,000,000.

	The Subsequent Bond Issue shall, for the avoidance of doubt, be issued subject to the same Terms and Conditions as the Initial Bond Issue.
Price:	[●] per cent. of the Nominal Amount.
Interest Rate:	The Bonds shall carry interest at a 3 months EURIBOR plus the Floating Rate Margin, payable quarterly in arrears. EURIBOR floor at 0.00 per cent. will apply.
Floating Rate Margin:	5.75 per cent. <i>per annum</i> .
Issue Date:	Expected to be [●] 2021. Notice is expected to be given to subscribers at least two (2) Business Days prior to the Issue Date.
Final Redemption Date:	27 November 2024 (4 years after the First Issue Date), at which date each Bond shall be redeemed at a price equal to 100.00 per cent. of the Nominal Amount.
Nominal Amount:	The nominal amount of each Bond will be EUR 100,000.
Minimum Investment:	The minimum permissible investment in the Subsequent Bond Issue is EUR 100,000.
Purpose of the Bonds:	The net proceeds from the Subsequent Bond Issue shall be applied towards Permitted Acquisitions.
Permitted Acquisitions:	<p>Means an acquisition or acquisitions by a Group Company of shares or equivalent ownership interests of an entity, business, assets or undertaking funded in whole or in part with proceeds from the Escrow Account (each a “Proposed Target”), provided that:</p> <ul style="list-style-type: none"> (a) the business of the Proposed Target is similar or complementary to that of the Group; (b) the consolidated earnings before interest, tax, depreciation and amortisation (calculated on the same basis as consolidated EBITDA) of the entity, business or undertaking to be acquired is positive for the twelve month period ending on the relevant date immediately preceding the closing date of the acquisition; (c) that the Incurrence Test is met (calculated including the Net Interest Bearing Debt and EBITDA of the relevant target(s) of the Permitted Acquisition on a <i>pro forma</i> basis); and (d) no Event of Default is continuing and no Event of Default would occur on the date of or result from the acquisition. <p>For the avoidance of doubt, an acquisition that is not financed, in whole or in part, with proceeds from the Escrow Account shall not constitute an Permitted Acquisition.</p>
Escrow Account:	The net proceeds from the Subsequent Bond Issue shall be transferred to a bank account and be subject to an escrow arrangement to the satisfaction of the Trustee, pending application towards Permitted Acquisitions.
Conditions Precedent for Settlement – Subsequent Bond Issue:	<p>The settlement of the Subsequent Bond Issue is subject to the Trustee being satisfied it has received the following documents:</p> <ul style="list-style-type: none"> (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 Subsequent Bonds Issue and resolving to enter into any documents necessary in connection therewith;

- (c) a Compliance Certificate from the Issuer confirming that the Incurrence Test is met and that no Event of Default is continuing or would result from the Subsequent Bond Issue;
- (d) a duly executed copy of a pledge agreement in respect of the Escrow Account and evidence that such pledge has been duly perfected; and
- (e) such other documents and evidence as is agreed between the Trustee and the Issuer.

Conditions Precedent for Release of the Escrow Account:

The Trustee's approval of the release of the security over the Escrow Account and disbursement of the funds standing to the credit of the Escrow Account is subject to the Trustee being satisfied it has received a certificate issued by the Issuer confirming that:

- (a) the Incurrence Test is met and that no Event of Default is continuing or would result from the Permitted Acquisition (including the Net Interest Bearing Debt and EBITDA of the relevant target(s) of the Permitted Acquisition on a *pro forma* basis);
- (b) the Net Proceeds to be released will be applied towards an Permitted Acquisition or a payment of deferred purchase price or earn-outs obligations in respect of an Permitted Acquisition (as applicable);
- (c) the consolidated earnings before interest, tax, depreciation and amortisation (calculated on the same basis as consolidated EBITDA) of the entity, business or undertaking to be acquired is positive for the twelve month period ending on the relevant date immediately preceding the closing date of the acquisition; and
- (d) that such Permitted Acquisition will be consummated immediately upon disbursement of funds from the Escrow Account.

The Trustee may assume that the documentation and evidence delivered to it is accurate, legally valid, enforceable, correct and true, and the Trustee does not have to verify or assess the contents of any such documentation. The conditions precedent are not reviewed by the Trustee from a legal or commercial perspective of the bondholders.

Listing:

The Issuer shall use its best efforts to ensure that the Subsequent Bonds are admitted to trading on Nasdaq Stockholm no later than 27 November 2021 and if such admission to trading is not possible to obtain or maintain or the Issuer determines in its reasonable discretion that a different Regulated Market should be preferred, admitted to trading on another Regulated Market.

A Listing Failure means the occurrence of an event whereby the Subsequent Bonds have not been admitted to trading on Nasdaq Stockholm within sixty (60) days from the relevant issue date, in each case with an intention to complete such admission to trading within thirty (30) days from the Issue Date (or, in each case, any shorter period required by law or applicable stock exchange regulations).

Upon 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 (plus accrued and unpaid interest) during a period of sixty (60) days following the notice of the relevant event (exercise period). The settlement date of the put option shall occur within twenty (20) Business Days after the ending of the exercise period.

Issuing Agent:

Pareto Securities AB.

Joint Bookrunners:

Pareto Securities AB, Jefferies International Limited and Jefferies GmbH.

Trustee:	The bondholders' agent and security agent under the Terms and Conditions and, if relevant, the Finance Documents, from time to time; initially Nordic Trustee & Agency AB (publ), reg. no. 556882-1879, P.O. Box 7329, SE-103 90 Stockholm, Sweden.
CSD:	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, 101 23 Stockholm, Sweden.
Selling Restrictions:	Rule 144A / Regulation S (Category 2).
Terms and Conditions:	<p>The Terms and Conditions will regulate the rights and obligations with respect to the Bonds. In the event of any discrepancy between this term sheet and the Terms and Conditions, the Terms and Conditions shall prevail.</p> <p>By investing in the Bonds, each investor accepts to be bound by the Terms and Conditions. Further, by investing in the Bonds, each investor accepts that certain adjustments to the structure and terms described in this term sheet may occur and that it is bound by the final terms of the Terms and Conditions.</p> <p>The Terms and Conditions shall include provisions on the Trustee's right to represent the bondholders as well as other provisions customary for a Swedish bond offering.</p>
Definitions:	Terms defined in the Terms and Conditions have the same meaning in this term sheet unless expressly defined herein or otherwise required by the context.
Governing law and disputes:	The Terms and Conditions shall be governed by and construed in accordance with Swedish law. Any dispute or claim arising in relation to the Terms and Conditions shall be determined by Swedish courts and the District Court of Stockholm shall be the court of first instance.
Subject to:	The issue of the Bonds shall be subject to approval by the board of directors of the Issuer, as well as any other approvals as may be required by applicable company law.

Malta and Stockholm, [●] 2021

Media and Games Invest SE
as Issuer

Pareto Securities AB
as Issuing Agent and
Joint Bookrunner

Jefferies International Limited
Jefferies GmbH
as Joint Bookrunners

AMENDED AND RESTATED TERMS AND CONDITIONS

Schedule 4

AMENDED AND RESTATED **TERMS AND CONDITIONS**



Media and Games Invest ~~plc~~SE
Maximum EUR ~~120,000,000~~350,000,000
Senior Secured Callable Floating Rate Bonds
2020/2024

ISIN: SE0015194527

First Issue Date: 27 November 2020

Schedule 1

Gernandt & Danielsson

As amended and restated on [date] 2021

SELLING RESTRICTIONS

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. Persons into whose possession this document comes are 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 “U.S. Securities Act”](#)), 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, [except for “Qualified Institutional Buyers” \(QIB\) within the meaning of Rule 144A under the U.S. Securities Act.](#)

PRIVACY STATEMENT

Each of the Issuer, the Trustee and the Issuing Agent may collect and process personal data relating to the Bondholders, the Bondholders’ representatives or agents, and other persons nominated to act on behalf of the Bondholders pursuant to the Finance Documents (name, contact details and, when relevant, holding of Bonds). The personal data relating to the Bondholders is primarily collected from the registry kept by the CSD. The personal data relating to other Persons is primarily collected directly from such Persons.

The personal data collected will be processed by the Issuer, the Trustee and the Issuing Agent for the following purposes (i) to exercise their respective rights and fulfil their respective obligations under the Finance Documents, (ii) to manage the administration of the Bonds and payments under the Bonds, (iii) to enable the Bondholders to exercise their rights under the Finance Documents and (iv) to comply with its obligations under applicable laws and regulations.

The processing of personal data by the Issuer, the Trustee and the Issuing Agent in relation to items (i) to (iii) above is based on their legitimate interest to exercise their respective rights and to fulfil their respective obligations under the Finance Documents. In relation to item (iv), the processing is based on the fact that such processing is necessary for compliance with a legal obligation incumbent on the Issuer, the Trustee or the Issuing Agent (as applicable). Unless otherwise required or permitted by law, the personal data collected will not be kept longer than necessary given the purpose of the processing.

Personal data collected may be shared with third parties, such as the CSD, when necessary to fulfil the purpose for which such data is processed.

Subject to any legal preconditions, the applicability of which have to be assessed in each individual case, data subjects have the rights as follows. Data subjects have right to get access to their personal data and may request the same in writing at the address of the Issuer, the Trustee or the Issuing Agent (as applicable). In addition, data subjects have the right to (i) request that personal data is rectified or erased, (ii) object to specific processing, (iii) request that the processing be restricted and (iv) receive personal data provided by themselves in machine-readable format.

Data subjects are also entitled to lodge complaints with the relevant supervisory authority if dissatisfied with the processing carried out.

The Issuer’s, the Trustee’s and the Issuing Agent’s addresses, and the contact details for their respective data protection officers (if applicable), are found on their respective websites: www.nordictrustee.com, mgi.group and www.paretosec.com.

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TERMS AND CONDITIONS

1. DEFINITIONS AND CONSTRUCTION

1.1 Definitions

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

“**Account Operator**” means a bank or other party duly authorised to operate as an account operator pursuant to the Financial Instruments Accounts Act and through which a 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 the Issuer, a Group Company or an Affiliate of the Issuer or a Group Company, irrespective of whether such Person is directly registered as owner of such Bonds.

“**Advance Purchase Agreement**” means:

- (a) an advance or deferred purchase agreement if the agreement is in respect of the supply of assets or services and payment in the normal course of business with credit periods which are normal for the relevant type of project contracts; or
- (b) any other trade credit incurred in the ordinary course of business.

“**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.

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

“**Bond Issue**” means the Initial Bond Issue and any Subsequent Bond Issue.

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

“**Bondholders’ Meeting**” means a meeting among the Bondholders held in accordance with Clause 18.2 (*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.

“Call Option Amount” means:

- (a) if the call option is exercised on or after the First Issue Date to, but not including, the First Call Date, an amount equivalent to the sum of:
 - (i) 102.875 per cent. of the Nominal Amount; and
 - (ii) the remaining interest payments up to, and including, the First Call Date;
- (b) 102.875 per cent. of the Nominal Amount, together with accrued but unpaid interest, if the call option is exercised on or after the First Call Date to, but not including, the date falling thirty (30) months after the First Issue Date;
- (c) 102.156 per cent. of the Nominal Amount, together with accrued but unpaid interest, if the call option is exercised on or after the date falling thirty (30) months after the First Issue Date to, but not including, the date falling thirty-six (36) months after the First Issue Date;
- (d) 101.438 per cent. of the Nominal Amount, together with accrued but unpaid interest, if the call option is exercised on or after the date falling thirty-six (36) months after the First Issue Date to, but not including, the date falling forty-two (42) months after the First Issue Date; or
- (e) 100.719 per cent. of the Nominal Amount, together with accrued but unpaid interest, if the call option is exercised on or after the date falling forty-two (42) months after the First Issue Date to, but not including, the Final Redemption Date.

“Cash and Cash Equivalents” means cash and cash equivalents of the Group calculated according to the latest Financial Statements and in accordance with the Accounting Principles.

“Change of Control” means the occurrence of an event or series of events whereby one or more Persons, not being the Main Shareholder, acting in concert, acquire control over the Issuer and where **“control”** means:

- (a) acquiring or controlling, directly or indirectly, more than fifty (50.00) per cent. of the voting rights of the Issuer; or
- (b) 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.

“Clean Down Period” has the meaning set forth in Clause 16.6 (*Clean Down Period*).

“**Compliance Certificate**” means a certificate substantially in the form set out in Schedule 2 (*Form of Compliance Certificate*), unless otherwise agreed between the Trustee and the Issuer.

“**Credit Facilities**” means any bank or credit facilities in an aggregate amount of up to twelve point five (12.5) per cent. of the aggregate outstanding nominal amount of the Bonds and any Parity Debt.

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

“**CSD Regulations**” means the CSD’s rules and regulations applicable to the Issuer, the Trustee and the Bonds from time to time.

“**Cure Amount**” has the meaning set forth in Clause 15.4 (*Equity Cure*).

“**De-listing**” means:

- (a) the shares of the Issuer are not listed on an MTF or Regulated Market or trading of the Issuer’s shares on the relevant stock exchange is suspended for a period of fifteen (15) consecutive Business Days; or
- (b) the Bonds, once the Bonds are admitted to trading on a Regulated Market and/or an MTF, are no longer admitted to trading or listed thereon (however, taking into account the rules and regulations (as amended from time to time) of the relevant Regulated Market and/or MTF (as applicable), and the CSD preventing trading in the Bonds in close connection to the redemption of the Bonds), provided that the Bonds may be delisted from an MTF in connection with the admission to trading of the Bonds on a Regulated Market.

“**Debt Register**” means the debt register (Sw. *skuldbok*) kept by the CSD in respect of the Bonds in which an owner of Bonds is directly registered or an owner’s holding of Bonds is registered in the name of a nominee.

“**EBITDA**” means, in respect of the Reference Period, the consolidated profit of the Group from ordinary activities according to the latest Financial Statements (without double counting):

- (a) *before deducting* any amount of tax on profits, gains or income paid or payable by any member of the Group;
- (b) *before deducting* any Net Finance Charges;
- (c) *before taking into account* any costs, charges and provisions relating to the vesting of accrued non-cash payments to the Group’s employees under or in respect of the Incentive Programme;
- (d) *before taking into account* any extraordinary items and any non-recurring items which are not in line with the ordinary course of business of the Group (“**Exceptional Items**”), in an aggregate amount not exceeding ten (10.00) per cent.

of EBITDA of the relevant Reference Period (prior to any adjustments for Exceptional Items);

- (e) *before taking into account* any Transaction Costs;
- (f) *not including* any accrued interest owing to any member of the Group;
- (g) *before taking into account* any unrealised gains or losses on any derivative instrument (other than any derivative instruments which is accounted for on a hedge account basis);
- (h) *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 (other than in the ordinary course of trading) and any loss or gain arising from an upward or downward revaluation of any asset;
- (i) *after deducting* the amount of any profit (or adding back the amount of any loss) of any member of the Group which is attributable to minority interests;
- (j) *plus or minus* the Group's share of the profits or losses of entities which are not part of the Group; and
- (k) *after adding back* any amount attributable to the amortisation, depreciation or depletion of assets of members of the Group.

"Equity Cure" has the meaning set forth in Clause 15.4 (*Equity Cure*).

"Escrow Account" means a bank account:

- (a) held by NT Services AS with a reputable bank in Norway;
- (b) from which no withdrawals may be made by any member of the Group except as contemplated by the Finance Documents; and
- (c) to which only Net Proceeds of the Initial Bond Issue may be transferred by the Issuer.

"Escrow Account Agreement" means the escrow agreement entered into between the Issuer, NT Services AS and the Trustee prior the First Issue Date in respect of the Escrow Account and all funds standing to the credit of the Escrow Account.

"Event of Default" means an event or circumstance specified as such in Clause 17 (*Termination of the Bonds*).

"EUR" means the single currency of the participating member states in accordance with the legislation of the European Community relating to Economic and Monetary Union.

“EURIBOR” means:

- (a) the applicable percentage rate per annum displayed on Thomson Reuters screen EURIBOR01 (or through another system or website replacing it) as of or around 11.00 a.m. (Brussels time) on the Quotation Day for the offering of deposits in Euro 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,in each case as of or around 11.00 a.m. (Brussels time) on the Quotation Day; or
- (c) if no rate is available for the relevant Interest Period pursuant to paragraphs (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 EUR 10,000,000 for the relevant period; or
- (d) if no rate is available for the relevant Interest Period pursuant to paragraphs (a) or (b) above and 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 Euro offered in the relevant interbank market for the relevant period.

“Existing Gamigo Bonds” means the up to EUR 50,000,000 senior secured floating rate callable bonds 2018/2022 with ISIN SE0011614445 issued by gamigo AG.

“Existing Unsecured MGI Bonds” means the up to EUR 25,000,000 unsecured bonds 2019/2024 issued by the Issuer with ISIN DE000A2R4KF3.

“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*).

“Final Redemption Date” means 27 November 2024.

“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 Financial Statements (calculated on a consolidated basis) other than Transaction Costs, interest on any loan owing to any Group Company or any Shareholder Loan and taking no account of any unrealised gains or losses on any derivative instruments other than any derivative instrument which are accounted for on a hedge accounting basis.

“Finance Documents” means the Terms and Conditions, the Intercreditor Agreement, the Transaction Security Documents, the Guarantee and Adherence Agreement, the Parallel Debt Agreement and any other document designated to be a Finance Document by the Issuer and the Trustee.

“Financial Indebtedness” means any indebtedness in respect of:

- (a) monies borrowed or raised, including Market Loans;
- (b) the amount of any liability in respect of 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) receivables sold or discounted (other than receivables sold on a non-recourse basis);
- (d) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing or otherwise being classified as a borrowing under the Accounting Principles (including forward sale or purchase arrangements);
- (e) 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);
- (f) 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
- (g) (without double counting) any guarantee or other assurance against financial loss in respect of a type referred to in paragraphs (a) to (f) above.

“Financial Statements” means the annual audited consolidated financial statements of the Group or the quarterly interim unaudited consolidated reports of the Group, which shall be prepared and made available according to paragraphs (a) and (b) of Clause 14.1 (*Financial Statements*), in each case prepared in accordance with the Accounting Principles.

“First Call Date” means the date falling twenty-four (24) months after the First Issue Date.

“First Issue Date” means 27 November 2020.

“Force Majeure Event” has the meaning set forth in Clause 26.1.

“gamigo AG” means gamigo AG (reg. no. HRB 105628).

“German Obligor” means each Initial Guarantor incorporated under the laws of Germany.

“Group” means the Issuer and each of its Subsidiaries from time to time.

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

“Guarantee” means the guarantees provided by the Guarantors under the Guarantee and Adherence Agreement.

“Guarantee and Adherence Agreement” means the guarantee and adherence agreement entered into or to be entered into between the Issuer, each Guarantor and the Trustee pursuant to which the Secured Obligations will be guaranteed by the Guarantors.

“Guarantor” means:

- (a) the Initial Guarantors; and
- (b) any other Group Company which has entered into or acceded to the Guarantee and Adherence Agreement following the First Issue Date.

“Guarantor Cover Threshold” means that the aggregate earnings before interest, tax, depreciation and amortisation (calculated on the same basis as EBITDA) of the Guarantors in aggregate represent at least eighty (80.00) per cent. of the consolidated EBITDA of the Group.

“Incentive Programme” means the employee phantom stock incentive programme of the Issuer in an aggregate amount not exceeding EUR 9,500,000 at any time during the lifetime of the Bonds.

“Incurrence Test” has the meaning set forth in Clause 15.2 (*Incurrence Test*).

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

“Initial Bond Issue” has the meaning set forth in Clause 3.3.

“Initial Guarantors” means gamigo AG, gamigo Publishing GmbH (reg. no. HRB 150346 (AG Hamburg)), Aeria Games GmbH (reg. no. HRB 145568 (AG Hamburg)), Gamigo US Inc. (a company incorporated under the laws of Delaware, U.S.), gamigo Inc. (a company incorporated under the laws of Delaware, U.S.) and Verve Group Inc. (a company incorporated under the laws of Delaware, U.S.).

“Intellectual Property” means:

- (a) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of each Group Company (which may now or in the future subsist).

“Intercreditor Agreement” means the intercreditor agreement entered into between, amongst others, the Issuer, the Trustee and the Initial Guarantors on or about the First Issue Date.

“Interest” means the interest on the Bonds calculated in accordance with Clauses 11.1 to 11.3.

“Interest Payment Date” means 27 February, 27 May, 27 August and 27 November each year (with the first Interest Payment Date on 27 February 2021 and the last Interest Payment Date being the Final Redemption Date (or any final Redemption Date prior thereto)) or, to

the extent such day is not a Business Day, the Business Day following from an application of the Business Day Convention.

“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 EURIBOR (3 months) plus 5.75 per cent. *per annum*, provided that if EURIBOR is less than zero, it shall be deemed to be zero.

“Issue Date” means the First Issue Date or any date when Subsequent Bonds are issued.

“Issuer” means Media and Games Invest ~~plc~~[SE \(formerly Media and Games Invest plc\)](#), Maltese reg. no. ~~C52332, a public limited liability company~~[SE 15, a Societas Europaea](#) incorporated in Malta.

“Issuing Agent” means Pareto Securities AB (reg. no. 556206-8956) or another party replacing it, as Issuing Agent, in accordance with these Terms and Conditions.

“Listing Failure” means the occurrence of an event whereby:

- (a) the Initial Bonds have not been admitted to trading on a Regulated Market or an MTF (other than Frankfurt Open Market) within sixty (60) days from the First Issue Date; or
- (b) any Subsequent Bonds have not been admitted to trading on the same Regulated Market and/or MTF as the Initial Bonds within sixty (60) days from the relevant Issue Date,

in each case with an intention to complete such admission to trading within thirty (30) days from the relevant Issue Date (or, in each case, any shorter period required by law or applicable stock exchange regulations).

“Main Shareholder” means Remco Westermann and/or any of his directly or indirectly controlled Affiliates.

“Maintenance Test” has the meaning set forth in Clause 15.1 (*Maintenance Test*).

“Market Loan” means any loan or other indebtedness where an entity issues commercial paper, certificates, convertibles, subordinated debentures, bonds or any other debt securities (including, for the avoidance of doubt, under 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 a Regulated Market or another 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 Group’s ability to perform and comply with its obligations under the Finance Documents; or

(c) the validity or enforceability of the Finance Documents.

“Material Group Company” means:

- (a) the Issuer;
- (b) the Guarantors; and
- (c) any other Group Company with:
 - (i) earnings before interest, tax, depreciation and amortisation (calculated on the same basis as EBITDA) representing ten (10.00) per cent. or more of the EBITDA of the Group; or
 - (ii) assets representing ten (10.00) per cent. or more of Total Assets of the Group,in each case calculated on a consolidated basis according to the latest Financial Statements.

“Material Intercompany Loan” means any intercompany loans between Group Companies in an amount exceeding EUR 2,000,000.

“MTF” means any multilateral trading facility as defined in the Markets in Financial Instruments Directive 2014/65/EU (MiFID II), as amended.

“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 Financial Statements:

- (a) *after deducting* any interest payable for that Reference Period to any Group Company;
- (b) *after deducting* any interest income of the Group relating to Cash and Cash Equivalents; and
- (c) *excluding* any interest capitalised on Shareholder Loans.

“Net Interest Bearing Debt” means the consolidated interest bearing Financial Indebtedness of the Group:

- (a) *excluding* guarantees, counter indemnities in respect of bank guarantees, Shareholder Loans, Bonds held by the Issuer or a Group Company and interest bearing debt borrowed from any Group Company; and
- (b) *less* Cash and Cash Equivalents.

“Net Proceeds” means the proceeds from the Initial Bond Issue or any Subsequent Bond Issue after deduction has been made for any fees payable to the Issuing Agent or the Sole Bookrunner or another issuing agent, arranger or bookrunner in connection with the relevant Subsequent Bond Issue.

“Nominal Amount” has the meaning set forth in Clause 3.3.

“**NT Services AS**” means NT Services AS, reg. no. 916 482 574, Kronprinsesse Märthas plass 1, N-0160, Oslo, Norway.

“**Obligor**” means the Issuer or a Guarantor.

“**Parallel Debt Agreement**” means the agreement pursuant to which claims of the Trustee are created for the purpose of certain Germany law governed Transaction Security Documents.

“**Parity Debt**” means any Financial Indebtedness incurred in accordance with paragraph (l) of the definition of Permitted Debt, provided that the relevant Parity Debt Creditor (or Parity Debt Agent, if applicable) has entered into or acceded to the Intercreditor Agreement.

“**Parity Debt Agent**” means the Parity Debt Creditors’ agent under the finance documents of any Parity Debt.

“**Parity Debt Creditor**” means any creditor in respect of Parity Debt.

“**Permitted Debt**” means any Financial Indebtedness:

- (a) incurred under the Bonds (except for any Subsequent Bonds);
- (b) arising under a foreign exchange transaction for spot or forward delivery entered into in connection with protection against fluctuation in currency rates where the exposure arises in the ordinary course of business or in respect of payments to be made under the Terms and Conditions, but not any transaction for investment or speculative purposes;
- (c) arising under any interest rate hedging transactions in respect of payments to be made under the Terms and Conditions, but not any transaction for investment or speculative purposes;
- (d) incurred under Advance Purchase Agreements;
- (e) arising under the Incentive Programme;
- (f) incurred under the Existing Unsecured MGI Bonds;
- (g) incurred under the Existing Gamigo Bonds, until redeemed in full pursuant to the Conditions Precedent for Disbursement;
- (h) arising under any contractual non-interest bearing earn-out payments relating to acquisitions made by the Group;
- (i) arising under loans with zero (0) interest to shareholders of the Issuer incurred for the purpose of funding an acquisition made by the Group with shares in the Issuer owned by such shareholders (a “**Share Loan**”), provided that each such Share Loan is (i) subordinated to the Bonds under the Intercreditor Agreement in the case of insolvency of the Issuer and (ii) converted into equity within twelve (12) months of its incurrence;
- (j) arising under any vendor financing in relation to acquisitions made by the Group up to an amount of thirty (30.00) per cent. of the purchase price for each acquisition,

provided that such vendor financing is committed to be and is repaid no later than eighteen (18) months after the relevant acquisition;

- (k) incurred by the Issuer if such Financial Indebtedness is incurred as a result of a Subsequent Bond Issue and meets the Incurrence Test on a *pro forma* basis;
- (l) incurred by the Issuer if such Financial Indebtedness:
 - (i) ranks *pari passu* or is subordinated to the obligations of the Issuer under the Finance Documents;
 - (ii) meets the Incurrence Test on a *pro forma* basis;
 - (iii) has a final maturity date or a final redemption date and, when applicable, early redemption dates or instalment dates, which occur after the Final Redemption Date;
- (m) incurred under any Shareholder Loan;
- (n) taken up from, or guarantees made for the benefit of, a Group Company;
- (o) incurred as a result of any Group Company acquiring another entity after the First Issue Date which entity already had incurred Financial Indebtedness but not incurred or increased or having its maturity date extended in contemplation of, or since that acquisition, provided that (i) the Incurrence Test is met on a *pro forma* basis if tested immediately after the making of that acquisition, and (ii) such Financial Indebtedness is: (A) repaid in full within three (3) months of completion of such acquisition, or (B) refinanced in full within three (3) months of completion of such acquisition with the Issuer as the new borrower;
- (p) incurred in connection with the redemption of the Bonds in order to fully refinance the Bonds and provided further that such Financial Indebtedness is subject to an escrow arrangement up until the redemption of the Bonds (taking into account the rules and regulations of the CSD), for the purpose of securing, inter alia, the redemption of the Bonds;
- (q) of the Group under any pension or tax liabilities of the Group incurred in the ordinary course of business;
- (r) incurred for any rental obligations in respect of any real property leased by a Group Company in the ordinary course of business;
- (s) subject to Clause 16.6 (*Clean Down Period*), under any Credit Facilities; and
- (t) any other Financial Indebtedness incurred by Group Companies not in aggregate exceeding EUR 2,000,000 at any time.

“Permitted Security” means any Security:

- (a) provided under the Finance Documents;
- (b) provided that the Intercreditor Agreement has been entered into by the relevant Parity Debt Creditor (or Parity Debt Agent, if applicable), arising under or in respect of any Parity Debt;

- (c) arising by operation of law or in the ordinary course of business (including terms and conditions of account banks, collateral or retention of title arrangements, in particular in connection with Advance Purchase Agreements but, for the avoidance of doubt, not including guarantees or security in respect of any monies borrowed or raised);
- (d) provided in connection with factoring of receivables on a non-recourse basis;
- (e) provided in relation to any lease agreement entered into by a Group Company;
- (f) arising under any netting or set off arrangements under financial derivatives transactions or bank account arrangements, including group cash pool arrangements;
- (g) arising under any escrow agreement or in connection with acquisitions and disposals;
- (h) created for purposes of securing obligations to the CSD; and
- (i) provided pursuant to paragraph (a), (b), (c), (g), (k), (o), (p), (s) or (t) of the definition of Permitted Debt.

“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.

“Quotation Day” means:

- (a) in relation to 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
- (b) in relation to 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) Redemption Date, (iii) a date on which a payment to the Bondholders is to be made under Clause 17.12 (*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 Amount” means the amount required to redeem the Existing Gamigo Bonds in full (including accrued but unpaid interest and any prepayment premium).

“Redemption Date” means the date on which the relevant Bonds are to be redeemed or repurchased in accordance with Clause 12 (*Redemption and repurchase of the Bonds*).

“Reference Date” means 31 March, 30 June, 30 September and 31 December each year.

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

“Regulated Market” means any regulated market (as defined in Directive 2014/65/EU on markets in financial instruments (MiFID II), as amended).

“Secured Obligations” has the meaning ascribed to it in the Intercreditor Agreement.

“Secured Parties” has the meaning ascribed to it in the Intercreditor Agreement.

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

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

“Security Trigger” means the date when the Existing Unsecured MGI Bonds have been redeemed in full.

“Shareholder Loans” means any loan made to the Issuer by a shareholder of the Issuer, if such loan:

- (a) is subordinated to the obligations of the Issuer under the Terms and Conditions pursuant to its terms;
- (b) according to its terms have a final redemption date or, when applicable, early redemption dated or instalment dates which occur after the Final Redemption Date, and
- (c) according to its terms yield only payment in kind interest (other than any cash interest permitted to be paid pursuant to Section 16.1(*Distributions*)).

“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 any Person, any legal entity (whether incorporated or not), in respect of which such Person, directly or indirectly:

- (a) owns shares or ownership rights representing more than fifty (50.00) per cent. of the total number of votes held by the owners;
- (b) otherwise controls more than fifty (50.00) per cent. of the total number of votes held by the owners;
- (c) has the power to appoint and remove all, or the majority of, the members of the board of directors or other governing body; or
- (d) exercises control as determined in accordance with the Accounting Principles.

“Total Assets” means total assets of the Group calculated on a consolidated basis, in each case according to the latest consolidated Financial Statements of the Group and in accordance with the Accounting Principles.

“Transaction Costs” means all fees, costs and expenses, stamp, registration and other taxes incurred by the Issuer or any other member of the Group in connection with (i) the Initial Bond Issue or any Subsequent Bond Issue, (ii) the listing of the Initial Bonds or any Subsequent Bonds and (iii) acquisitions and divestments of companies by the Group.

“Transaction Security” means:

- (a) Security in respect of all shares in gamigo AG which are directly or indirectly fully controlled by the Issuer, but in any event at least ninety (90.00) per cent. of the shares in gamigo AG;
- (b) Security in respect of all shares in each Initial Guarantor (save for gamigo AG);
- (c) Security in respect of all present and future Material Intercompany Loans made by the Initial Guarantors; and
- (d) any additional Security provided pursuant to Clause 16.13 (*Additional Security and Guarantees*).

“Transaction Security Documents” means the security documents pursuant to which the Transaction Security is created.

“Trustee” 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.

“Trustee Agreement” means the agreement entered into on or prior to the First Issue Date between the Issuer and the Trustee, or any replacement agency agreement entered into after the First Issue Date between the Issuer and the Trustee.

“U.S. Obligor” means each Initial Guarantor incorporated in the state of Delaware.

“Written Procedure” means the written or electronic procedure for decision making among the Bondholders in accordance with Clause 18.3 (*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 law, 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 regulation 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 EUR has been attained or broken, any amount in another currency shall be counted on the basis of the rate of exchange for such currency against EUR for the previous Business Day, as published by the European

Central Bank on its website (www.ecb.europa.eu). 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 the European Economic Area promptly and in a non-discriminatory manner.
- 1.2.5 No delay or omission of the Trustee 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 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 Trustee (save for the privacy statement insofar it relates to the Trustee).

1.3 **Conflict of terms**

In case of any conflict of terms between the Intercreditor Agreement and any other Finance Document, the Intercreditor Agreement shall take precedent.

2. **STATUS OF THE BONDS**

Subject to the Intercreditor Agreement, the Bonds constitute direct, general, unconditional, unsubordinated and secured 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 and without any preference among them, except for obligations mandatorily preferred by law applying to companies generally.

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

- 3.1 The Bonds are denominated in EUR and each Bond is constituted by these Terms and Conditions. The Issuer undertakes to repay the Bonds, to pay Interest and to otherwise act in accordance and comply with these Terms and Conditions.
- 3.2 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.
- 3.3 The total aggregate nominal amount of the Initial Bonds is EUR 80,000,000 (“**Initial Bond Issue**”), which will be represented by Bonds, each of a nominal amount of EUR 100,000 (the “**Nominal Amount**”).
- 3.4 All Initial Bonds are issued on a fully paid basis at an issue price of ninety-eight (98.00) per cent. of the Nominal Amount. The price of Subsequent Bonds may be set at the Nominal Amount, at a discount or at a higher price than the Nominal Amount.
- 3.5 The minimum permissible investment in connection with the Initial Bond Issue is EUR 100,000.
- 3.6 The ISIN for the Bonds is SE0015194527.

- 3.7 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 EUR ~~120,000,000~~ 350,000,000, provided that (i) the Issuer meets the Incurrence Test (tested on a *pro forma* basis with the new debt being incurred) and (ii) no Event of Default is continuing or would result from the Subsequent Bond Issue. Any Subsequent Bond shall, for the avoidance of doubt, benefit from and be subject to the Finance Documents and 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 the Subsequent Bonds may be set at par, a discount or a premium compared to the Nominal Amount.

4. USE OF PROCEEDS

- 4.1 The Net Proceeds from the Initial Bond Issue shall be applied towards:
- (a) *firstly*, the redemption in full of the Existing Gamigo Bonds (including accrued but unpaid interest and any prepayment premium); and
 - (b) *secondly*, general corporate purposes of the Group (including investments, capital expenditures and acquisitions) and, at the Issuer's discretion, any redemption in full of the Existing Unsecured MGI Bonds.
- 4.2 The Net Proceeds from any Subsequent Bond Issue shall be applied towards general corporate purposes (including investments, capital expenditures and acquisitions) of the Group and, at the Issuer's discretion, any redemption in full of the Existing Unsecured MGI Bonds.

5. ESCROW OF PROCEEDS

- 5.1 The Net Proceeds of the Initial Bond Issue shall be deposited on the Escrow Account.
- 5.2 If:
- (a) the conditions precedent set out in Part 3 (*Conditions Precedent for Disbursement – Redemption Amount*) of Schedule 1 (*Conditions Precedent*) have not been fulfilled within sixty (60) Business Days from the First Issue Date; or
 - (b) the conditions precedent set out in Part 4 (*Conditions Precedent for Release of Escrow Account*) of Schedule 1 (*Conditions Precedent*) have not been fulfilled within ninety (90) Business Days from the First Issue Date,

and the Trustee has not amended or waived such conditions in accordance with Clause 19 (*Amendments and waivers*), the Issuer shall redeem all, but not some only, of the outstanding Bonds in full at a price equal to one hundred (100.00) per cent. of the Nominal Amount, together with any accrued but unpaid interest (the “**Mandatory Redemption**”). The Mandatory Redemption shall fall no later than thirty (30) Business Days after the ending of the periods referred to in paragraph (a) or (b) (as applicable). Any shortfall shall be covered by the Issuer.

- 5.3 A Mandatory Redemption shall be made by the Issuer giving notice to the Bondholders and the Trustee promptly following the date when the Mandatory Redemption is triggered pursuant to Clause 5.2 above. Any such notice shall state the Redemption Date and the relevant Record Date.

6. CONDITIONS PRECEDENT

6.1 Conditions Precedent for Settlement – Initial Bond Issue

- 6.1.1 The settlement of the Initial Bond Issue is subject to the Trustee being satisfied it has received all of the documents and other evidence listed in Part 1 (*Conditions Precedent for Settlement – Initial Bond Issue*) of Schedule 1 (*Conditions Precedent and Conditions Subsequent*).
- 6.1.2 The Trustee shall confirm to the Issuing Agent when it is satisfied that the conditions in Clause 6.1.1 have been fulfilled (or amended or waived in accordance with Clause 19 (*Amendments and waivers*)). The First Issue Date shall not occur (i) unless the Trustee makes such confirmation to the Issuing Agent no later than 11.00 a.m. one (1) Business Day prior to the First Issue Date (or later, if the Issuing Agent so agrees) or (ii) if the Issuing Agent and the Issuer agree to postpone the First Issue Date.
- 6.1.3 Following receipt by the Issuing Agent of the confirmations in accordance with Clauses 6.1.2, the Issuing Agent shall settle the issuance of the Initial Bonds and pay the Net Proceeds of the Initial Bond Issue to the Escrow Account on the First Issue Date.

6.2 Conditions Precedent for Settlement – Subsequent Bond Issue

- 6.2.1 The settlement of any Subsequent Bond Issue is subject to the Trustee being satisfied it has received all of the documents and other evidence listed in Part 2 (*Conditions Precedent for Settlement – Subsequent Bond Issue*) of Schedule 1 (*Conditions Precedent and Conditions Subsequent*).
- 6.2.2 The Trustee shall confirm to the Issuing Agent when it is satisfied that the conditions in Clause 6.2.1 have been fulfilled (or amended or waived in accordance with Clause 19 (*Amendments and waivers*)). The relevant Issue Date shall not occur (i) unless the Trustee makes such confirmation to the Issuing Agent no later than 11.00 a.m. one (1) Business Day prior to the relevant Issue Date (or later, if the Issuing Agent so agrees) or (ii) if the Issuing Agent and the Issuer agree to postpone the relevant Issue Date.
- 6.2.3 Following receipt by the Issuing Agent of the confirmations in accordance with Clauses 6.2.2, the Issuing Agent shall settle the issuance of the Subsequent Bonds and pay the Net Proceeds of such Subsequent Bond Issue to the Issuer on the relevant Issue Date.

6.3 Conditions Precedent for Disbursement – Redemption Amount

- 6.3.1 In addition to the conditions precedent for settlement set out in Clause 6.1 (*Conditions Precedent for Settlement – Initial Bond Issue*), disbursement of the Redemption Amount from the Escrow Account is subject to the Trustee being satisfied it has received all of the

documents and other evidence listed in Part 3 (*Conditions Precedent for Disbursement – Redemption Amount*) of Schedule 1 (*Conditions Precedent and Conditions Subsequent*).

6.3.2 The Trustee shall promptly confirm to the Issuer when it is satisfied that the conditions in Clause 6.3.1 have been fulfilled (or amended or waived in accordance with Clause 19 (*Amendments and waivers*)).

6.3.3 Following the Trustee's confirmation in accordance with Clause 6.3.2, the Trustee shall instruct NT Services AS and the relevant account bank to disburse the Redemption Amount from the Escrow Account to the account of gamigo AG's which is affiliated with Euroclear Sweden with trade date on the Business Day falling prior to the early redemption date of the Existing Gamigo Bonds.

6.4 **Conditions Precedent for Release of Escrow Account**

6.4.1 Provided that the conditions precedent for disbursement of the Redemption Amount in accordance with Clause 6.3 and the conditions precedent set forth in Part 4 (*Conditions Precedent for Release of Escrow Account*) of Schedule 1 (*Conditions Precedent*) have been fulfilled to the satisfaction of the Trustee, the Trustee shall procure the release of the Net Proceeds from the Escrow Account by notice to NT Services AS and the relevant account bank and the funds standing to the credit of the Escrow Account shall be disbursed to the Issuer and thereafter be available to be applied in accordance with Clause 4 (*Use of Proceeds*).

6.4.2 The Trustee shall promptly confirm to the Issuer when it is satisfied that the conditions in Clause 6.4.1 have been fulfilled (or amended or waived in accordance with Clause 19 (*Amendments and waivers*)).

6.5 **No responsibility for documentation**

The Trustee 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 Trustee does not have to verify or assess the contents of any such documentation or evidence. Neither the conditions precedent nor the conditions subsequent are reviewed by the Trustee from a legal or commercial perspective of the Bondholders.

7. **THE BONDS AND TRANSFERABILITY**

7.1 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.

7.2 The Bonds are freely transferable. 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.

7.3 Upon a transfer of Bonds, any rights and obligations under the Finance Documents relating to such Bonds are automatically transferred to the transferee.

7.4 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.

~~7.5 The Bonds have not been and will not be registered under the U.S. Securities Act of 1933, as amended, 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.~~

7.5 ~~7.6~~ 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.

8. BONDS IN BOOK-ENTRY FORM

- 8.1 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 Financial Instruments Accounts Act. Registration requests relating to the Bonds shall be directed to an Account Operator. The Debt Register shall constitute conclusive evidence of the persons who are Bondholders and their holdings of Bonds at the relevant point of time.
- 8.2 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 Financial Instruments Accounts Act.
- 8.3 The Issuer (and the Trustee when permitted under the CSD's applicable regulations) shall be entitled to obtain information from the Debt Register. At the request of the Trustee, the Issuer shall promptly obtain such information and provide it to the Trustee.
- 8.4 For the purpose of carrying out any administrative procedure that arises out of the Finance Documents, the Issuing Agent shall be entitled to obtain information from the Debt Register. If the Trustee 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 Trustee obtain information from the Debt Register and provide it to the Trustee.
- 8.5 At the request of the Trustee, the Issuer shall promptly obtain information from the Debt Register and provide it to the Trustee.
- 8.6 The Issuer shall issue any necessary power of attorney to such persons employed by the Trustee, as notified by the Trustee, in order for such individuals to independently obtain information directly from the Debt Register. The Issuer may not revoke any such power of attorney unless directed by the Trustee or unless consent thereto is given by the Bondholders.

- 8.7 The Issuer (and the Trustee when permitted under the CSD's applicable regulations) may use the information referred to in Clause 8.3 only for the purposes of carrying out their duties and exercising their rights in accordance with the Finance Documents and the Trustee Agreement and shall not disclose such information to any Bondholder or third party unless necessary for such purposes.

9. RIGHT TO ACT ON BEHALF OF A BONDHOLDER

- 9.1 If any Person other than a Bondholder wishes to exercise any rights under the Finance Documents, it must obtain a power of attorney or other authorisation from the Bondholder or, if applicable, a coherent chain of powers of attorney or authorisations, a certificate from the authorised nominee or other sufficient authorisation for such Person.
- 9.2 A Bondholder may issue one or several powers of attorney or other authorisations 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 the Finance Documents in relation to the Bonds for which such representative is entitled to represent the Bondholder.
- 9.3 The Trustee shall only have to examine the face of a power of attorney or other authorisation that has been provided to it pursuant to Clauses 9.1 and 9.2 and may assume that such document 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 or the Trustee has actual knowledge to the contrary.
- 9.4 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.

10. PAYMENTS IN RESPECT OF THE BONDS

- 10.1 Any payment or repayment under these Terms and Conditions 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.
- 10.2 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.

- 10.3 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 11.4 during such postponement.
- 10.4 If payment or repayment is made in accordance with this Clause 10, 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.
- 10.5 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.

11. INTEREST

- 11.1 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 carry Interest at the Interest Rate applied to the Nominal Amount from (but excluding) the Interest Payment Date falling immediately prior to its Issue Date (or the First Issue Date if there is no such Interest Payment Date) up to (and including) the relevant Redemption Date.
- 11.2 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.
- 11.3 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).
- 11.4 If the Issuer fails to pay any amount payable by it under the Finance Documents 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. The default interest shall not be capitalised. No default interest shall accrue where the failure to pay was solely attributable to the Trustee or the CSD, in which case the Interest Rate shall apply instead.

12. REDEMPTION AND REPURCHASE OF THE BONDS

12.1 Redemption at maturity

The Issuer shall redeem all, but not some only, of the Bonds in full on the Final Redemption Date with an amount per Bond equal to the Nominal Amount together with accrued but unpaid Interest. If the Final Redemption Date is not a Business Day, the redemption shall to the extent permitted under the CSD's applicable regulations occur on the Business Day

following from an application of the Business Day Convention or, if not permitted under the CSD's applicable regulations, on the first following Business Day.

12.2 Purchase of Bonds by Group Companies

Each Group Company may, subject to applicable regulations, at any time and at any price purchase Bonds on the market or in any other way. 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.

12.3 Early voluntary total redemption (call option)

12.3.1 The Issuer may redeem early all, but not only some, of the Bonds in full on any Business Day up to (but excluding) the Final Redemption Date, at the applicable Call Option Amount together with accrued but unpaid Interest.

12.3.2 For the purpose of calculating the remaining interest payments pursuant to paragraph (a) of the definition of Call Option Amount, it shall be assumed that the Interest Rate for the period from the relevant Record Date to and including the First Call Date will be equal to the Interest Rate in effect on the date on which notice of redemption is sent to the Bondholders in accordance with Clause 12.3.3. The relevant Record Date shall be agreed upon between the Issuer, the CSD and the Trustee in connection with such redemption.

12.3.3 Redemption in accordance with Clause 12.3.1 shall be made by the Issuer giving not less than fifteen (15) Business Days' notice to the Bondholders and the Trustee. Any such notice shall state the Redemption Date and the relevant Record Date. Such notice is irrevocable but may, at the Issuer's discretion, contain one or more conditions precedent that shall be fulfilled prior to the Record Date. Upon expiry of such notice and the fulfilment of the conditions precedent (if any), the Issuer shall redeem the Bonds in full at the applicable amount on the specified Redemption Date.

12.4 Early voluntary total redemption due to illegality (call option)

12.4.1 The Issuer may redeem all, but not some only, of the outstanding Bonds at an amount per Bond equal to the Nominal Amount together with accrued but unpaid Interest on a Redemption Date determined by the Issuer if it is or becomes unlawful for the Issuer to perform its obligations under the Finance Documents.

12.4.2 The applicability of Clause 12.4.1 shall be supported by a legal opinion issued by a reputable law firm.

12.4.3 The Issuer may give notice of redemption pursuant to Clause 12.4.1 no later than twenty (20) Business Days after having received actual knowledge of any event specified therein (after which time period such right shall lapse). The notice from the Issuer is irrevocable, shall specify the Redemption Date and also the Record Date on which a Person shall be registered as a Bondholder to receive the amounts due on such Redemption Date. The Issuer shall redeem the Bonds in full at the applicable amount on the specified Redemption Date.

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

- 12.5.1 Upon the occurrence of a Change of Control, De-listing or Listing Failure, 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 one hundred and one (101.00) per cent. of the Nominal Amount together with accrued but unpaid Interest during a period of sixty (60) calendar days following a notice from the Issuer of the Change of Control, De-listing or Listing Failure (as applicable) pursuant to paragraph (b) of Clause 14.4 (*Information: miscellaneous*). The sixty (60) calendar days' period may not start earlier than upon the occurrence of the Change of Control, De-listing or Listing Failure.
- 12.5.2 The notice from the Issuer pursuant to paragraph (b) of Clause 14.4 (*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 (b) of Clause 14.4 (*Information: miscellaneous*). The repurchase date must fall no later than twenty (20) Business Days after the end of the period referred to in Clause 12.5.1.
- 12.5.3 The Issuer shall comply with the requirements of any applicable securities regulations in connection with the repurchase of Bonds. To the extent that the provisions of such regulations conflict with the provisions in this Clause 12.5, the Issuer shall comply with the applicable securities regulations and will not be deemed to have breached its obligations under this Clause 12.5 by virtue of the conflict.
- 12.5.4 The Issuer shall not be required to repurchase any Bonds pursuant to this Clause 12.4, if a third party in connection with the occurrence of a Change of Control, a De-listing or a Listing Failure, as applicable, offers to purchase all Bonds in the manner and on the terms set out in this Clause 12.5 (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 12.5, the Issuer shall repurchase any such Bonds within five (5) Business Days after the expiry of the time limit.
- 12.5.5 Any Bonds repurchased by the Issuer pursuant to this Clause 12.5 may at the Issuer's discretion be retained or sold, but not cancelled, except in connection with a redemption of the Bonds in full.

13. TRANSACTION SECURITY AND GUARANTEES

- 13.1.1 Subject to the Intercreditor Agreement, as continuing Security for the due and punctual fulfilment of the Secured Obligations, the Issuer grants, and shall procure that each other Group Company (as applicable) grants, the Transaction Security as first ranking Security to the Secured Parties as represented by the Trustee at the times set out in these Terms and

Conditions. The Transaction Security shall be provided and perfected pursuant to, and subject to the terms of, the Transaction Security Documents.

- 13.1.2 The Trustee shall hold the Transaction Security on behalf of the Secured Parties in accordance with the Transaction Security Documents and the Intercreditor Agreement.
- 13.1.3 Subject to the Intercreditor Agreement, the Issuer shall ensure that first ranking Security is granted in favour of the Secured Parties in accordance with and at the times stipulated in Clause 6.3 (*Conditions Precedent for Disbursement – Redemption Amount*) and Clause 16.13 (*Additional Security and Guarantees*) in respect of the Transaction Security.
- 13.1.4 Subject to the terms of the Intercreditor Agreement, unless and until the Trustee has received instructions from the Bondholders in accordance with Clause 18 (*Decisions by Bondholders*), the Trustee shall (without first having to obtain the Bondholders' consent) be entitled to enter into agreements with the Issuer or a third party or take any other actions, if it is, in the Trustee's opinion, necessary for the purpose of maintaining, altering, releasing or enforcing the Transaction Security, creating further Security for the benefit of the Secured Parties or for the purpose of settling Bondholders' or the Issuer's rights to the Transaction Security, in each case in accordance with the terms of the Finance Documents.
- 13.1.5 Subject to the terms of the Intercreditor Agreement, each Guarantor shall, at the time set out in these Terms and Conditions, irrevocably and unconditionally, in accordance with Swedish law, as principal obligor (Sw. *proprieborgen*), guarantee to the Trustee and the Bondholders the punctual performance of the Secured Obligations in accordance with and subject to the Guarantee and Adherence Agreement.
- 13.1.6 The Trustee shall hold the Guarantees on behalf of the Secured Parties in accordance with the Guarantee and Adherence Agreement and the Intercreditor Agreement.

13.2 Further assurance

- 13.2.1 Subject to the Intercreditor Agreement and the Transaction Security Documents, the Issuer shall, and shall ensure that each other Group Company will, promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Trustee may reasonably specify (and in such form as the Trustee may reasonably require in favour of the Trustee or its nominee(s)):
 - (a) to perfect the Transaction Security created or intended to be created or for the exercise of any rights, powers and remedies of the Secured Parties provided by or pursuant to the Finance Documents or by law; and/or
 - (b) to (after the Transaction Security has become enforceable) facilitate the realisation of the assets which are, or are intended to be, the subject of the Transaction Security.
- 13.2.2 Subject to the Intercreditor Agreement and the Transaction Security Documents, the Issuer shall (and shall ensure that each other member of the Group will) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Transaction Security conferred or intended to be conferred on the Secured Parties by or pursuant to the Finance Documents.

13.3 **Enforcement**

- 13.3.1 If the Bonds are declared due and payable according to Clause 17 (*Termination of the Bonds*), or following the Final Redemption Date, the Trustee is, without first having to obtain the Bondholders' consent, entitled to enforce the Transaction Security in such manner and under such conditions that the Trustee finds acceptable (if in accordance with the Transaction Security Documents).
- 13.3.2 If a Bondholders' Meeting has been convened, or a Written Procedure has been instigated, to decide on the termination of the Bonds and/or the enforcement of all or any of the Transaction Security, the Trustee is obligated to take actions in accordance with the Bondholders' decision regarding the Transaction Security. However, if the Bonds are not terminated due to that the cause for termination has ceased or due to any other circumstance mentioned in the Finance Documents, the Trustee shall not enforce the Transaction Security. If the Bondholders, without any prior initiative from the Trustee or the Issuer, have made a decision regarding termination of the Bonds and enforcement of the Transaction Security in accordance with the procedures set out in Clause 18 (*Decisions by Bondholders*), the Trustee shall promptly declare the Bonds terminated and enforce the Transaction Security. The Trustee is however not liable to take action if the Trustee considers cause for termination and/or acceleration not to be at hand, unless the instructing Bondholders in writing commit to holding the Trustee indemnified and, at the Trustee's own discretion, grant sufficient security for the obligation.
- 13.3.3 For the purpose of exercising the rights of the Bondholders and the Trustee under the Finance Documents and for the purpose of distributing any funds originating from the enforcement of any Transaction Security, the Issuer irrevocably authorises and empowers the Trustee to act in the name of the Issuer, and on behalf of the Issuer, to instruct the CSD to arrange for payment to the Bondholders in accordance with Clause 13.3.2 above. To the extent permissible by law, the powers set out in this Clause 13.3.3 are irrevocable and shall be valid for as long as any Bonds remain outstanding. The Issuer shall immediately upon request by the Trustee provide the Trustee with any such documents, including a written power of attorney, which the Trustee deems necessary for the purpose of carrying out its duties under Clause 17.12.2 below (including as required by the CSD in order for the CSD to accept such payment instructions). Especially, the Issuer shall, upon the Trustee's request, provide the Trustee with a written power of attorney empowering the Trustee to change the bank account registered with the CSD to a bank account in the name of the Trustee and to instruct the CSD to pay out funds originating from an enforcement in accordance with Clause 13.3.2 above to the Bondholders through the CSD.

13.4 **Release of Transaction Security and Guarantees**

- 13.4.1 Subject to the Intercreditor Agreement, the Trustee shall be entitled to release the Transaction Security and Guarantees in accordance with the terms of the Transaction Security Documents and the Guarantee and Adherence Agreement.
- 13.4.2 The Trustee shall be entitled to release the Net Proceeds from the Escrow Account in accordance with the Escrow Account Agreement in order to fund a Mandatory Redemption.

13.5 **Miscellaneous**

For the purpose of exercising the rights of the Secured Parties, the Trustee may instruct the CSD in the name and on behalf of the Issuer to arrange for payments to the Secured Parties under the Finance Documents and change the bank account registered with the CSD and from which payments under the Bonds are made to another bank account. The Issuer shall immediately upon request by the Trustee provide it with any such documents, including a written power of attorney (in form and substance satisfactory to the Trustee and the CSD), that the Trustee deems necessary for the purpose of exercising its rights and/or carrying out its duties under this Clause 13.

14. **INFORMATION UNDERTAKINGS**

14.1 **Financial Statements**

The Issuer shall prepare and make available to the Trustee and on its website:

- (a) as soon as they are available, but in any event within six (6) months after the expiry of each financial year the annual audited consolidated financial statements of the Group; and
- (b) as soon as they are available, but in any event within two (2) months after the expiry of each quarter of each of its financial years, the quarterly interim unaudited consolidated financial statements or year-end report (as applicable) of the Group for that financial quarter.

14.2 **Requirements as to Financial Statements**

14.2.1 The Issuer shall 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), the rules and regulations of Nasdaq First North Growth Market (as amended from time to time) and the Swedish Securities Market Act (*Sw. lag (2007:528) om värdepappersmarknaden*) (as amended from time to time).

14.2.2 Each of the Financial Statements shall include a profit and loss account, a balance sheet, a cash flow statement and a management commentary or report from the Issuer's board of directors.

14.3 **Compliance Certificate**

14.3.1 The Issuer shall issue a Compliance Certificate to the Trustee signed by the Issuer:

- (a) when Financial Statements are made available to the Trustee in accordance with Clause 14.1 (*Financial Statements*);
- (b) in connection with making of a Restricted Payment or any incurrence or issuance of Financial Indebtedness, in each case which requires that the Incurrence Test is met; and

- (c) at the Trustee's reasonable request, within fifteen (15) Business Days from such request.

14.3.2 In each Compliance Certificate, the Issuer shall:

- (a) certify 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 connection with the quarterly interim Financial Statements being made available, certify that the Maintenance Test is met as per the Reference Date to which the Compliance Certificate refers to, including calculations and figures in respect of the Maintenance Test;
- (c) if provided in connection with making of a Restricted Payment or any incurrence or issuance of Financial Indebtedness, which requires that the Incurrence Test is met, certify that the Incurrence Test is met as per the relevant Incurrence Test Date, including calculations and figures in respect of the Incurrence Test, calculated *pro forma* including the relevant Financial Indebtedness or Restricted Payment (as applicable); and
- (d) if provided in connection with annual audited Financial Statements being made available:
 - (i) confirm the Clean Down of the Credit Facilities (unless already confirmed in another Compliance Certificate for that financial year);
 - (ii) provide a list of all Material Group Companies; and
 - (iii) confirm that the requirements pursuant to Section 16.13 (*Additional Security and Guarantees*) are met.

14.4 **Information: miscellaneous**

The Issuer shall:

- (a) keep the latest version of the Terms and Conditions (including documents amending the Terms and Conditions) available on the website of the Group; and
- (b) promptly notify the Trustee (and, as regards a Change of Control, De-listing or Listing Failure, the Bondholders) when the Issuer is or becomes aware of the occurrence of a Change of Control, De-listing, Listing Failure or an Event of Default (with the expiry of a grace period, the giving of notice, the making of any determination or any combination of the foregoing), and shall provide the Trustee with such further information as the Trustee may request (acting reasonably) following receipt of such notice.
- (c) procure that all information to the Bondholders, including the Financial Statements, shall be in English.

15. FINANCIAL COVENANTS

15.1 Maintenance Test

- 15.1.1 The Maintenance Test shall be tested quarterly on each Reference Date from and including 31 December 2020, for as long as any Bond is outstanding, and be calculated in accordance with the applicable Accounting Principles on the basis of the consolidated interim Financial Statements for the period ending on the relevant Reference Date, with respect to the Reference Period ending on such Reference Date, and shall be reported in the Compliance Certificate delivered in connection with such Financial Statements.
- 15.1.2 The Maintenance Test is met if the ratio of Net Interest Bearing Debt to EBITDA does not exceed 4.50:1.00.

15.2 Incurrence Test

- 15.2.1 The Incurrence Test shall be made in connection with any Restricted Payment and any incurrence or issuance of Financial Indebtedness, in each case which requires that the Incurrence Test is met.
- 15.2.2 The Incurrence Test is met if:
- (a) if made in respect of any Restricted Payment, the ratio of Net Interest Bearing Debt to EBITDA is not greater than 2.50:1.00;
 - (b) if made in respect of the incurrence of any Financial Indebtedness, the ratio of Net Interest Bearing Debt to EBITDA is not greater than 3.50:1.00; and
 - (c) no Event of Default is continuing or would occur upon making the relevant Restricted Payment or the incurrence of Financial Indebtedness (as applicable).
- in each case calculated in accordance with Clause 15.3 (*Calculation principles*).

15.3 Calculation principles

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

- (a) the calculation of the ratio of Net Interest Bearing Debt to EBITDA shall be made as per a testing date determined by the Issuer, falling no more than two (2) months prior to the date of the relevant Restricted Payment or the incurrence of Financial Indebtedness (the “**Incurrence Test Date**”);
- (b) the Net Interest Bearing Debt shall be measured on the relevant Incurrence Test Date, but include the new Financial Indebtedness provided it is an interest bearing obligation (however, any cash balance resulting from the incurrence of the new Financial Indebtedness shall not reduce the Net Interest Bearing Debt);
- (c) any Financial Indebtedness which will be refinanced with the proceeds of any Financial Indebtedness incurred after the end of the Reference Period and up until and including the Incurrence Test Date shall be deducted from Net Interest Bearing Debt, *pro forma*; and

- (d) the figures for EBITDA for the Reference Period ending on the last day of the period covered by the most recent Financial Statements shall be used for the Incurrence Test, but adjusted so that:
 - (i) the transaction which requires that an Incurrence Test is made shall be included in the calculations, *pro forma*;
 - (ii) the consolidated earnings before interest, tax, depreciation and amortisation (calculated on the same basis as EBITDA) of a member of the Group acquired during the Reference Period, or any entity to be acquired with the proceeds from new Financial Indebtedness, shall be included, *pro forma*, for the entire Reference Period; and
 - (iii) the consolidated earnings before interest, tax, depreciation and amortisation (calculated on the same basis as EBITDA) of a member of the Group disposed of during the Reference Period shall be excluded, *pro forma*, for the entire Reference Period.

15.4 **Equity Cure**

15.4.1 If there is a breach of the Maintenance Test, no Event of Default will occur if, within thirty (30) Business Days of the earlier of:

- (a) the delivery of the relevant Compliance Certificate evidencing that breach; and
- (b) the date when such Compliance Certificate should have been delivered in accordance with the Terms and Conditions,

the Issuer has received an equity injection in cash in the form of a share issue, an unconditional shareholder contribution or Shareholder Loan in an amount sufficient to ensure compliance with the Maintenance Test as at the relevant Reference Date (the “**Cure Amount**”) (an “**Equity Cure**”).

15.4.2 For the purpose of the calculation of the ratio of Net Interest Bearing Debt to EBITDA, Net Interest Bearing Debt shall be deemed reduced on the relevant Reference Date with an amount equal to the Cure Amount. For the avoidance of doubt, there shall be no EBITDA cure.

15.4.3 Any Equity Cure must be made in cash and no more than two (2) Equity Cures may be made over the lifetime of the Bonds. Equity Cures may not be made in respect of any consecutive Reference Dates. Any Equity Cure made in respect of any Reference Date shall be included until such time as that Reference Date falls outside the Reference Period.

16. SPECIAL UNDERTAKINGS

So long as any Bond remains outstanding, the Issuer undertakes to comply with the undertakings set forth in this Clause 16.

16.1 Distributions

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

- (a) make or pay any dividend on its shares (other than to the Issuer or a wholly-owned Subsidiary of the Issuer);
- (b) repurchase any of its own shares;
- (c) redeem its share capital or other restricted equity with repayment to shareholders;
- (d) repay any Shareholder Loans or capitalised or accrued interest thereunder;
- (e) make any payments under the Incentive Programme to the beneficiaries thereof; or
- (f) make any other similar distribution or transfers of value to the direct or indirect shareholder of the Issuer, or any Affiliates of the Issuer,

(the transactions set out in paragraphs (a) to (f) above are together and individually referred to as a “**Restricted Payment**”). Notwithstanding the above and provided that any such Restricted Payment is permitted by law:

- (a) a Restricted Payment may be made if made to the Issuer or a wholly-owned Subsidiary of the Issuer or, if made by a Subsidiary which is not directly or indirectly wholly-owned by the Issuer, is made on a *pro rata* basis;
- (b) the Issuer may pay cash interest on, or repay, Shareholder Loans, in an amount of up to EUR 500,000 in any financial year, provided that payments under this paragraph (b) may not be made in relation to Shareholder Loans:
 - (i) which existed on the First Issue Date owed to a shareholder of the Group; or
 - (ii) carrying a cash interest in excess of fifteen (15.00) per cent. *per annum* of the Shareholder Loan’s outstanding principal amount;
- (c) the Issuer may make Restricted Payments provided that:
 - (i) the Incurrence Test is met (calculated *pro forma* including the relevant Restricted Payment); and
 - (ii) the aggregate amount paid (aggregated with all other Restricted Payments made by the Issuer the same financial year, including any Restricted Payment made pursuant to paragraph (b) above but excluding any Restricted Payment made pursuant to paragraph (d) below) does not exceed fifty (50.00) per cent. of the Group’s consolidated net profit according to the annual audited consolidated financial statements of the Issuer for the previous financial year (and without accumulation of profits from previous financial years); and
- (d) the Issuer may make any payments made in accordance with the Incentive Programme in an aggregate amount not exceeding EUR 9,500,000, *provided that*:

- (i) the payment is made in kind with newly issued shares in the Issuer; or
- (ii) the Incurrence Test is met (calculated *pro forma* including the relevant Restricted Payment).

16.2 Admission to trading of Bonds

Without prejudice to Clause 12.5 (*Mandatory repurchase due to a Change of Control, Delisting or Listing Failure (put option)*), the Issuer shall use its best efforts to procure that:

- (a) the Initial Bonds are admitted to trading on the Frankfurt Stock Exchange Open Market on or about the First Issue Date and, in any event, within thirty (30) days of the First Issue Date; and
- (b) the Initial Bonds are admitted to trading on the corporate bond list of Nasdaq Stockholm within sixty (60) days after the First Issue Date and with an intention to complete such listing within thirty (30) days after the First Issue Date and, in any event, procure that the Initial Bonds are admitted to trading on the corporate bond list of Nasdaq Stockholm within twelve (12) months of the First Issue Date and that any Subsequent Bonds are admitted to trading on the corporate bond list of Nasdaq Stockholm within the later of (i) the date falling twelve (12) months after the First Issue Date and (ii) the date falling sixty (60) calendar days after the issuance of the relevant Subsequent Bonds, in each case, if such admission to trading is not possible to obtain or maintain or the Issuer determines in its reasonable discretion that a different Regulated Market should be preferred, admitted to trading on another Regulated Market.

16.3 Nature of business

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

16.4 Financial Indebtedness

The Issuer shall not, and shall procure that none of its Subsidiaries will, incur, prolong, renew or extend any Financial Indebtedness, save for Permitted Debt.

16.5 Disposals of assets

- 16.5.1 The Issuer shall not, and shall procure that none of its Subsidiaries will, sell or otherwise dispose of any shares in any Group Company or of any substantial assets (including but not limited to material intellectual property rights) or operations to any person not being the Issuer or any of its wholly-owned Group Companies (it being understood and agreed that gamigo AG shall be deemed to be wholly-owned by the Issuer, notwithstanding the minority interest held by another person on the date hereof) or a Guarantor, except:

- (a) disposals of obsolete or redundant assets;
- (b) if the transaction is carried out at fair market value and on terms and conditions customary for such transaction; or
- (c) disposals of receivables on a non-recourse basis,

provided in each case that it does not have a Material Adverse Effect.

16.5.2 Notwithstanding the aforementioned, the Issuer shall not, and shall procure that none of its Subsidiaries will, dispose of shares or assets pledged under the Transaction Security Documents, except as permitted under the Intercreditor Agreement.

16.6 **Clean Down Period**

16.6.1 The Issuer shall procure that during each calendar year there shall be a period of three (3) consecutive days during which the aggregate of:

- (a) the amount outstanding under any Credit Facilities (as applicable) (excluding any non-cash elements of ancillary facilities);

less

- (b) Cash and Cash Equivalents,

amounts to zero (0) or less (a “**Clean Down Period**”).

16.6.2 Not less than six (6) months shall elapse between two Clean Down Periods. The clean down shall be confirmed in the next Compliance Certificate delivered pursuant to paragraph (a) of Clause 14.3.1 above.

16.7 **Loans out**

The Issuer shall not, and shall procure that none of its Subsidiaries will, extend any loans in any form to any other party other than:

- (a) loans made to other Group Companies;
- (b) loans made in the ordinary course of business; or
- (c) any other loans made by any Group Company to any third parties not exceeding EUR 200,000 in aggregate.

16.8 **Intellectual Property**

The Issuer shall (and the Issuer shall procure that each other Group Company will):

- (a) preserve and maintain the subsistence and validity of the Intellectual Property necessary for the business of the relevant Group member;
- (b) use reasonable endeavours to prevent any infringement in any material respect of the Intellectual Property;
- (c) make registrations and pay all registration fees and taxes necessary to maintain the Intellectual Property in full force and effect and record its interest in that Intellectual Property;

- (d) not use or permit the Intellectual Property to be used in a way or take any step or omit to take any step in respect of that Intellectual Property which may materially and adversely affect the existence or value of the Intellectual Property or imperil the right of any Group Company to use such property; and
- (e) not discontinue the use of the Intellectual Property,

where failure to do so or such use, permission to use, omission or discontinuation (as applicable), is reasonably likely to have a Material Adverse Effect.

16.9 Negative pledge

The Issuer shall not, and shall procure that none of its Subsidiaries will, provide, prolong or renew any security over any of its/their assets (present or future) to secure Financial Indebtedness, provided however that the Issuer and the Group have a right to provide, retain, prolong or renew, any Permitted Security. Notwithstanding the aforementioned, the Issuer shall not, and shall procure that none of its Subsidiaries will, provide, prolong or renew any security over any of its intellectual property rights (including its domain names).

16.10 Dealings with related parties

The Issuer shall, and shall procure that its Subsidiaries will, conduct all dealings (other than any Restricted Payments permitted under Clause 16.1 (*Distributions*) above) with their direct and indirect shareholders (excluding the Issuer and any of its Subsidiaries) and/or any Affiliates of such direct and indirect shareholders on arm's length terms.

16.11 Compliance with laws and regulations

The Issuer shall, and shall procure that each other Group Company will, comply with all laws and regulations applicable from time to time, including but not limited to the rules and regulations of Nasdaq First North Growth Market and the rules and regulations of Nasdaq Stockholm or any other MTF or Regulated Market (as applicable) on which the Issuer's securities from time to time are listed, in each case where the failure to do so would have a Material Adverse Effect.

16.12 Authorisations

The Issuer shall, and shall procure that each other Group Company will, obtain, maintain, and comply with, the terms and conditions of any authorisation, approval, licence or other permit required for the business carried out by a Group Company, in each case where the failure to do so would have a Material Adverse Effect.

16.13 Additional Security and Guarantees

The Issuer shall procure that:

- (a) within sixty (60) days following the delivery of each of the Group's annual audited consolidated Financial Statements:
 - (i) unless the Guarantor Cover Threshold is attained, procure that further Group Companies become Guarantors so that the Guarantor Cover Threshold is

- attained, in each case as evidenced by such Financial Statements and Compliance Certificate;
- (ii) the shares in each Guarantor have been pledged under a Transaction Security Document in favour of the Trustee and the Bondholders (represented by the Trustee) and evidence that the documents, notices and other evidences to be delivered pursuant to such Transaction Security Documents have been delivered and satisfied in accordance with the terms of the Transaction Security Document;
 - (iii) each Guarantor has entered into a Transaction Security Document in favour of the Trustee and the Bondholders (represented by the Trustee) in respect of all present and future Material Intercompany Loans granted by the Guarantor; and
 - (iv) in relation to any Guarantor not incorporated in Sweden or any Transaction Security Document governed by non-Swedish law, a legal opinion on due execution and enforceability issued to the Trustee by a reputable law firm and in form and substance satisfactory to the Trustee acting reasonably; and
- (b) within sixty (60) days of the occurrence of the Security Trigger, security is granted to the Trustee and the Bondholders (represented by the Trustee) over any present or future Material Intercompany Loans made by the Issuer as creditor. The Issuer shall promptly inform the Trustee upon the occurrence of the Security Trigger.

17. TERMINATION OF THE BONDS

Each of the events or circumstances set out in this Clause 17 is an Event of Default (save for Clause 17.11 (*Termination*) and Clause 17.12 (*Distribution of proceeds*)).

17.1 Non-payment

An Obligor fails to pay an amount on the date it is due in accordance with the Finance Documents unless its failure to pay is due to technical or administrative error and payment is made within five (5) Business Days of its due date.

17.2 Maintenance Test

Subject to the Equity Cure, the Issuer fails to comply with the Maintenance Test on any Reference Date.

17.3 Other obligations

An Obligor does not comply with its obligations under the Finance Documents in any other way than as set out under Clause 17.1 (*Non-payment*) and 17.2 (Maintenance Test) above, unless the non-compliance is:

- (a) capable of being remedied; and
- (b) is remedied within fifteen (15) Business Days of the earlier of:
 - (i) the Trustee giving notice to the Issuer of the non-compliance; and

- (ii) the Issuer becoming aware of the non-compliance.

17.4 Cross-payment default / cross-acceleration

- (a) Any Financial Indebtedness of a Material Group Company is not paid when due as extended by any originally applicable grace period, or is declared to be due and payable prior to its specified maturity as a result of an event of default (however described);
- (b) any commitment for any Financial Indebtedness incurred by Material Group Company is cancelled or suspended by a creditor of any Material Group Company as a result of an event of default (however described); or
- (c) any security interest securing Financial Indebtedness over any asset of any Material Group Company is enforced,

provided however that the amount of Financial Indebtedness referred to under paragraph (a), (b) and/or (c) above, individually or in the aggregate exceeds an amount corresponding to EUR 1,000,000 (or its equivalent in any other currency or currencies) and provided that it does not apply to any Financial Indebtedness owed to a Group Company.

17.5 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 generally (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.

17.6 Insolvency proceedings

- (a) Any corporate action, legal proceedings or other procedures are taken in relation to:
 - (i) the suspension of payments, winding-up, dissolution, administration or reorganisation (by way of voluntary agreement, scheme of arrangement or otherwise) of any Material Group Company;
 - (ii) 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
 - (iii) any analogous procedure or step is taken in any jurisdiction in respect of any Material Group Company.
- (b) Paragraph (a) above shall not apply to:
 - (i) proceedings or petitions which are being disputed in good faith and are discharged, stayed or dismissed within sixty (60) days of commencement or, if earlier, the date on which it is advertised; or

- (ii) in relation to the members of the Group other than the Issuer, solvent liquidations.

17.7 Mergers and demergers

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

17.8 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 of an amount equal to or exceeding EUR 1,000,000 and is not discharged within sixty (60) days.

17.9 Impossibility or illegality

It is or becomes impossible or unlawful for the Issuer or any Material Group Company to fulfil or perform any of the provisions of the Finance Documents or if the obligations under the Finance Documents are not, or cease to be, legal, valid, binding and enforceable and such illegality, invalidity or ineffectiveness has a Material Adverse Effect.

17.10 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.

17.11 Termination

- 17.11.1 If an Event of Default has occurred and is continuing, the Trustee is entitled to, and shall following a demand in writing from a Bondholder (or Bondholders) representing at least fifty (50.00) per cent. of the Adjusted Nominal Amount (such demand shall, if made by several Bondholders, be made by them jointly) or following an instruction or decision pursuant to Clause 17.11.3 or 17.11.5, on behalf of the Bondholders, by notice to the Issuer terminate the Bonds and to declare all, but not some only, of the Bonds due for payment immediately or at such later date as the Trustee determines (such later date not falling later than twenty (20) Business Days from the date on which the Trustee made such declaration) and exercise any or all of its rights, remedies, powers and discretions under the Finance Documents.
- 17.11.2 The Trustee may not terminate the Bonds in accordance with Clause 17.11.1 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 17.11.1.

- 17.11.3 The Trustee shall notify the Bondholders of an Event of Default within five (5) Business Days of the date on which the Trustee received notice of or gained actual knowledge of that an Event of Default has occurred and is continuing. Notwithstanding the aforesaid, the Trustee may postpone a notification of an Event of Default (other than in relation to Clause 17.1 (*Non-payment*)) up until the time stipulated in Clause 17.11.4 for as long as, in the reasonable opinion of the Trustee such postponement is in the interests of the Bondholders as a group. The Trustee shall always be entitled to take the time necessary to determine whether an event constitutes an Event of Default.
- 17.11.4 The Trustee shall, within twenty (20) Business Days of the date on which the Trustee received notice of or otherwise gained actual knowledge of that an Event of Default has occurred and is continuing, decide if the Bonds shall be so accelerated. If the Trustee has decided not to terminate the Bonds, the Trustee 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 18 (*Decisions by Bondholders*). If the Bondholders vote in favour of termination and instruct the Trustee to terminate the Bonds, the Trustee shall promptly declare the Bonds terminated. However, if the cause for termination according to the Trustee's appraisal has ceased before the termination, the Trustee shall not terminate the Bonds. The Trustee shall in such case, at the earliest possible date, notify the Bondholders that the cause for termination has ceased. The Trustee shall always be entitled to take the time necessary to consider whether an occurred event constitutes an Event of Default.
- 17.11.5 If the Bondholders, without any prior initiative to decision from the Trustee or the Issuer, have made a decision regarding termination in accordance with Clause 18 (*Decisions by Bondholders*), the Trustee shall promptly declare the Bonds terminated. The Trustee is however not liable to take action if the Trustee considers cause for termination not to be at hand, unless the instructing Bondholders agree in writing to indemnify and hold the Trustee harmless from any loss or liability and, if requested by the Trustee in its discretion, grant sufficient security for such indemnity.
- 17.11.6 If the Bonds are declared due and payable in accordance with the provisions in this Clause 17, the Trustee shall take every reasonable measure necessary to recover the amounts outstanding under the Bonds.
- 17.11.7 If the right to terminate the Bonds is based upon a decision of a court of law, an arbitral tribunal or a government authority, it is not necessary that the decision has become enforceable under any applicable regulation or that the period of appeal has expired in order for cause of termination to be deemed to exist.
- 17.11.8 For the avoidance of doubt, the Bonds cannot be terminated and become due for payment prematurely according to this Clause 17 without relevant decision by the Trustee or following instructions from the Bondholders' pursuant to Clause 18 (*Decisions by Bondholders*).
- 17.11.9 If the Bonds are declared due and payable in accordance with this Clause 17, the Issuer shall redeem all Bonds with an amount per Bond together with a premium on the due and payable amount as set forth in the Call Option Amount for the relevant period but and shall up until

the First Call Date be the price set out in paragraph (b) of the definition of Call Option Amount (plus accrued but unpaid Interest).

17.12 Distribution of proceeds

17.12.1 If the Bonds have been declared due and payable in accordance with this Clause 17, all payments by the Issuer relating to the Bonds and any proceeds received from an enforcement of the Transaction Security or the Guarantees shall be distributed in accordance with the Intercreditor Agreement and shall, prior to the entering into of an Intercreditor Agreement, be made and/or distributed in the following order of priority, in accordance with the instructions of the Trustee:

- (a) *firstly*, in or towards payment *pro rata* of:
 - (i) all unpaid fees, costs, expenses and indemnities payable by the Issuer to the Trustee under the Finance Documents (in its capacity as bond trustee or security agent);
 - (ii) other costs, expenses and indemnities relating to the acceleration of the Bonds or the protection of the Bondholders' rights under the Finance Documents incurred by the Trustee;
 - (iii) any non-reimbursed costs incurred by the Trustee for external experts under the Finance Documents (in its capacity as bond trustee or security agent); and
 - (iv) any non-reimbursed costs and expenses incurred by the Trustee in relation to a bondholders' meeting or a written procedure under the Finance Documents;
- (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 Finance Documents.

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.

17.12.2 Funds that the Trustee 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 bank account on behalf of the Bondholders and the other interested parties. The Trustee shall arrange for payments of such funds in accordance with this Clause 17.12 as soon as reasonably practicable.

17.12.3 If the Issuer or the Trustee shall make any payment under this Clause 17.12, the Issuer or the Trustee, as applicable, shall notify the Bondholders of any such payment at least ten (10)

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 10.1 shall apply.

18. DECISIONS BY BONDHOLDERS

18.1 Request for a decision

- 18.1.1 A request by the Trustee for a decision by the Bondholders on a matter relating to these Terms and Conditions shall (at the option of the Trustee) be dealt with at a Bondholders' Meeting or by way of a Written Procedure.
- 18.1.2 Any request from the Issuer or a Bondholder (or Bondholders) representing at least ten (10.00) per cent. of the Adjusted Nominal Amount (such request 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 Trustee and dealt with at a Bondholders' Meeting or by way of a Written Procedure, as determined by the Trustee. The Person requesting the decision may suggest the form for decision making, but if it is in the Trustee'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.
- 18.1.3 The Trustee may refrain from convening a Bondholders' Meeting or instigating a Written Procedure if the suggested decision must be approved by any Person in addition to the Bondholders and such Person has informed the Trustee that an approval will not be given or the suggested decision is not in accordance with applicable regulations.
- 18.1.4 The Trustee shall not be responsible for the content of a notice for a Bondholders' Meeting or a communication regarding a Written Procedure unless and to the extent it contains information provided by the Trustee.
- 18.1.5 Should the Trustee not convene a Bondholders' Meeting or instigate a Written Procedure in accordance with these Terms and Conditions, without Clause 18.1.3 being applicable, the Person requesting a decision by the Bondholders may convene such Bondholders' Meeting or instigate such Written Procedure, as the case may be, itself. If the requesting Person is a Bondholder, the Issuer shall upon request from such Bondholder provide the Bondholder with necessary information from the Debt Register in order to convene and hold the Bondholders' Meeting or instigate and carry out the Written Procedure, as the case may be. If no Person has been appointed by the Trustee to open the Bondholders' Meeting, the meeting shall be opened by a Person appointed by the requesting Person.
- 18.1.6 Should the Issuer want to replace the Trustee, it may convene a Bondholders' Meeting in accordance with Clause 18.2.1 or instigate a Written Procedure by sending communication in accordance with Clause 18.3.1. After a request from the Bondholders pursuant to Clause 20.4.3, the Issuer shall no later than five (5) Business Days after receipt of such request (or such later date as may be necessary for technical or administrative reasons) convene a Bondholders' Meeting in accordance with Clause 18.2.1. The Issuer shall inform the Trustee before a notice for a Bondholders' Meeting or communication relating to a

Written Procedure where the Trustee is proposed to be replaced is sent and supply to the Trustee a copy of the dispatched notice or communication.

18.2 Bondholders' Meeting

18.2.1 The Trustee 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 Trustee shall send a copy of the notice to the Issuer.

18.2.2 The notice pursuant to Clause 18.2.1 shall include:

- (a) the time for the meeting;
- (b) the place for the meeting;
- (c) an agenda for the meeting (including each request for a decision by the Bondholders);
- (d) a form of power of attorney; and
- (e) should prior notification by the Bondholders be required in order to attend the Bondholders' Meeting, such requirement shall be included in the notice.

Only matters that have been included in the notice may be resolved upon at the Bondholders' Meeting.

18.2.3 The Bondholders' Meeting shall be held no earlier than ten (10) Business Days and no later than twenty (20) Business Days from the notice.

18.2.4 At a Bondholders' Meeting, the Issuer, the Bondholders (or the Bondholders' representatives/proxies) and the Trustee 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.

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

18.3 Written Procedure

18.3.1 The Trustee 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 Trustee shall send a copy of the communication to the Issuer.

18.3.2 A communication pursuant to Clause 18.3.1 shall include:

- (a) each request for a decision by the Bondholders;
- (b) a description of the reasons for each request;
- (c) 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;
- (d) 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;
- (e) 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 18.3.1); and
- (f) if the voting shall be made electronically, instructions for such voting.

18.3.3 When the requisite majority consents of the aggregate Adjusted Nominal Amount pursuant to Clause 18.4.2 and 18.4.3 have been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clause 18.4.2 or 18.4.3, as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

18.4 **Majority, quorum and other provisions**

18.4.1 Only a Person who is, or who has been provided with a power of attorney or other proof of authorisation pursuant to Clause 9 (*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 18.3.2, 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.

18.4.2 The following matters shall require consent of Bondholders representing at least sixty-six and two thirds ($66\frac{2}{3}$) 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 18.3.2:

- (a) except as expressly regulated elsewhere in the relevant Finance Document, release any Transaction Security or Guarantee, in whole or in part;
- (b) a mandatory exchange of the Bonds for other securities;

- (c) reduce the principal amount, Interest Rate or Interest which shall be paid by the Issuer;
 - (d) amend any payment day for principal or Interest or waive any breach of a payment undertaking; or
 - (e) amend the provisions in this Clause 18.4.2 or in Clause 18.4.3.
- 18.4.3 Any matter not covered by Clause 18.4.2 shall require the consent of Bondholders representing more than fifty (50.00) 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 18.3.2. 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 (d) of Clause 19.1) or a termination of the Bonds.
- 18.4.4 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 Trustee in a Written Procedure, will prevail. The chairman at a Bondholders' Meeting shall be appointed by the Bondholders in accordance with Clause 18.4.3.
- 18.4.5 Quorum at a Bondholders' Meeting or in respect of a Written Procedure only exists if a Bondholder (or Bondholders) representing at least twenty (20.00) per cent. of the Adjusted Nominal Amount in case of any other matter:
- (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.
- 18.4.6 If a quorum does not exist at a Bondholders' Meeting or in respect of a Written Procedure, the Trustee or the Issuer shall convene a second Bondholders' Meeting (in accordance with Clause 18.2.1) or initiate a second Written Procedure (in accordance with Clause 18.3.1), 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 18.4.5 shall not apply to such second Bondholders' Meeting or Written Procedure.
- 18.4.7 Any decision which extends or increases the obligations of the Issuer or the Trustee, or limits, reduces or extinguishes the rights or benefits of the Issuer or the Trustee, under these Terms and Conditions shall be subject to the Issuer's or the Trustee's consent, as appropriate.
- 18.4.8 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.
- 18.4.9 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.

- 18.4.10 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.
- 18.4.11 All costs and expenses incurred by the Issuer or the Trustee for the purpose of convening a Bondholders' Meeting or for the purpose of carrying out a Written Procedure, including reasonable fees to the Trustee, shall be paid by the Issuer.
- 18.4.12 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 Trustee provide the Trustee 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 Trustee 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.
- 18.4.13 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 Trustee, 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 Trustee, as applicable.

19. AMENDMENTS AND WAIVERS

- 19.1 The Issuer and the Trustee (acting on behalf of the Bondholders) may agree in writing to amend the Finance Documents or waive any provision in the Finance Documents, provided that the Trustee is satisfied that such amendment or waiver:
 - (a) is not detrimental to the interest of the Bondholders;
 - (b) is made solely for the purpose of rectifying obvious errors and mistakes;
 - (c) is required by applicable regulation, a court ruling or a decision by a relevant authority;
 - (d) 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 is not detrimental to the interest of the Bondholders; or
 - (e) has been duly approved by the Bondholders in accordance with Clause 18 (*Decisions by Bondholders*) and it has received any conditions precedent specified for the effectiveness of the approval by the Bondholders.

- 19.2 The Trustee shall promptly notify the Bondholders of any amendments or waivers made in accordance with Clause 19.1, setting out the date from which the amendment or waiver will be effective, and ensure that any amendments to these Terms and Conditions are available on the websites of the Issuer and the Trustee. 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.
- 19.3 An amendment or waiver to the Finance Documents shall take effect on the date determined by the Bondholders' Meeting, in the Written Procedure or by the Trustee, as the case may be.

20. THE TRUSTEE

20.1 Appointment of Trustee

- 20.1.1 By subscribing for Bonds, each initial Bondholder appoints the Trustee to act as its agent in all matters relating to the Bonds and the Finance Documents, and authorises the Trustee 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 Trustee to act on its behalf.
- 20.1.2 Each Bondholder shall immediately upon request provide the Trustee with any such documents, including a written power of attorney (in form and substance satisfactory to the Trustee), as the Trustee deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents. The Trustee is under no obligation to represent a Bondholder which does not comply with such request.
- 20.1.3 The Issuer shall promptly upon request provide the Trustee with any documents and other assistance (in form and substance satisfactory to the Trustee), that the Trustee deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents and the Trustee Agreement.
- 20.1.4 The Trustee is entitled to fees for all its work in such capacity and to be indemnified for costs, losses and liabilities on the terms set out in the Finance Documents and the Trustee Agreement and the Trustee's obligations as Trustee under the Finance Documents are conditioned upon the due payment of such fees and indemnifications.
- 20.1.5 The Trustee may act as agent or trustee for several issues of securities or other loans issued by or relating to the Issuer and other Group Companies notwithstanding potential conflicts of interest.

20.2 Duties of the Trustee

- 20.2.1 The trustee shall represent the Bondholders in accordance with the Finance Documents.
- 20.2.2 When acting pursuant to the Finance Documents, the Trustee is always acting with binding effect on behalf of the Bondholders. The Trustee is never acting as an advisor to the

Bondholders or the Issuer. Any advice or opinion from the Trustee does not bind the Bondholders or the Issuer.

- 20.2.3 When acting pursuant to the Finance Documents, the Trustee shall carry out its duties with reasonable care and skill in a proficient and professional manner.
- 20.2.4 The Trustee shall treat all Bondholders equally and, when acting pursuant to the Finance Documents, act with regard only to the interests of the Bondholders as a group and shall not be required to have regard to the interests or to act upon or comply with any direction or request of any other person, other than as explicitly stated in the Finance Documents.
- 20.2.5 The Trustee is always entitled to delegate its duties to other professional parties and to engage external experts when carrying out its duties as agent, without having to first obtain any consent from the Bondholders or the Issuer. The Trustee shall however remain liable for any actions of such parties if such parties are performing duties of the Trustee under the Finance Documents.
- 20.2.6 The Issuer shall on demand by the Trustee pay all costs for external experts engaged by it:
- (a) after the occurrence of an Event of Default;
 - (b) for the purpose of investigating or considering:
 - (i) an event or circumstance which the Trustee reasonably believes is or may lead to an Event of Default; or
 - (ii) a matter relating to the Issuer or the Finance Documents which the Trustee reasonably believes may be detrimental to the interests of the Bondholders under the Finance Documents;
 - (c) in connection with any Bondholders' Meeting or Written Procedure;
 - (d) in connection with any amendment (whether contemplated by the Finance Documents or not) or waiver under the Finance Documents.

Any compensation for damages or other recoveries received by the Trustee from external experts engaged by it for the purpose of carrying out its duties under the Finance Documents shall be distributed in accordance with Clause 17.12 (*Distribution of proceeds*).

- 20.2.7 The Trustee shall, as applicable, enter into agreements with the CSD, and comply with such agreement and the CSD Regulations applicable to the Trustee, as may be necessary in order for the Trustee to carry out its duties under the Finance Documents.
- 20.2.8 Other than as specifically set out in the Finance Documents, the Trustee shall not be obliged to monitor:
- (a) whether an Event of Default has occurred;
 - (b) the financial condition of the Issuer and the Group;
 - (c) the performance, default or any breach by the Issuer or any other party of its obligations under the Finance Documents; or
 - (d) whether any other event specified in any Finance Document has occurred or is expected to occur.

Should the Trustee not receive such information, the Trustee is entitled to assume that no such event or circumstance exists or can be expected to occur, provided that the Trustee does not have actual knowledge of such event or circumstance.

20.2.9 The Trustee shall:

- (a) review each Compliance Certificate delivered to it to determine that it meets the requirements set out herein and as otherwise agreed between the Issuer and the Trustee; and
- (b) verify that the Issuer according to its reporting in the Compliance Certificate meets the relevant financial covenant(s) or tests.

The Issuer shall promptly upon request provide the Trustee with such information as the Trustee reasonably considers necessary for the purpose of being able to comply with this Clause 20.2.9.

20.2.10 Notwithstanding any other provision of the Finance Documents to the contrary, the Trustee is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any regulation.

20.2.11 If in the Trustee's reasonable opinion the cost, loss or liability which it may incur (including reasonable fees to the Trustee) in complying with instructions of the Bondholders, or taking any action at its own initiative, will not be covered by the Issuer, the Trustee may refrain from acting in accordance with such instructions, or taking such action, until it has received such funding or indemnities (or adequate security has been provided therefore) as it may reasonably require.

20.2.12 The Trustee shall give a notice to the Bondholders before it ceases to perform its obligations under the Finance Documents by reason of the non-payment by the Issuer of any fee or indemnity due to the Trustee under the Finance Documents or the Trustee Agreement or if it refrains from acting for any reason described in Clause 20.2.11.

20.3 **Limited liability for the Trustee**

20.3.1 The Trustee 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 any Finance Document, unless directly caused by its negligence or wilful misconduct. The Trustee shall never be responsible for indirect or consequential loss.

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

20.3.3 The Trustee shall not be liable for any delay (or any related consequences) in crediting an account with an amount required pursuant to the Finance Documents to be paid by the Trustee to the Bondholders, provided that the Trustee 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 Trustee for that purpose.

20.3.4 The Trustee shall have no liability to the Issuer or the Bondholders for damage caused by the Trustee acting in accordance with instructions of the Bondholders given in accordance with the Finance Documents.

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

20.4 **Replacement of the Trustee**

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

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

20.4.3 A Bondholder (or Bondholders) representing at least ten (10.00) per cent. of the Adjusted Nominal Amount may, by notice to the Issuer (such notice shall, if given by several Bondholders, be given by them jointly), require that a Bondholders' Meeting is held for the purpose of dismissing the Trustee and appointing a new Trustee. 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 Trustee be dismissed and a new Trustee appointed.

20.4.4 If the Bondholders have not appointed a successor Trustee within ninety (90) days after:

(a) the earlier of the notice of resignation was given or the resignation otherwise took place; or

(b) the Trustee was dismissed through a decision by the Bondholders,

the Issuer shall within thirty (30) days thereafter appoint a successor Trustee which shall be an independent financial institution or other reputable company with the necessary resources to act as agent in respect of Market Loans.

20.4.5 The retiring Trustee shall, at its own cost, make available to the successor Trustee such documents and records and provide such assistance as the successor Trustee may reasonably request for the purposes of performing its functions as Trustee under the Finance Documents.

20.4.6 The Trustee's resignation or dismissal shall only take effect upon the earlier of:

(a) the appointment of a successor Trustee and acceptance by such successor Trustee of such appointment and the execution of all necessary documentation to effectively substitute the retiring Trustee; and

(b) the period pursuant to paragraph (b) of Clause 20.4.4 having lapsed.

20.4.7 Upon the appointment of a successor, the retiring Trustee shall be discharged from any further obligation in respect of the Finance Documents but shall remain entitled to the

benefit of the Finance Documents and remain liable under the Finance Documents in respect of any action which it took or failed to take whilst acting as Trustee. Its successor, the Issuer and each of the Bondholders shall have the same rights and obligations amongst themselves under the Finance Documents as they would have had if such successor had been the original Trustee.

- 20.4.8 In the event that there is a change of the Trustee in accordance with this Clause 20.4, the Issuer shall execute such documents and take such actions as the new Trustee may reasonably require for the purpose of vesting in such new Trustee the rights, powers and obligation of the Trustee and releasing the retiring Trustee from its further obligations under the Finance Documents and the Trustee Agreement. Unless the Issuer and the new Trustee agree otherwise, the new Trustee shall be entitled to the same fees and the same indemnities as the retiring Trustee.

21. THE ISSUING AGENT

- 21.1 The Issuer shall when necessary appoint an 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.
- 21.2 The Issuing Agent shall be a commercial bank or securities institution approved by the CSD. The Issuer shall ensure that the Issuing Agent enters into agreements with the CSD, and comply with such agreement and the CSD Regulations applicable to the Issuing Agent, as may be necessary in order for the Issuing Agent to carry out its duties relating to the Bonds.
- 21.3 The Issuing 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 any Finance Document, unless directly caused by its gross negligence or wilful misconduct. The Issuing Agent shall never be responsible for indirect or consequential loss.
- 21.4 The Issuing Agent may retire from its assignment or be dismissed by the Issuer, provided that the Issuer has approved that a commercial bank or securities institution approved by the CSD accedes as new Issuing Agent at the same time as the old Issuing Agent retires or is dismissed. If the Issuing Agent is insolvent, the Issuer shall immediately appoint a new Issuing Agent, which shall replace the old Issuing Agent as issuing agent in accordance with these Terms and Conditions.

22. THE CSD

- 22.1 The Issuer has appointed the CSD to manage certain tasks under these Terms and Conditions and in accordance with the CSD Regulations and the other regulations applicable to the Bonds.
- 22.2 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 admission to trading of the Bonds on the corporate bond list of Nasdaq Stockholm (or any other Regulated Market, as applicable). The replacing

CSD must be authorised to professionally conduct clearing operations pursuant to the Swedish Securities Market Act (Sw. *lag (2007:528) om värdepappersmarknaden*) and be authorised as a central securities depository in accordance with the Financial Instruments Accounts Act.

23. NO DIRECT ACTIONS BY BONDHOLDERS

- 23.1 A Bondholder may not take any action or legal steps whatsoever against any Group Company to enforce or recover any amount due or owing to it pursuant to the Finance Documents, or to initiate, support or procure the winding-up, dissolution, liquidation, company reorganisation (Sw. *företagsrekonstruktion*) or bankruptcy (Sw. *konkurs*) (or their equivalents in any other jurisdiction) of any Group Company in relation to any of the liabilities of such Group Company under the Finance Documents. Such steps may only be taken by the Trustee.
- 23.2 Clause 23.1 shall not apply if the Trustee has been instructed by the Bondholders in accordance with the Finance Documents to take certain actions but fails for any reason to take, or is unable to take (for any reason other than a failure by a Bondholder to provide documents in accordance with Clause 20.1.2), such actions within a reasonable period of time and such failure or inability is continuing. However, if the failure to take certain actions is caused by the non-payment by the Issuer of any fee or indemnity due to the Trustee under the Finance Documents or the Trustee Agreement or by any reason described in Clause 20.2.11, such failure must continue for at least forty (40) Business Days after notice pursuant to Clause 20.2.12 before a Bondholder may take any action referred to in Clause 23.1.
- 23.3 The provisions of Clause 23.1 shall not in any way limit an individual Bondholder's right to claim and enforce payments which are due to it under Clause 12.4 (*Mandatory repurchase due to a Change of Control, Delisting or Listing Failure (put option)*) or other payments which are due by the Issuer to some but not all Bondholders.

24. TIME-BAR

- 24.1 The right to receive repayment of the principal of the Bonds shall be time-barred and become void ten (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 three (3) years from the relevant due date for payment. The Issuer is entitled to any funds set aside for payments in respect of which the Bondholders' right to receive payment has been time-barred and has become void.
- 24.2 If a limitation period is duly interrupted in accordance with the Swedish Act on Limitations (Sw. *preskriptionslag (1981:130)*), a new limitation period of ten (10) years with respect to the right to receive repayment of the principal of the Bonds, and of three (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.

25. NOTICES AND PRESS RELEASES

25.1 Notices

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

- (a) if to the Trustee, 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 Trustee to the Issuer from time to time or, if sent by e-mail by the Issuer, to such e-mail address notified by the Trustee to the Issuer from time to time;
- (b) if to the Issuer, shall be given to such address as notified by the Issuer to the Trustee by not less than five (5) Business Days' notice from time to time, or, if sent by e-mail by the Trustee, to such e-mail address as notified by the Issuer to the Trustee from time to time; and
- (c) if to the Bondholders, shall be given at their addresses as registered with the CSD 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 Trustee.

25.1.2 Any notice or other communication made by one Person to another under or in connection with the Finance Documents shall be sent by way of courier, personal delivery or letter (or, if between the Trustee and the Issuer, by e-mail) and will only be effective:

- (a) in case of courier or personal delivery, when it has been left at the address specified in Clause 25.1.1;
- (b) in case of letter, three (3) Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 25.1.1; or
- (c) in case of e-mail to the Trustee or the Issuer, when received in legible form by the e-mail address specified in Clause 25.1.1.

25.1.3 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.

25.2 Press releases

25.2.1 Any notice that the Issuer or the Trustee shall send to the Bondholders pursuant to Clause 5.3, Clause 12.3 (*Early voluntary total redemption (call option)*), Clause 12.4 (*Early voluntary total redemption due to illegality (call option)*), paragraph (b) of Clause 14.4 or Clauses 17.11.3, 17.12.3, 18.4.13, 18.2.1, 18.3.1, 19.2, 20.2.12 or 20.4.1 shall also be published by way of press release by the Issuer or the Trustee, as applicable.

25.2.2 In addition to Clause 25.2.1, if any information relating to the Bonds, the Issuer or the Group contained in a notice that the Trustee may send to the Bondholders under these Terms and Conditions has not already been made public by way of a press release, the Trustee 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 Trustee 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 Trustee shall be entitled, but not obligated to issue such press release.

26. FORCE MAJEURE

- 26.1 Neither the Trustee 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, natural disaster, insurrection, civil commotion, terrorism or any other similar circumstance (a “**Force Majeure Event**”). The reservation in respect of strikes, lockouts, boycotts and blockades applies even if the Trustee or the Issuing Agent itself takes such measures, or is subject to such measures.
- 26.2 Should a Force Majeure Event arise which prevents the Trustee 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.
- 26.3 The provisions in this Clause 26 apply unless they are inconsistent with the provisions of the Financial Instruments Accounts Act which provisions shall take precedence.

27. ADMISSION TO TRADING

- 27.1 The Issuer intends to have the Initial Bonds and any Subsequent Bonds admitted to trading on a Regulated Market or an MTF within thirty (30) calendar days from the relevant Issue Date. Furthermore, if the Initial Bonds or any Subsequent Bonds have not been admitted to trading on a Regulated Market and/or MTF within sixty (60) calendar days after the relevant Issue Date, each Bondholder has a right of repurchase (put option) of all or some of its Bonds subject to and in accordance with Clause 12.5 (*Mandatory repurchase due to a Change of Control, De-listing or Listing Failure (put option)*).
- 27.2 The Issuer shall:
- (a) use its best efforts to procure that the Initial Bonds are admitted to trading on the Frankfurt Stock Exchange Open Market on or about the First Issue Date and, in any event, within thirty (30) days of the First Issue Date; and
 - (b) use its best efforts to procure that the Initial Bonds are admitted to trading on the corporate bond list of Nasdaq Stockholm within sixty (60) days after the First Issue Date and with an intention to complete such listing within thirty (30) days after the First Issue Date.
- 27.3 The Issuer has in accordance with Clause 16.2 (*Admission to trading of Bonds*) undertaken to have the Initial Bonds admitted to trading within twelve (12) months after the First Issue Date and any Subsequent Bonds admitted to trading on the corporate bond list of Nasdaq Stockholm within the later of (i) the date falling twelve (12) months after the First Issue Date and (ii) the date falling sixty (60) calendar days after the issuance of the relevant Subsequent Bonds, in each case, if such admission to trading is not possible to obtain or maintain or the

Issuer determines in its reasonable discretion that a different Regulated Market should be preferred, admitted to trading on another Regulated Market.

28. GOVERNING LAW AND JURISDICTION

- 28.1 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.
- 28.2 Any dispute or claim arising in relation to these Terms and Conditions shall, subject to Clause 28.3, be determined by Swedish courts and the District Court of Stockholm (Sw. *Stockholms tingsrätt*) shall be the court of first instance.
- 28.3 The submission to the jurisdiction of the Swedish courts shall not limit the right of the Trustee (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.
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SCHEDULE 1

CONDITIONS PRECEDENT

Part 1

Conditions Precedent for Settlement – Initial Bond Issue

1. The Issuer

- (a) Copies of the constitutional documents of the Issuer.
- (b) A copy of a resolution of the board of directors of the Issuer:
 - (i) approving the terms of, and the transactions contemplated by, the documents set out in Section 2 (*Finance Documents*) below to which it is a party and resolving that it execute, deliver and perform such documents;
 - (ii) authorising a specified person or persons to execute the documents set out in Section 2 (*Finance Documents*) below to which it is a party on its behalf; and
 - (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the documents set out in Section 2 (*Finance Documents*) below to which it is a party.

2. Finance Documents

- (a) A duly executed copy of the Terms and Conditions.
- (b) A duly executed copy of the Trustee Agreement.
- (c) A duly executed copy of the Escrow Account Agreement.

Part 2

Conditions Precedent for Settlement – Subsequent Bond Issue

1. The Issuer

- (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 any documents necessary in connection therewith.

2. Miscellaneous

- (a) A Compliance Certificate from the Issuer confirming that the Incurrence Test is met and that no Event of Default is continuing or would result from the Subsequent Bond Issue.
- (b) The documents and evidences set forth under Part 4 (*Conditions Precedent for Release of Escrow Account*) of Schedule 1 (*Conditions Precedent*).
- (c) Such other documents and evidence as is agreed between the Trustee and the Issuer.

Part 3

Conditions Precedent for Disbursement – Redemption Amount

1. The Obligors

- (a) Copies of the constitutional documents of each Obligor.
- (b) A copy of a resolution from the board of directors of each Obligor resolving to enter into the Finance Documents to which it is a party and any documents necessary in connection therewith.

2. Finance Documents

- (a) Each of the following Transaction Security Documents, duly executed by the parties to them:
 - (i) German law pledge agreement in respect of all shares in gamigo AG which the Issuer directly or indirectly controls, but in any event at least ninety (90.00) per cent. of the shares in gamigo AG.
 - (ii) German law pledge agreement in respect of all shares shares in gamigo Publishing GmbH.
 - (iii) German law pledge agreement in respect of all shares in Aeria Games GmbH.
 - (iv) New York law pledge agreement in respect of all shares in Gamigo US Inc.
 - (v) New York law pledge agreement in respect of all shares in gamigo Inc.
 - (vi) New York law pledge agreement in respect of all shares in Verve Group Inc.
 - (vii) German law pledge agreement in respect of all present and future Material Intercompany Loans under German law granted by an Obligor.
- (b) Evidence that all documents that shall be delivered to the Trustee pursuant to the Transaction Security Documents set out in paragraphs (a) above and all perfection requirements thereunder have been delivered or satisfied in accordance with the terms of such Transaction Security Document (or will be so delivered and satisfied upon release of the Net Proceeds from the Initial Bond Issue).
- (c) A copy of the duly executed Swedish law Guarantee and Adherence Agreement entered into by each Initial Guarantor.

3. Miscellaneous

- (a) Evidence that the Existing Gamigo Bonds have been irrevocably and unconditionally called for repayment in full.
- (b) A duly executed release notice from the agent and security agent under the Existing Gamigo Bonds confirming that any guarantee or security provided under the Existing Gamigo Bonds will be released promptly upon such agents receiving transcripts from the CSD evidencing the redemption of the Existing Gamigo Bonds in full.
- (c) Duly executed German law legal opinion on the validity and enforceability of the Finance Documents which is governed by German law and the status, authority and capacity of each German Obligor (including customary enforceability of judgement

opinions) subject to customary assumptions and qualifications, issued by Morrison & Foerster LLP.

- (d) Duly executed New York law legal opinion on the validity and enforceability of the Finance Documents which is governed by U.S. law and the status, authority and capacity of each U.S. Obligor (including customary enforceability of judgement opinions) subject to customary assumptions and qualifications, issued by Baker McKenzie LLP.
- (e) Duly executed Maltese law legal opinion on the validity and enforceability of the Finance Documents which is governed by Maltese law and the status, authority and capacity of the Issuer (including customary enforceability of judgement opinions) subject to customary assumptions and qualifications, issued by Ganado Advocates.
- (f) The documents set forth under Part 1 (*Conditions Precedent for Disbursement – Initial Bond Issue*) of Schedule 1 (*Conditions Precedent*).

Part 4

Conditions Precedent for Release of Escrow Account

1. Miscellaneous

- (a) The documents set forth under Part 3 (*Conditions Precedent for Disbursement – Redemption Amount*) of Schedule 1 (*Conditions Precedent*).
- (b) Evidence that each pledgor of the shares in gamigo AG is or has changed its legal form to a Gesellschaft mit beschränkter Haftung (GmbH) or a Limited company (Ltd.).

SCHEDULE 2

FORM OF COMPLIANCE CERTIFICATE

COMPLIANCE CERTIFICATE

To: Nordic Trustee & Agency AB (publ) as Trustee

From: Media and Games Invest ~~plc~~SE as Issuer

Date: [date]

Dear Sir or Madam,

Media and Games Invest ~~plc~~SE
Maximum EUR ~~120,000,000~~ 350,000,000
Senior secured callable fixed rate bonds
2020/2024 with ISIN: SE0015194527
(the “Bonds”)

(1) We refer to the terms and conditions for the Bonds (the “**Terms and Conditions**”). This is a Compliance Certificate. Terms defined in the Terms and Conditions have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

(2) **[Maintenance Test]**

We confirm that the Maintenance Test is met and that in respect of the Reference Date [date]:

Net Interest Bearing Debt to EBITDA: Net Interest Bearing Debt was EUR [●], EBITDA was EUR [●] and therefore the ratio of Net Interest Bearing Debt to EBITDA was [●] (and should not exceed 4.50:1.00);

Computations as to compliance with the Maintenance Test are attached hereto.^{1]2}

(3) **[Incurrence Test]**

This is an Incurrence Test in respect of [*describe relevant Restricted Payment or incurrence or issuance of Financial Indebtedness*] (the “**Incurrence**”). We confirm that the Incurrence Test is met and that in respect of the Incurrence Test Date, being [date]:

(a) [*Net Interest Bearing Debt to EBITDA:* Net Interest Bearing Debt was EUR [●], EBITDA was EUR [●] and therefore the ratio of Net Interest Bearing Debt to EBITDA was [●] (and should not be greater 2.50:1.00); and]³

(b) [*Net Interest Bearing Debt to EBITDA:* Net Interest Bearing Debt was EUR [●], EBITDA was EUR [●] and therefore the ratio of Net Interest Bearing Debt to EBITDA was [●] (and should not be greater 3.50:1.00)]⁴

(c) no Event of Default is continuing or would occur upon the Incurrence.

¹ To include calculations of the Maintenance Test including any adjustments.

² This section to be used if the Compliance Certificate is delivered in connection with the delivery of the quarterly Financial Statements.

³ To be used in respect of a Restricted Payment.

⁴ To be used in respect of incurrence of incurrence or issuance of Financial Indebtedness.

in each case including the Incurrence on a *pro forma* basis and otherwise calculated in accordance with Clause 15.3 (*Calculation principles*).

Computations as to compliance with the Incurrence Test are attached hereto.^{5]}⁶

- [(X)] [*Clean Down Period*: We confirm that the aggregate nominal amount Credit Facilities *less* Cash and Cash Equivalents of the Group was zero (0) or less during the period [*period*] and that Clause 16.6 (*Clean Down Period*) has been complied with for the financial year [*year*].]
- [(X)] [*Material Group Companies*: Based on the annual audited Financial Statements, the Material Group Companies of the Group are the following:]

Legal Name	Registration number (or equivalent)	Jurisdiction

- [(X)] [*Guarantor Cover Threshold*: We confirm that the Guarantors represent [●] per cent. of consolidated EBITDA of the Group and that paragraph (a) Clause 16.13 (*Additional Security and Guarantees*) has been complied with.]⁷
- [(X)] [We confirm that, so far as we are aware, no Event of Default is continuing.]⁸

Media and Games Invest ~~ple~~SE

Name:
Authorised signatory

Name:
Authorised signatory

⁵ To include calculations of the Incurrence Test and any adjustments pursuant to Clause 15.1 (Incurrence Test).

⁶ This section to be used if the Compliance Certificate is delivered in connection with an Incurrence Test.

⁷ Clean Down, Material Group Companies and Guarantor Cover Threshold to be included in connection with publication of audited annual financial statements.

⁸ Should be included in each Compliance Certificate. If this statement cannot be made, the certificate should identify any Event of Default that is continuing and the steps, if any, being taken to remedy it.

We hereby certify that the above Terms and Conditions are binding upon ourselves.

Malta, _____ 20201

The Issuer

Media and Games Invest ~~pte~~SE

Name:

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

Stockholm, _____ 2020⁰¹

The Trustee

Nordic Trustee & Agency AB (publ)

Name: