

Denna kallelse till obligationsinnehavarna är endast utformad på engelska.

Stockholm, 7 January 2025

To the Noteholders in:

ISIN: SE0012455772 – Midsummer AB (publ) up to SEK 500,000,000 senior unsecured floating, fixed and PIK interest rate green notes

NOTICE OF WRITTEN PROCEDURE – REQUEST FOR AMENDMENTS AND WAIVERS OF THE TERMS AND CONDITIONS

This voting request for procedure in writing has been sent on 7 January 2025 to Noteholders directly registered as of 2 January 2025 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 Notes on behalf of someone else on a Securities Account, please forward this notice to the Noteholder you represent as soon as possible. For further information, please see below under Section 8.2 (*Voting rights and authorisation*).

Key information

Record Date for being eligible to vote:	14 January 2025
Deadline for voting:	15.00 CET on 24 January 2025
Quorum requirement:	At least fifty (50.00) per cent. of the Adjusted Nominal Amount
Majority requirement:	At least sixty-six and two thirds (66⅔) per cent. of the Adjusted Nominal Amount for which Noteholders reply in this Written Procedure

Nordic Trustee & Agency AB (publ) acts as agent (the “**Agent**”) for the Noteholders of the Notes (the “**Noteholders**”) in the abovementioned note issue with ISIN SE0012455772 (the “**Notes**”) issued by Midsummer AB (publ) (the “**Issuer**”). In its capacity as Agent, and as requested by the Issuer, the Agent hereby initiates a procedure in writing (the “**Written Procedure**”) as required by the Terms and Conditions (as defined below), whereby Noteholders 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 Notes (the “**Terms and Conditions**”).

Disclaimer and limitation of liability: The Request (as defined below) is presented to the Noteholders, without any evaluation, advice or recommendations from the Agent whatsoever. The

Agent has not reviewed or assessed this Notice or the Request (and their effects, should they be adopted) from a legal or commercial perspective of the Noteholders and the Agent expressly disclaims any liability whatsoever related to the content of this Notice and the Request (and their effects, should they be adopted). The Noteholders are recommended to seek legal advice in order to independently evaluate whether the Request (and its effects) is acceptable or not. Each Noteholder is solely responsible for making its own independent evaluation of all matters as such Noteholder deems appropriate (including those relating to the Request (as defined herein)), and each Noteholder must make its own decision as to whether to participate in the Request. Neither the Agent nor any director, officer, employee, agent or affiliate of the Agent will be responsible for providing advice in relation to the Request or make any recommendation as to whether any Noteholders should vote in favour of or against the Request.

Noteholders participate by completing and sending to the Agent 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 to the Agent other sufficient evidence, if the Notes are held in custody other than by the CSD. Please contact the securities firm you hold your Notes through if you do not know how your Notes are registered or if you need authorisation or other assistance to participate in the Written Procedure. The Issuer kindly asks the Noteholders to send their Voting Forms and, if applicable, any Power of Attorney by email to the Agent as soon as possible upon receipt of this Notice after the occurrence of the Record Date (as defined below).

The Agent must receive the Voting Form and, if applicable, any Power of Attorney no later than 15.00 CET on 24 January 2025 either by mail, courier or email to the Agent using the contact details set out in Section 8.6 (*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 Noteholder on 14 January 2025 (the “**Record Date**”) as further set out in Section 8.2 (*Voting rights and authorisation*). 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 Notes.

1 Background

During the third quarter of 2023, the Issuer announced its ongoing review of its capital structure. Despite continued business development through investments aimed at future growth, discussions regarding securing at least SEK 70 million in external capital did not materialise. As a result, the Issuer now faces a need for additional capital by the end of January 2025.

A liquidity injection of approximately SEK 65 million is necessary to bridge the anticipated liquidity gap until mid-2025, when delayed governmental financial support is expected to be received. While the liquidity needs are not deemed critical if the Issuer secures a bridge loan, a recapitalisation is still considered essential for the medium- to long-term survival of the Issuer. The liquidity injection and recapitalisation are critical not only to sustaining operations during this transitional period but also to laying a foundation for sustainable growth. By securing the necessary resources, the Group aims to achieve future profitability and long-term success, transforming its strategic plans into tangible outcomes.

In light of this, the Issuer has reached an agreement (the “**Agreement**”) with Noteholders representing 51.5 per cent. of the Adjusted Nominal Amount (the “**Noteholder Committee**”) and certain major shareholders representing 39.4 per cent. of the votes and share capital in the Issuer. According to the Agreement, the Issuer’s financing and equity structure will be restructured. This includes, among other measures, a mandatory conversion of some of the Notes (write-down) into new shares in the Issuer, making the Noteholders new shareholders. In addition, and to address the most urgent liquidity gap ahead of the implementation of the New Structure (as defined below), certain shareholders have agreed to provide a loan to the Issuer in a nominal amount of at least SEK 50 million, with a payment-in-kind interest of 10 per cent., ranking junior to and maturing after the Notes (the “**Bridge Loan**”). The Bridge Loan is expected to be disbursed to the Issuer on or around the completion of the Written Procedure, subject to the effectiveness of this Written Procedure. Any amounts outstanding under the Bridge Loan, including any capitalised or accrued interest, shall be converted into new Shares in connection with the Set-off Issue (each as defined below), subject to approval of the Set-Off Issue by the Issuer’s general meeting.

To implement the Agreement, the Issuer proposes a restructuring of its current financing and equity structure as outlined in this Notice. However, the Issuer, its shareholders, and the Noteholder Committee are committed to the Issuer’s success and intend to maintain a constructive dialogue also after the approval of the Written Procedure, as well as periodically assess the Issuer’s well-being and identify any necessary measures to ensure the Issuer remains on the envisaged track.

Each Noteholder must make its own determination as to the risks relating to the Request (as defined below) and is recommended to consult relevant advisers. Each Noteholder should carefully review the risk factors set out in Schedule 4 (*Risk factors*). The Issuer does not represent that the risks relating to the Request are exhaustive.

2 The Request

The Noteholders are hereby requested to approve the measures and actions for implementation of the amended financing and equity structure of the Issuer by way of consenting to the proposals set out in Section 3 (*The New Structure*) (the “**New Structure**”),

as well as to approve the measures and actions set out in Section 3.5 (*Authorisation to the Agent*) (together referred to as the “**Request**”).

The Agent has been informed that Noteholders representing an aggregate Nominal Amount of approximately 51.5 per cent. of the Adjusted Nominal Amount for the Notes have committed to vote in favour of the Request.

3 The New Structure

The New Structure will be implemented mainly as described in the relevant sections below. The exact and detailed structure for how the New Structure will be effectuated is however subject to further analysis and review. Therefore, certain details of the New Structure may be carried out through other means than as described in this Notice, provided that the result of such Altered New Structure (as defined below), in the opinion of the Noteholder Committee (without assuming any liability), is consistent with the principles as set out in this Notice.

3.1 Overview of the New Structure

The key steps in implementing the New Structure includes the following.

(a) Bridge Loan

Certain shareholders have agreed to provide the subordinated Bridge Loan to the Issuer to address the most urgent liquidity gap as part of the New Structure. The provision of the at least SEK 50 million Bridge Loan is contingent upon the successful conclusion and effectiveness of this Written Procedure. Any amounts outstanding under the Bridge Loan, including any capitalised or accrued interest, shall be converted into new Shares in connection with the Set-off Issue (each as defined below), subject to approval of the Set-Off Issue by the Issuer’s general meeting.

(b) Amended and restated Terms and Conditions and waivers

The Issuer will enter into amended and restated Terms and Conditions as further described in Section 3.3 (*Key amendments of the Terms and Conditions*), and certain waivers will be granted by the Noteholders as further described in Section 3.4 (*Proposed waiver*).

(c) Mandatory debt-to-equity swap

As of 31 December 2024, the Nominal Amount of the Notes together with capitalised or accrued but unpaid interest and PIK interest amounts to approximately SEK 236 million. The Issuer shall carry out a mandatory debt-to-equity swap pursuant to which an amount equivalent to the Bridge Loan will be mandatorily off-set against new listed ordinary shares in the Issuer (the “**Shares**”) on a *pro rata* basis (the “**Mandatory Debt-to-Equity Swap**”).

The Mandatory Debt-to-Equity Swap corresponds to 105 per cent. of the Nominal Amount and capitalised interest converted and 100 per cent. of the accrued but unpaid PIK interest converted. The set-off will be applied in the following order: firstly, capitalised and accrued but unpaid PIK interest on the Notes, and secondly, the nominal amount of the Notes.

The Shares issued in the Set-off Issue will be issued at a subscription price of SEK 1.05 per Share, representing a discount of approximately thirty (30) per cent. to the

closing price on 3 January 2025. Noteholders registered as of the record date for the Mandatory Debt-to-Equity Swap will be entitled to receive Shares. The record date will be set five business days after the general meeting at which shareholders resolve on matters including the Mandatory Debt-to-Equity Swap.

The amounts to be converted in the Mandatory Debt-to-Equity Swap, along with the call and subscription price, are detailed below.

	Amount (SEK)	Call price	Subscription price (SEK)	New shares
Accrued PIK interest	15,000,000	100%	1,05	14,285,714
Capitalised PIK interest	20,000,000	105%	1,05	20,000,000
Principal amount	23,200,000	105%	1,05	23,200,000

Following the Mandatory Debt-to-Equity Swap, the remaining Nominal Amount of the Notes will continue to be outstanding and governed by the Amended and Restated Terms and Conditions.

(d) Set-off issue of shares as repayment of the Bridge Loan

The Issuer shall, at the sole discretion of the lenders, repay the Bridge Loan, including any capitalised or accrued but unpaid interest, through a set-off issue (the “**Set-off Issue**”). The Shares issued in the Set-off Issue will be issued at a subscription price of SEK 1.05 per Share, representing a discount of approximately thirty (30) per cent. to the closing price on 3 January 2025.

(e) Optional debt-to-equity swap

If the Issuer raises equity through one or more new share issues, in addition to the set-off of the Bridge Loan (via a rights issue or other means), the Issuer shall have the right to execute a second mandatory conversion of Notes until 31 May 2025 (the “**Optional Debt-to-Equity Swap**”). This conversion may amount to up to 75 percent of the equity raised, subject to a maximum limit of SEK 130 million, less the set-off amount of the Bridge Loan.

The Optional Debt-to-Equity Swap shall correspond to 105 per cent. of the Nominal Amount and capitalised interest converted and 100 per cent. of the accrued but unpaid PIK interest converted. The set-off will be applied in the following order: firstly, capitalised and accrued but unpaid PIK interest on the Notes, and secondly, the nominal amount of the Notes.

The subscription price at the Optional Debt-to-Equity Swap will match the subscription price of the equity raised.

(f) General meeting

One or more general meetings of the Issuer shall adopt all necessary corporate resolutions to facilitate the share issuances pursuant to the Mandatory Debt-to-Equity Swap, Set-off Issue and Optional Debt-to-Equity Swap (together the “**New Share Issues**”). These resolutions will include amendments to the articles of association and an increase of the share capital to accommodate the proposed number of newly issued shares, and the appointment of a new board member, as further described in Section 3.3 (*Key amendments of the Terms and Conditions*).

The New Share Issues will either be resolved by the board of directors of the Issuer under an authorisation granted by a general meeting or made subject to subsequent approval by a general meeting.

The Shares issued through the New Shares Issues will be registered with Euroclear and listed for trading on Nasdaq First North Premier Growth Market.

3.2 Decision procedure

The Agent will determine if received replies are eligible to participate in the Written Procedure as valid votes.

When a requisite majority of consents of the total Adjusted Nominal Amount have been received by the Agent, 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 in the Written Procedure will (i) be sent by notice to the Noteholders, and (ii) be published on the websites of the Issuer and the Agent.

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

3.3 Key amendments of the Terms and Conditions

The proposed amendments to the Terms and Conditions are attached hereto as Schedule 3 (the “**Amended and Restated Terms and Conditions**”) (where blue and underlined text indicates additions (i.e., additions), whereas red and crossed out text indicate deletions (i.e., ~~deletions~~)). The key amendments are described below.

Maturity: The maturity of the Notes shall be extended to 31 December 2026 (the “**Extended Final Maturity Date**”).

Interest: A fixed cash interest rate of 5 per cent. and PIK interest of 5 per cent. *per annum*.

Interest paid in kind shall be capitalised on the relevant interest payment date and thereafter bear interest at the applicable interest rate.

Call Option: The Issuer may redeem all, but not only some, of the outstanding Notes at any time from and including the Effective Date to, but excluding, the Extended Final Maturity date at a price per Note equal to one hundred and five (105) per cent. of the Nominal Amount together with capitalised or accrued but unpaid interest.

Redemption: The Notes shall be redeemed at the Extended Final Maturity Date at one hundred and five (105) per cent. of the Nominal Amount together with capitalised or accrued but unpaid interest.

Maintenance covenant: The Issuer shall not be required to comply with the maintenance covenant set out in Clause 13.2 (*Maintenance covenant*) of the Terms and Conditions for the Relevant Period ending on 31 December 2024 or for the entire financial year of 2025.

Minimum liquidity: The Issuer shall ensure that the aggregate cash and cash equivalents held by Group Companies (as set forth in the consolidated balance sheet of the Issuer) are not less than SEK 10,000,000 on any Quarter Date, commencing on 31 December 2025.

Financial Indebtedness: The definition of “Permitted Financial Indebtedness” will be supplemented to also allow the Issuer to incur:

- (a) the Bridge Loan;
- (b) senior unsecured financial indebtedness ranking *pari passu* with the Notes from AB Svensk Exportkredit (SEK), Exportkreditnämnden (EKN) or similar lenders; and
- (c) senior unsecured financial indebtedness ranking *pari passu* with the Notes from customers or business partners of the Group or similar lenders (excluding any bank or other financial institution), provided that (i) the aggregate outstanding principal amount under such loans does not exceed SEK 100,000,000 at any time (ii) any such loan according to its terms has a final redemption date or, when applicable, early redemption dates or instalment dates which occur on or after the Final Maturity Date and (iii) the yield on any such loan does not exceed the yield on the Notes.

Optional Debt-to-Equity Swap: If the Issuer raises equity through one or more new share issues, in addition to the set-off of the Bridge Loan (via a rights issue or other means), the Issuer shall have the right to execute the Optional Debt-to-Equity Swap. This conversion may amount to up to 75 percent of the equity raised, subject to a maximum limit of SEK 130 million, less the set-off amount of the Bridge Loan.

The Optional Debt-to-Equity Swap shall correspond to 105 per cent. of the Nominal Amount and capitalised interest converted and 100 per cent. of the accrued but unpaid PIK interest converted. The set-off will be applied in the following order: firstly, capitalised and accrued but unpaid PIK interest on the Notes, and secondly, the nominal amount of the Notes.

The subscription price at the Optional Debt-to-Equity Swap will match the subscription price of the equity raised.

The Issuer will notify the Noteholders of the swap by sending a notice at least five (5) Business Days in advance. This notice will

specify the relevant record date for the Optional Debt-to-Equity Swap.

The Issuer will comply with all applicable securities regulations in connection with the Optional Debt-to-Equity Swap. In the event of any conflict between such regulations and the provisions of the Optional Debt-to-Equity Swap, the Issuer shall adhere to the applicable regulations and will not be considered in breach of its obligations due to the conflict.

Governance: It is proposed that the Noteholder Committee shall have the right to appoint one ordinary member to the Issuer's board of directors (as chosen by the Noteholder Committee) at the annual general meeting in 2025 (and any following annual general meetings). However, the appointment is subject to the person being approved by the Issuer's nomination committee and meeting the necessary majority requirements at the general meeting. Certain major shareholders have committed to voting in favour of any such board member for the duration of the Notes.

If the person appointed by the Noteholder Committee is not formally appointed as an ordinary member of the Issuer's board of directors for any reason, that person may instead be entitled to participate as an observer at all board meetings and related board activities. The Issuer shall ensure that the board observer is provided with all documentation and information made available to the board members.

Any board representative (either in the form of a director or observer) shall enter into a non-disclosure agreement together with the Agent for the purpose of agreeing not to disclose any information regarding the Group which such board representative obtains during its appointment. However, the board representative may share obtained information with the Agent if deemed relevant in order to determine if an Event of Default has occurred.

Other: Necessary amendments to implement the abovementioned amendments, and consequential amendments to the amendment explicitly referred to herein, will be made to the Amended and Restated Terms and Conditions.

In addition, certain consequential technical amendments may be made to the Terms and Conditions due to, *inter alia*, CSD regulations.

3.4 Proposed waiver

It is requested that the Noteholders waive the Event of Default under paragraph (b) of Clause 14.1 of the Terms and Conditions, arising from the Equity Ratio being less than twenty (20) per cent. for the Relevant Period ending on 31 December 2024, as well as any Event of

Default that would occur solely due to the implementation of the New Structure (for the avoidance of doubt, no default interest shall accrue on a failure to pay the cash interest on the Interest Payment Date occurring on 25 January 2025 provided that the Request is approved in the Written Procedure) (the “**Waiver**”).

3.5 Authorisation to the Agent

The Noteholders are hereby requested to approve that the Agent is irrevocably and unconditionally authorised on behalf of the Noteholders:

- (a) to take any actions and/or decisions that are deemed necessary and relevant to complete the New Structure or any Altered New Structure (as defined below), as the case may be (in the sole discretion of the Agent) including but not limited to entering into all agreements and/or documents related to the New Structure on behalf of the Noteholders and subscribe to the Shares on behalf of the Noteholders; and
- (b) upon instruction by the Noteholder Committee, to alter the New Structure and the contemplated implementation measures and make any other amendment to the Amended and Restated Terms and Conditions as long as the result of such altered New Structure or amendment, in the opinion of the Noteholder Committee (without assuming any liability), is consistent with the principles as described in this Notice (the “**Altered New Structure**”).

The Issuer, by issuing this Notice, and the Noteholders, by voting for the Request, acknowledge and agree that (i) the Agent and the Noteholder Committee, when acting in accordance with the authorisation instructions set out in this Section 3.5 or otherwise set out in this Notice, and the Noteholder Committee, when giving such instructions, are fully discharged from any liability whatsoever and (ii) the Noteholder Committee does not “act for” the Noteholders in any representative capacity and has no duty of care to the Issuer, the Group or any Noteholder and (iii) the Agent and the Noteholder Committee shall never be responsible for any loss (whether direct or indirect) of any member of the Group or any Noteholder. For the purpose of carrying out the actions described in this Section 3.5 the Agent shall be entitled to require that the Noteholder Committee confirms that any implementation steps are approved and in line with the New Structure or any Altered New Structure.

Please note that in accordance with the Terms and Conditions, if in the Agent’s reasonable opinion the cost, loss or liability which it may incur (including reasonable fees to the Agent) in complying with instructions, or taking any action at its own initiative, will not be covered, the Agent may refrain from acting in accordance with such instructions, or taking such action, until it has received such funding or indemnities (or adequate Security has been provided therefore) as it may reasonably require.

Further, the Agent is not obligated to follow any instruction from the Noteholder Committee in any way that is not, in the opinion of the Agent, in accordance with the Finance Documents and/or any law or regulation.

3.6 Tax

The Issuer shall not be responsible for any cost coverage and gross-up undertaking towards any party with respect to the New Share Issues, the Amended and Restated Terms and Conditions or any other transaction contemplated by this Notice, any proceedings or disputes

with the Swedish Tax Authority (or any equivalents) due to the New Structure or any adverse tax effects for any party.

Each Noteholders must make its own determination as to the tax consequences of the transactions contemplated in this Notice and the New Structure and each Noteholder is strongly encouraged to consult a qualified tax adviser for information with respect to the tax consequences that may arise in each individual case, including but not limited to the applicability and effect of foreign income tax rules, provisions contained in double taxation treaties and other rules, which may be applicable. Neither the Issuer nor its affiliates, agents, advisors or representatives assumes any responsibility for any tax implications or consequences of the transactions contemplated by the Amended and Restated Terms and Conditions or the New Structure.

4 Time plan

This is a high level and preliminary time plan for the implementation of the New Structure, in all respects subject to change. All actions after the termination of the Written Procedure are target dates and preliminary and indicative only. The finally determined date for all target dates will be announced by the Issuer in one or more press releases.

Target Date	Action
14 January 2025	Record date for voting in the Written Procedure.
24 January 2025	Last day to vote in the Written Procedure (15.00 CET).
6 February 2025	The Issuer holds a general meeting in which the shareholders will resolve on necessary corporate resolutions to e.g. facilitate the share issuances described in this Notice.
13 February 2025	Record date for the Mandatory Debt-to-Equity-Swap (and for the receipt of shares for the Noteholders).
20 February 2025	The write down of the Notes is effectuated as payment for Shares by set-off in the Mandatory Debt-to Equity-Swap.

5 Effective date

5.1 Conditions

The Request shall be deemed approved immediately upon expiry of the voting period and satisfaction of the requisite quorum participation as set forth in Section 8.4 (*Quorum*) and receipt of the required majority as set forth in Section 8.5 (*Majority*) or if earlier, when a requisite majority of consents of the Adjusted Nominal Amount has been received by the Agent.

The Request will come into effect upon the Agent having waived or being satisfied (acting reasonably) that it has received the following documentation and evidence (the “**Effective Date**”):

- (a) constitutional documents and corporate resolutions for the Issuer (approving the relevant finance documents and authorising a signatory/-ies to execute the relevant finance documents);
- (b) evidence that the Issuer has received the Bridge Loan;
- (c) evidence that the Issuer has convened a general meeting for the implementation of the New Structure including the New Share Issues (as relevant);

- (d) a copy of the duly executed Amended and Restated Terms and Conditions; and
- (e) evidence that all fees, costs and expenses associated with the Request, including without limitation the fees, costs and expenses of the Agent, the advisers to the Agent, the Noteholder Committee and the Issuer have been paid (jointly, the “**Conditions**”).

In addition, the Issuer and the Agent may agree to take any other action deemed required as confirmed by the Noteholders Committee in order to implement the Request.

5.2 Longstop date

If the Agent has not received or waived the receipt of all the Conditions no later than on 28 February 2025, the approval of the Request will not be granted, the Amended and Restated Terms and Conditions will not be entered into, the Waiver will lapse, and the Effective Date will thus not occur.

6 Voting indications

The Agent has been informed that Noteholders representing 51.5 per cent. of the Adjusted Nominal Amount have undertaken to vote in favour of the Request.

Further, the Agent has been informed that shareholders representing 39.4 per cent. of the existing Shares have agreed to vote in favour of the New Share Issues at any general meeting.

7 Risk factors relating to the Request

Each Noteholder is strongly encouraged to carefully review and assess the risk factors attached hereto as Schedule 4 (*Risk factors*) before voting in this Written Procedure. The Issuer does not represent that the risks are exhaustive.

8 Written Procedure

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

8.1 Final date to participate in the Written Procedure

The Agent must have received the votes by mail, courier or email to the address indicated below no later than 15.00 CET, on 24 January 2025. Votes received thereafter may be disregarded.

8.2 Voting rights and authorisation

Anyone who wishes to participate in the Written Procedure must on the Record Date (14 January 2025) in the debt register:

- (a) be registered as a direct registered owner of a securities account;
- (b) be registered as authorised nominee in a securities account, with respect to one or several Notes; or
- (c) be a beneficial owner of a Note with proof of ownership of the Notes acceptable to the Agent.

8.3 Notes registered with a nominee

If you are not registered as a direct registered owner as set forth in Section 8.2(a), but your Notes are held through a registered authorised nominee or another intermediary as set forth in Section 8.2(b), you may have two different options to influence the voting for the Notes:

- (a) you can ask the authorised nominee or other intermediary that holds the Notes on your behalf to vote in its own name as instructed by you; or
- (b) 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 Notes through several intermediaries, you need to obtain authorisation directly from the intermediary that is registered in the debt register as Noteholder of the Securities Account, or from each intermediary in the chain of Noteholders, starting with the intermediary that is registered in the debt register as a Noteholder 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 Notes on your behalf (and the agreement between the intermediaries, if there are more than one).

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

8.4 Quorum

To approve the Request, Noteholders representing at least fifty (50) per cent. of the Adjusted Nominal Amount must reply to the Request in the Written Procedure in order to form a quorum.

If a quorum does not exist, the Agent shall initiate a second Written Procedure, provided that the Request has not been withdrawn by the Issuer. No quorum requirement will apply to such second Written Procedure. A vote cast in the Written Procedure shall, unless amended or withdrawn, constitute a vote also in a second Written Procedure (if any) pursuant to the Terms and Conditions with respect to the Request.

8.5 Majority

At least sixty-six and two thirds ($66\frac{2}{3}$) per cent. of the Adjusted Nominal Amount for which Noteholders reply in the Written Procedure must consent to the Request in order for it to pass.

8.6 Address for sending replies

Return the Voting Form (Schedule 1) and, if applicable, the Power of Attorney/Authorisation (Schedule 2) or other sufficient evidence, if the Notes 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 Midsummer AB (publ)
P.O. Box 7329
SE-103 90 Stockholm

By courier:

Nordic Trustee & Agency AB (publ)
Attn: Written Procedure Midsummer AB (publ)

Norrlandsgatan 16
SE-111 43 Stockholm

By e-mail:

voting.sweden@nordictrustee.com

9 FURTHER INFORMATION

For further questions to the Issuer, regarding the Request, please contact the Issuer at Robert Sjöström, robert.sjostrom@Midsummer.se or +46 708 70 53 08.

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

Stockholm, 7 January 2025

NORDIC TRUSTEE & AGENCY AB (publ)
as Agent

Enclosed:

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

VOTING FORM

Schedule 1

For the Written Procedure in Midsummer AB (publ) up to SEK 500,000,000 Senior Unsecured Floating, Fixed and PIK Interest Rate Green Notes 2019/2026 with ISIN SE0012455772.

The undersigned Noteholder or authorised person/entity (the “**Voting Person**”) votes either **For** or **Against** the Request by marking the applicable box below. If a quorum does not exist in the Written Procedure, the Agent shall initiate a second Written Procedure provided that the Request has not been withdrawn by the Issuer. No quorum requirement will apply to such second Written Procedure. The undersigned Noteholder hereby confirms that this voting form shall, unless amended or withdrawn, constitute a vote also in a second Written Procedure (if any) pursuant to the Terms and Conditions with respect to the Request.

***NOTE:** If the Voting Person is not registered as Noteholder (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 7 January 2025.

For the Request

Against the Request

Name of the Voting Person:

Capacity of the Voting Person:

Noteholder: 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 SEK):

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

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

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

Authorised signature and name ³

Place and date

³ If the undersigned is not a Noteholder as defined in the Terms and Condition and has marked the box “authorised person”, the undersigned – by signing this document – confirms that the Noteholder 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 Midsummer AB (publ) up to SEK 500,000,000 Senior Unsecured Floating, Fixed and PIK Interest Rate Green Notes 2019/2026 with ISIN SE0012455772.

NOTE: This Power of Attorney/Authorisation document shall be filled out if the Voting Person is not registered as Noteholder on the Securities Account, held with Euroclear Sweden. It must always be established a coherent chain of power of attorneys derived from the Noteholder, 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 Noteholder.

Capitalised terms used and not otherwise defined herein shall have the meanings assigned to them in the Notice of Written Procedure dated 7 January 2025.

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

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

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

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

We represent an aggregate Nominal Amount of: SEK _____

We are:

Registered as Noteholder on the Securities Account

Other intermediary and holds the Notes through (specify below):

Place and date: _____

Name:

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

AMENDED AND RESTATED TERMS AND CONDITIONS

Schedule 3



**AMENDED AND RESTATED
TERMS AND CONDITIONS FOR**

MIDSUMMER AB (PUBL)

**UP TO SEK 500,000,000
SENIOR UNSECURED FLOATING, FIXED AND PIK
INTEREST RATE GREEN NOTES**

ISIN: SE0012455772

Originally dated 18 April 2019 ~~and~~, as amended and restated on 6 April 2023 and as further amended and restated on [date] 2025

SELLING RESTRICTIONS

No action is being taken in any jurisdiction that would or is intended to permit a public offering of the Notes or the possession, circulation or distribution of any document or other material relating to the Issuer or the Notes in any jurisdiction other than Sweden, where action for that purpose is required and as such the Notes have not been and will not be registered, and may be restricted, in United States, Australia, Japan, Canada, or in any other country where the offering, sale and delivery of the Notes may be restricted by law. Each Noteholder must inform itself about, and observe, any applicable restrictions to the transfer of material relating to the Issuer or the Notes.

PRIVACY NOTICE

The Issuer and the Agent may collect and process personal data relating to the Noteholders, the Noteholders' representatives or agents, and other persons nominated to act on behalf of the Noteholders pursuant to the Finance Documents (name, contact details and, when relevant, holding of Notes). The personal data relating to the Noteholders 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 and the Agent for the following purposes:

- (a) to exercise their respective rights and fulfil their respective obligations under the Finance Documents;
- (b) to manage the administration of the Notes and payments under the Notes;
- (c) to enable the Noteholders' to exercise their rights under the Finance Documents; and
- (d) to comply with their obligations under applicable laws and regulations.

The processing of personal data by the Issuer and the Agent in relation to items (a) - (c) 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 (d), the processing is based on the fact that such processing is necessary for compliance with a legal obligation incumbent on the Issuer or Agent. 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 and the Agent, respectively. 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 and the Agent's addresses, and the contact details for their respective Data Protection Officers (if applicable), are found on their websites www.midsummer.se and www.nordictrustee.com.

For the avoidance of doubt, this privacy notice does not constitute a part of the Terms and Conditions.

TABLE OF CONTENTS

1 DEFINITIONS AND CONSTRUCTION 4

2 STATUS OF THE NOTES 13

3 USE OF PROCEEDS 14

4 CONDITIONS FOR DISBURSEMENT 15

5 ESCROW OF PROCEEDS 16

6 NOTES IN BOOK-ENTRY FORM 16

7 RIGHT TO ACT ON BEHALF OF A NOTEHOLDER 17

8 PAYMENTS IN RESPECT OF THE NOTES 17

9 INTEREST 18

10 REDEMPTION AND REPURCHASE OF THE NOTES 19

11 INFORMATION TO NOTEHOLDERS 23

12 GENERAL UNDERTAKINGS 25

13 FINANCIAL UNDERTAKINGS 28

14 ACCELERATION OF THE NOTES 29

15 DISTRIBUTION OF PROCEEDS 32

16 DECISIONS BY NOTEHOLDERS 33

17 AMENDMENTS AND WAIVERS 37

18 THE AGENT 38

19 THE ISSUING AGENT 41

20 THE CSD 42

21 NO DIRECT ACTIONS BY NOTEHOLDERS 42

22 PRESCRIPTION 42

23 COMMUNICATIONS AND PRESS RELEASES 43

24 FORCE MAJEURE 44

25 GOVERNING LAW AND JURISDICTION 44

SCHEDULES

FORM OF COMPLIANCE CERTIFICATE 45

FORM OF DISBURSEMENT NOTICE 46

SIGNATURES 48

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions

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

“**Account Bank**” means Nordea Bank Abp, filial i Sverige.

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

“**Accounting Principles**” means generally accepted accounting principles in Sweden (including IFRS).

“**Accrued PIK Interest**” means at any time, the sum of the PIK Interest [and/or New PIK Interest](#) accrued and capitalised pursuant to Clause 9.2.3 (*PIK Interest*) on each Note, less an amount equal to the PIK Interest [and/or New PIK Interest](#) accrued and capitalised on that Note and which has been repaid in connection with a partial prepayment of that Note pursuant to Clause 10.3 (*Voluntary partial redemption*).

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

“**Admission to Trading Failure Event**” means that (i) the Notes not are not admitted to trading on the sustainable bond list of Nasdaq Stockholm (or another Regulated Market) within the Admission to Trading Period, or (ii) following a successful admission to trading and subsequent de-listing of the Notes from on sustainable bond list of Nasdaq Stockholm (or another Regulated Market) the Notes are not re-admitted to trading listed by the date falling sixty (60) calendar days from the date of the de-listing.

“**Admission to Trading Period**” means one hundred twenty (120) calendar days from (and excluding) the First Issue Date.

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

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

“**Agent**” means Nordic Trustee & Agency AB (publ), Swedish Reg. No. 556882-1879, or another party replacing it, as Agent, in accordance with these Terms and Conditions.

“**Amendment Date**” means 6 April 2023.

“**Balance Sheet**” means, at any time, the balance sheet forming part of the latest consolidated audited financial statements of the Group.

“**Bridge Loan**” means a subordinated shareholder loan of at least SEK 50,000,000 that accrues only payment-in-kind interest and matures after the Extended Final Maturity Date.

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

“**Business Day Convention**” means:

- (a) from the First Issue Date to (and including) the Interest Rate Switch Date, 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; and
- (b) from (but excluding) the Interest Rate Switch Date, the first following day that is a Business Day.

“**Cash and Cash Equivalents**” has the meaning set forth in Clause 13.1.

“**Cash Interest**” means three (3) per cent. *per annum*.

“**Change of Control Event**” means, in relation to shares of the Issuer, an event or series of events resulting in:

- (a) one or more persons acting together, acquire control over the Issuer and where “control” means (a) acquiring or controlling, directly or indirectly, more than fifty (50) per cent. of the voting shares of the Issuer, or (b) the right to, directly or indirectly, appoint or remove the whole or a majority of the members of the board of directors of the Issuer; or
- (b) the Issuer at any time becomes delisted from Nasdaq First North or a Regulated Market.

“**Compliance Certificate**” means a certificate, in the form appended to these Terms and Conditions as Schedule 1 (*Form of Compliance Certificate*), signed by the Issuer certifying (a) that, so far as the Issuer is aware, no Event of Default is continuing or, if it is aware that such event is continuing, specifying the event and steps, if any, being taken to remedy it, (b) if provided in connection with a Financial Report being made available or following the request of the Agent, including relevant calculations and figures, and (c) if relevant, satisfaction of the Incurrence Test (if relevant) including relevant calculations and figures.

“**Contract Manufacturer**” means any third party entity, other than (i) Sunflare, (ii) any entity owned by, controlled by, or otherwise affiliated with, Sunflare, or (iii) any entity (directly or indirectly) owned by, controlled by, or otherwise affiliated with, the majority owners of the Issuer.

“**CSD**” means the Issuer’s central securities depository and registrar in respect of the Notes, Euroclear Sweden AB, Swedish Reg. No. 556112-8074, P.O. Box 191, 101 23 Stockholm, Sweden, or another party replacing it, as CSD, in accordance with these Terms and Conditions.

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

“**Debt Register**” means the debt register (*skuldbok*) kept by the CSD in respect of the Notes.

“**Disbursement Notice**” means a certificate, in form appended to these Terms and Conditions as Schedule 2 (*Form of Disbursement Notice*), signed by the Issuer (a) certifying that so far as it is aware no Event of Default is continuing, (b) including relevant calculations and figures regarding disbursement of Restricted Proceeds from the Escrow Account, and (c) including an instruction to disburse Restricted Proceeds to a bank account of the Issuer.

“**EBITDA**” has the meaning set forth in Clause 13.1.

“**Equity**” has the meaning set forth in Clause 13.1.

“**Equity Ratio**” has the meaning set forth in Clause 13.1.

“**Escrow Account**” means a bank account of the Issuer held with the Account Bank, into which the proceeds from the Initial Notes will be transferred and which has been pledged in favour of the Agent and the Noteholders (represented by the Agent) under the Escrow Account Pledge Agreement for the purpose of the arrangement specified in Clause 5 (*Escrow of Proceeds*).

“**Escrow Account Pledge Agreement**” means the pledge agreement entered into between the Issuer and the Agent in respect of a first priority pledge over the Escrow Account and all funds held on the Escrow Account from time to time, granted in favour of the Noteholders.

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

“**Extended Final Maturity Date**” means ~~25 April~~ 31 December 2026.

“**Finance Documents**” means:

- (a) the Terms and Conditions;
- (b) the Escrow Account Pledge Agreement; and
- (c) any other document designated by the Issuer and the Agent (on behalf of itself and the Noteholders) as a Finance Document.

“**Financial Indebtedness**” means:

- (a) moneys borrowed (including under any bank financing);
- (b) the amount of any liability in respect of any lease or hire purchase contract, a liability which would, in accordance with IFRS as applicable on the First Issue Date, be treated as a Balance Sheet liability;
- (c) receivables sold or discounted (other than on a non-recourse basis, provided that the requirements for de-recognition under the Accounting Principles are met);
- (d) any amount raised pursuant to any note purchase facility or the issue of any bond or note or similar instrument;

- (e) any other transaction (including the obligation to pay deferred purchase price) having the commercial effect of a borrowing or otherwise being classified as borrowing under the Accounting Principles;
- (f) the marked-to-market value of derivative transactions entered into in connection with protection against or benefit from fluctuation in any rate or price (if any actual amount is due as a result of a termination or a close-out, such amount shall be used instead);
- (g) counter-indemnity obligations in respect of guarantees or other instruments issued by a bank or financial institution; and
- (h) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (g) above.

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

“**Financial Report**” means the Group’s annual audited consolidated financial statements and quarterly interim unaudited consolidated reports.

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

“**First Issue Date**” means 25 April 2019.

“**Force Majeure Event**” has the meaning set forth in Clause 24.1.

“**Green Bond Framework**” means a green bond framework which is available on the website of the Issuer (originally dated 22 March 2019).

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

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

“**Incurrence Test**” means the test pursuant to Clause ~~13.3~~13.4 (*Incurrence Test*).

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

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

“**Insolvent**” means, in respect of a relevant person, that it is deemed to be insolvent pursuant to Chapter 1, Section 2 of the Swedish Bankruptcy Act (*konkurslagen (1987:672)*) (or its equivalent in any other jurisdiction), or admits inability to pay its debts as they fall due, in each case within the meaning of Chapter 2, Sections 7-9 of the Swedish Bankruptcy Act (or its equivalent in any other jurisdiction), suspends making payments on any of its debts or by reason of actual financial difficulties commences negotiations with its creditors (other than the Noteholders) with a view to rescheduling any of its indebtedness (including company reorganisation under the Swedish Company Reorganisation Act (*lag (1996:764) om företagsrekonstruktion*) (or its equivalent in any other jurisdiction)) or is subject to involuntary winding-up, dissolution or liquidation.

“**Interest**” means the interest on the Notes calculated in accordance with Clauses 9.1 and 9.2.

“**Interest Payment Date**” means 25 April, 25 July, 25 October and 25 January of each year or, to the extent such day is not a Business Day, the Business Day following from an application of the Business Day Convention. The first Interest Payment Date for the Notes shall be 25 July 2019 and the last Interest Payment Date shall be the relevant Redemption Date.

“**Interest Period**” means (i) in respect of the first Interest Period, the period from (but excluding) the First Issue Date to (and including) the first Interest Payment Date, and (ii) in respect of subsequent Interest Periods, the period from (but excluding) an Interest Payment Date to (and including) the next succeeding Interest Payment Date (or a shorter period if relevant).

“**Interest Rate**” means:

- (a) for the period from (but excluding) the First Issue Date to (and including) the Interest Rate Switch Date, STIBOR plus the Margin; ~~and~~
- (b) for the period from (but excluding) the Interest Rate Switch Date to (and including) the Second Interest Rate Switch Date, the Cash Interest and the PIK Interest; ~~and~~
- (c) for the period from (but excluding) the Second Interest Rate Switch Date, the New Cash Interest and New PIK Interest.

“**Interest Rate Switch Date**” means 25 April 2023.

“**Issue Date**” means the First Issue Date and any subsequent date when the issuance of Subsequent Notes takes place.

“**Issuer**” means Midsummer AB (publ), a public limited liability company incorporated under the laws of Sweden with Reg. No. 556665-7838.

“**Issuing Agent**” means, initially, Nordea Bank Abp, filial i Sverige and thereafter each other party appointed as Issuing Agent in accordance with these Terms and Conditions and the CSD Regulations.

“**Leverage Ratio**” has the meaning set forth in Clause 13.1.

“**Manufacturing Line**” means a turnkey manufacturing line for manufacturing of flexible solar cells constructed by the Issuer.

“**Margin**” means 8.50 per cent. *per annum*.

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

“**Material Adverse Effect**” means any event or series of events which, taking into account all the circumstances will have a material adverse effect on:

- (a) the consolidated business, assets or financial condition of the Group taken as a whole such that the Issuer would be unable to perform its payment obligations under these Terms and Conditions; or

- (b) subject to any legal reservations, the validity and enforceability of the Finance Documents to an extent which is materially adverse to the interests of the Noteholders and, if capable of remedy, is not remedied within twenty (20) Business Days of the earlier of (i) the Issuer becoming aware of the issue and (ii) the Issuer receiving written notice of the issue.

“**Net Debt**” has the meaning set forth in Clause 13.1.

“**Net Proceeds**” means the cash proceeds from the Notes Issue which, after deduction has been made for the Transaction Costs payable by the Issuer in connection with issuance of the Notes, shall be transferred to the Issuer or the Escrow Account and used in accordance with Clause 3 (*Use of Proceeds*).

“**New Cash Interest**” means five (5) per cent. per annum.

“**New PIK Interest**” means five (5) per cent. per annum.

“**Nominal Amount**” means in respect of each Note the Initial Nominal Amount, less the aggregate amount by which that Note has been redeemed in part pursuant to Clause 10.3 (*Voluntary partial redemption*) or 10.7 (*Optional Debt-to-Equity Swap*).

“**Nominal Interest Amount**” means an amount equal to the sum of (i) the Nominal Amount and (ii) the Accrued PIK Interest.

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

“**Note Issue**” means the issue of Notes by the Issuer pursuant to the Terms and Conditions.

“**Noteholder**” means the person who is registered as direct registered owner (*direktregistrerad ägare*) or nominee (*förvaltare*) in the Debt Register.

“**Noteholders’ Meeting**” means a meeting among the Noteholders held in accordance with Clauses 16.1 (*Request for a decision*), 16.2 (*Convening of Noteholders’ Meeting*) and 16.4 (*Majority, quorum and other provisions*).

“**Original Final Maturity Date**” means the date falling four (4) years after the First Issue Date (being 25 April 2023).

“**Optional Debt-to-Equity Swap**” has the meaning set forth in Clause 10.7.

“**Permitted Financial Indebtedness**” means:

- (a) incurred under the Initial Notes;
- (b) incurred by the Issuer if such Financial Indebtedness meets the Incurrence Test tested *pro forma* including such incurrence, and which:
 - (i) is incurred as a result of a Note Issue of Subsequent Notes under the Terms and Conditions; or
 - (ii) ranks *pari passu* or is subordinated to the obligations of the Issuer under the Terms and Conditions, and has a final redemption date or, when applicable,

early redemption dates or instalment dates which occur on or after the Extended Final Maturity Date,

in each case provided that no Event of Default is outstanding;

- (c) any Financial Indebtedness arising as a result of:
 - (i) a contemplated refinancing of Notes (in full or in part) (including, but not limited to, tender or exchange offers) provided that the relevant Notes are refinanced within 30 days from the date of incurring such Financial Indebtedness;
 - (ii) a contemplated refinancing of the Notes in full in accordance with Clause 10.4 (*Voluntary total redemption (call option)*) provided that the proceeds of such Financial Indebtedness are held in escrow until full repayment of the Notes; or
 - (iii) redemption of the Notes in full on the Extended Final Maturity Date provided that the proceeds of such Financial Indebtedness are held in escrow until full repayment of the Notes,
(a “**Refinancing**”);
- (d) between Group Companies (other than the Issuer);
- (e) incurred pursuant to any lease arrangements:
 - (i) related to any agreements under which the Issuer or any Group Company leases commercial property (*kommersiella fastigheter*) or other premises (including, but not limited to, parking lots and garages) provided that such Financial Indebtedness is incurred in the ordinary course of the Issuer’s business;
 - (ii) related to any agreements under which the Issuer or any Group Company leases cars on behalf, and for the benefit, of its employees; or
 - (iii) if not permitted by any of paragraphs (i) – (ii) above, up to a maximum individually or in the aggregate amount of SEK 1,000,000;
- (f) incurred in the ordinary course of business with suppliers of goods with a maximum duration of 90 days;
- (g) any guarantee issued by a Group Company to any of its trading partners in the ordinary course of business of a Group Company;
- (h) in the form of 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 in respect of an underlying liability in the ordinary course of business of a Group Company;
- (i) incurred under a SEK 8,000,000 loan from the Swedish Energy Agency (*Energimyndigheten*);
- (j) [the Bridge Loan](#);

- (k) senior unsecured Financial Indebtedness ranking *pari passu* with the Notes from AB Svensk Exportkredit (SEK), Exportkreditnämnden (EKN) or similar lenders; or
- (l) senior unsecured Financial Indebtedness ranking *pari passu* with the Notes from customers or business partners of the Group or similar lenders (excluding any bank or other financial institution), provided that (i) the aggregate outstanding principal amount under such loans does not exceed SEK 100,000,000 at any time (ii) any such loan according to its terms has a final redemption date or, when applicable, early redemption dates or instalment dates which occur on or after the Extended Final Maturity Date and (iii) the yield on any such loan does not exceed the yield on the Notes;
- (m) ~~(j)~~ non-speculative hedging transactions entered into in the ordinary course of business in connection with protection against interest rate or currency fluctuations; and
- (n) ~~(k)~~ if not permitted by any of paragraphs (a) – ~~(j)~~(m) above which does not in aggregate at any time exceed the higher of SEK 25,000,000 and 0.4x EBITDA of the Group pursuant to the most recent delivered Financial Report.

“**Permitted Security**” means:

- (a) Security provided in accordance with the Finance Documents;
- (b) any right of netting or set off over credit balances on bank accounts arising in the ordinary course of banking arrangements of the Group;
- (c) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any Group Company;
- (d) any lien arising by operation of law and in the ordinary course of trading;
- (e) any Security created in the form of a pledge over an escrow account to which the proceeds incurred in relation to a Refinancing are intended to be received (provided that only proceeds from the Refinancing shall stand to the credit of such account);
- (f) Security for Financial Indebtedness permitted by paragraph ~~(j)~~(m) of the definition of “Permitted Financial Indebtedness”; and
- (g) any Security securing indebtedness of the principal amount of which (when aggregated with the principal amount of any other indebtedness which has the benefit of Security given by any Group Company other than any permitted under paragraphs (a) to (f) above) does not in aggregate at any time exceed the higher of SEK 25,000,000 and 0.4x EBITDA of the Group pursuant to the most recent delivered Financial Report.

“**PIK Interest**” means ten (10) per cent. *per annum*.

“**PIK Interest Period**” means (i) in respect of the first PIK Interest Period, the period from (but excluding) the Original Final Maturity Date to (and including) the first anniversary of the Original Final Maturity Date, and (ii) in respect of subsequent PIK Interest Periods, the period from (but excluding) the relevant anniversary of the Original Final Maturity Date to

(and including) the next succeeding anniversary of the Original Final Maturity Date (or a shorter period if relevant).

“**Quarter Date**” means the last day of each calendar quarter of the Issuer’s financial year.

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

“**Record Date**” means the fifth (5) Business Day prior to (i) an Interest Payment Date, (ii) a Redemption Date, (iii) a date on which a payment to the Noteholders is to be made under Clause 15 (*Distribution of proceeds*), (iv) the date of a Noteholders’ Meeting, or (v) another relevant date, or in each case such other Business Day falling prior to a relevant date if generally applicable on the Swedish bond market.

“**Redemption Date**” means the date on which the relevant Notes are to be redeemed or repurchased in accordance with Clause 10 (*Redemption and repurchase of the Notes*).

“**Reference Banks**” means banks reasonably selected by the Issuing Agent.

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

“**Relevant Period**” means the twelve (12) month period ending on each Quarter Date.

“**Restricted Proceeds**” means an amount equal to the Net Proceeds from the [Note Issue of Initial Notes](#) ~~Issue~~ less the Unrestricted Proceeds.

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

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

“**Second Interest Rate Switch Date**” [means the effectiveness date of the Written Procedure initiated on 7 January 2025.](#)

“**Share Issue**” means the share issue with preferential rights for the Issuer’s existing shareholders raising gross proceeds of not less than SEK 150,000,000.

“**Share Issue Long-Stop Date**” means 31 July 2023.

“**STIBOR**” means:

- (a) the applicable percentage rate *per annum* displayed on Nasdaq Stockholm’s website for STIBOR fixing (or through another website replacing it) as of or around 11.00 a.m. on the Quotation Day for the offering of deposits in Swedish Kronor and for a period comparable to the relevant Interest Period;
- (b) if no rate as described in (a) is available for the relevant Interest Period, the rate determined by the Issuing Agent by interpolation between the two closest rates displayed on Nasdaq Stockholm’s website for STIBOR fixing (or through another

website replacing it) as of or around 11.00 a.m. on the Quotation Day for the offering of deposits in Swedish Kronor;

- (c) if no rate as described in (b) is available for the relevant Interest Period, the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Issuing Agent at its request quoted by the Reference Banks, for deposits of SEK 100,000,000 for the relevant period; or
- (d) if no quotation is available pursuant to paragraph (c), the interest rate which according to the reasonable assessment of the Issuing Agent best reflects the interest rate for deposits in Swedish Kronor offered in the Stockholm interbank market for the relevant period; and

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

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

“**Subsidiary**” means, in relation to any person, any Swedish or foreign legal entity (whether incorporated or not), which at the time is a subsidiary (*dotterföretag*) to such person, directly or indirectly, as defined in the Swedish Companies Act (*aktiebolagslagen (2005:551)*).

“**Sunflare**” means Sunflare, Inc. with California Corporate Number C3798950.

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

“**Total Assets**” has the meaning set forth in Clause 13.1.

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

“**Transaction Costs**” means all fees, costs and expenses incurred by the Issuer and any Group Company in connection with the issue of the Notes and the admission to trading of the Notes on the sustainable bond list of Nasdaq Stockholm (or any other Regulated Market, as applicable).

“**Unrestricted Proceeds**” means SEK 100,000,000.

“**Written Procedure**” means the written or electronic procedure for decision making among the Noteholders in accordance with Clauses 16.1 (*Request for a decision*), 16.3 (*Instigation of Written Procedure*) and 16.4 (*Majority, quorum and other provisions*).

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, request or guideline (whether or not having the force of law) of any governmental,

intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(d) 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 Swedish Kronor has been attained or broken, an amount in another currency shall be counted on the basis of the rate of exchange for such currency against Swedish Kronor for the previous Business Day, as published by the Swedish Central Bank (*Riksbanken*) on its website (www.riksbank.se). If no such rate is available, the most recently published rate shall be used instead.

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

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

2 STATUS OF THE NOTES

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

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

2.3 The initial nominal amount of each Initial Note is SEK 1,000,000 (the “**Initial Nominal Amount**”). The maximum aggregate nominal amount of the Initial Notes as at the First Issue Date is SEK 200,000,000. All Initial Notes are issued on a fully paid basis at an issue price of 100 per cent. of the Initial Nominal Amount.

2.4 Provided that (i) no Event of Default is continuing or would result from the expiry of a grace period, the giving of a notice, the making of any determination (or any combination of the foregoing) or from the relevant issue of Subsequent Notes and (ii) the Incurrence Test is met, the Issuer may, on one or several occasions provided that the Issuer meets the Incurrence Test, issue Subsequent Notes. Subsequent Notes shall benefit from and be subject to the Finance Documents, and, for the avoidance of doubt, the ISIN, the interest rate, the currency, the nominal amount and the final maturity applicable to the Initial Notes shall apply to Subsequent Notes. The issue price of the Subsequent Notes may be set at the Nominal Amount, a discount or a premium compared to the Nominal Amount. The maximum aggregate nominal amount of the Notes (the Initial Notes and all Subsequent Notes) may not exceed SEK 500,000,000 unless a consent from the Noteholders is obtained in accordance with Clause 16.4.2(a). Each Subsequent Note shall entitle its holder to Interest in accordance with Clause 9.2.2, and otherwise have the same rights as the Initial Notes.

- 2.5 The Notes constitute direct, general, unconditional, unsubordinated and unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among them and at least *pari passu* with all other direct, unconditional, unsubordinated and unsecured obligations of the Issuer, except obligations which are preferred by mandatory regulation and except as otherwise provided in the Finance Documents.
- 2.6 The Notes are freely transferable but the Noteholders may be subject to purchase or transfer restrictions with regard to the Notes, as applicable, under local regulation to which a Noteholder may be subject. Each Noteholder must ensure compliance with such restrictions at its own cost and expense.
- 2.7 No action is being taken in any jurisdiction that would or is intended to permit a public offering of the Notes or the possession, circulation or distribution of any document or other material relating to the Issuer or the Notes in any jurisdiction other than Sweden, where action for that purpose is required and as such the Notes have not been and will not be registered, and may be restricted, in United States, Australia, Japan, Canada, or in any other country where the offering, sale and delivery of the Notes may be restricted by law. Each Noteholder must inform itself about, and observe, any applicable restrictions to the transfer of material relating to the Issuer or the Notes.

3 USE OF PROCEEDS

- 3.1 The Unrestricted Proceeds from the Initial Notes shall be applied by the Issuer towards general corporate purposes in accordance with the Green Bond Framework.
- 3.2 The Restricted Proceeds from the Initial Notes shall initially be deposited in the Escrow Account. Upon release from the Escrow Account, the amount so released from the Escrow Account shall be applied by the Issuer towards general corporate purposes in accordance with the Green Bond Framework.
- 3.3 The Net Proceeds from a ~~Subsequent~~ Note Issue [of Subsequent Notes](#) may be applied by the Issuer towards general corporate purposes in accordance with the Green Bond Framework.

4 CONDITIONS FOR DISBURSEMENT

- 4.1 The Issuer shall provide to the Agent, no later than two (2) Business Days prior to the First Issue Date, the following:
- (a) copies of constitutional documents of the Issuer;
 - (b) copies of the necessary corporate resolutions (including authorisations) from the Issuer;
 - (c) the Terms and Conditions duly executed by the Issuer;
 - (d) the Escrow Account Pledge Agreement duly executed by the parties thereto and evidence that it is duly perfected;
 - (e) the Agency Agreement duly executed by the parties thereto; and
 - (f) a duly executed affiliation agreement made between the Issuer and the CSD and evidence that the Notes will be registered with the CSD.

- 4.2** The Issuer shall provide to the Agent, no later than two (2) Business Days prior to the Issue Date in respect of Subsequent Notes, the following:
- (a) copies of constitutional documents of the Issuer;
 - (b) copies of the necessary corporate resolutions (including authorisations) from the Issuer;
 - (c) a certificate from the Issuer confirming that no Event of Default is continuing or would result from the expiry of a grace period, the giving of a notice, the making of any determination (or any combination of the foregoing) or from the issue of the Subsequent Notes and evidencing that the Incurrence Test is met; and
 - (d) such other documents and information as is agreed between the Agent and the Issuer.
- 4.3** The Agent shall confirm to the Issuing Agent when it is satisfied that the conditions in Clause 4.1 or 4.2, as the case may be, have been fulfilled. The relevant Issue Date shall not occur unless (i) the Agent makes such confirmation or amends or waives such conditions in accordance with Clause 17 (*Amendments and waivers*) no later than one (1) Business Day prior to the relevant Issue Date, or (ii) the Issuing Agent and the Issuer agree to postpone the relevant Issue Date.
- 4.4** Following receipt by the Issuing Agent of a confirmation from the Agent pursuant to Clause 4.3 that:
- (a) the conditions in Clause 4.1 have been fulfilled, the Issuing Agent shall promptly transfer the Unrestricted Proceeds to the Issuer and the Restricted Proceeds to the Escrow Account; and
 - (b) the conditions in Clause 4.2 have been fulfilled, the Issuing Agent shall promptly transfer the Net Proceeds from the issue of the relevant Subsequent Notes to the Issuer.
- 4.5** The Agent does not review the documents and evidence referred to in Clause 4.1 or 4.2 from a legal or commercial perspective of the Noteholders. The Agent may assume that the documentation and evidence delivered to it pursuant to Clause 4.1 or 4.2 is accurate, legally valid, enforceable, correct, true and complete and the Agent does not have to verify or assess the contents of any such documentation.

5 ESCROW OF PROCEEDS

- 5.1** The Restricted Proceeds standing to the credit on the Escrow Account will be blocked and pledged by the Issuer in favour of the Noteholders under the Escrow Account Pledge Agreement.
- 5.2** The Issuer may request that Restricted Proceeds standing to the credit of the Escrow Account are disbursed to it by sending a Disbursement Notice to the Agent. The Issuer may in a Disbursement Notice request a disbursement from the Escrow Account of:
- (a) SEK 15,000,000 (or, if less, the amount standing to the credit of the Escrow Account) when a Manufacturing Line has been sold to a Contract Manufacturer (a “**Sold Manufacturing Line**”);

- (b) SEK 15,000,000 (or, if less, the amount standing to the credit of the Escrow Account) when four and a half months have passed from the date when a disbursement from the Escrow Account has been made in relation to a Sold Manufacturing Line pursuant to paragraph (a) above; or
- (c) SEK 15,000,000 (or, if less, the amount standing to the credit of the Escrow Account) after a Sold Manufacturing Line has been shipped from the Issuer.

5.3 The Agent's approval of disbursement of Restricted Proceeds from the Escrow Account is in each case only subject to that no Event of Default has occurred and is continuing and the Agent being satisfied that it has received a duly executed Disbursement Notice. When the Agent is satisfied that it has received the conditions precedent for disbursement set out in Clause 5.2 above, the Agent shall instruct the Account Bank to transfer the funds from the Escrow Account in accordance with the Disbursement Notice.

5.4 The Agent does not review the documents and evidence referred to in Clause 5.2 from a legal or commercial perspective of the Noteholders. The Agent may assume that the documentation delivered to it pursuant to Clause 5.2 is accurate, legally valid, enforceable, correct, true and complete unless it has actual knowledge that this is not the case, and the Agent does not have to verify the contents of any such documentation.

6 NOTES IN BOOK-ENTRY FORM

6.1 The Notes will be registered for the Noteholders on their respective Securities Accounts and no physical notes will be issued. Accordingly, the Notes will be registered in accordance with the Financial Instruments Accounts Act. Registration requests relating to the Notes shall be directed to an Account Operator. The Debt Register shall be conclusive evidence of the persons who are Noteholders and their holdings of Notes.

6.2 Those who according to assignment, Security, the provisions of the Swedish Children and Parents Code (*föräldrabalken (1949:381)*), conditions of will or deed of gift or otherwise have acquired a right to receive payments in respect of a Note shall register their entitlements to receive payment in accordance with the Financial Instruments Accounts Act.

6.3 The Issuer and the Agent shall at all times be entitled to obtain information from the Debt Register. At the request of the Agent, the Issuer shall promptly obtain such information and provide it to the Agent. 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.

6.4 The Issuer shall issue any necessary power of attorney to such persons employed by the Agent, as notified by the Agent, in order for such individuals to independently obtain information directly from the Debt Register. The Issuer may not revoke any such power of attorney unless directed by the Agent or unless consent thereto is given by the Noteholders.

6.5 The Issuer and the Agent may use the information referred to in Clauses 6.3 and 6.4 only for the purposes of carrying out their duties and exercising their rights in accordance with the Finance Documents and the Agency Agreement and shall not disclose such information to any Noteholder or third party unless necessary for such purposes.

7 RIGHT TO ACT ON BEHALF OF A NOTEHOLDER

- 7.1** If any person other than a Noteholder wishes to exercise any rights under the Finance Documents, it must obtain a power of attorney or other authorisation from the Noteholder or a successive, coherent chain of powers of attorney or authorisations starting with the Noteholder and authorising such person.
- 7.2** A Noteholder 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 Notes held by it. Any such representative may act independently under the Finance Documents in relation to the Notes for which such representative is entitled to represent the Noteholder.
- 7.3** The Agent shall only have to examine the face of a power of attorney or other authorisation that has been provided to it pursuant to Clause 7.2 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 Agent has actual knowledge to the contrary.

8 PAYMENTS IN RESPECT OF THE NOTES

- 8.1** Any payment or repayment under the Finance Documents, or any amount due in respect of a repurchase of any Notes requested by a Noteholder pursuant to these Terms and Conditions, shall be made to such person who is registered as a Noteholder on the Record Date prior to an Interest Payment Date or other relevant due date, or to such other person who is registered with the CSD on such Record Date as being entitled to receive the relevant payment, repayment or repurchase amount.
- 8.2** If a Noteholder has registered, through an Account Operator, that principal, interest or any other payment shall be deposited in a certain bank account, such deposits will be effected by the CSD on the relevant payment date. In other cases, payments will be transferred by the CSD to the Noteholder at the address registered with the CSD on the Record Date. Should the CSD, due to a delay on behalf of the Issuer or some other obstacle, not be able to effect payments as aforesaid, the Issuer shall procure that such amounts are paid to the persons who are registered as Noteholders on the relevant Record Date as soon as possible after such obstacle has been removed.
- 8.3** 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 ~~9.3~~[9.4](#) during such postponement.
- 8.4** If payment or repayment is made in accordance with this Clause 8, 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.
- 8.5** The Issuer is not liable to gross-up any payments under the Finance Documents by virtue of any withholding tax, public levy or the similar.

9 INTEREST

9.1 Interest to (and including) the Interest Rate Switch Date

9.1.1 Each Initial Note carries Interest at the Interest Rate applied to the Nominal Amount from (but excluding) the First Issue Date up to (and including) the Interest Rate Switch Date. Any Subsequent Note will carry Interest at the Interest Rate applied to the Nominal Amount from (but excluding) the Interest Payment Date falling immediately prior to its issuance (or the First Issue Date if there is no such Interest Payment Date) up to (and including) the Interest Rate Switch Date.

9.1.2 Interest accrues during an Interest Period. Payment of Interest in respect of the Notes shall be made to the Noteholders on each Interest Payment Date for the preceding Interest Period.

9.1.3 Interest shall be calculated on the basis of the actual number of days in the Interest Period in respect of which payment is being made divided by 360 (actual/360-days basis).

9.2 Interest from (but excluding) the Interest Rate Switch Date

9.2.1 Each Note concurrently carries Interest at:

- (a) the Cash Interest rate applied to the Nominal Amount; and
- (b) the PIK Interest rate applied to the Nominal Interest Amount,

from (but excluding) the Interest Rate Switch Date up to (and including) the relevant Redemption Date.

9.2.2 Cash Interest

9.2.2.1 Cash Interest accrues during an Interest Period. Payment of Cash Interest in respect of the Notes shall be made to the Noteholders on each Interest Payment Date for the preceding Interest Period.

9.2.2.2 Cash Interest shall be calculated on the basis of a 360-day year comprised of twelve (12) months of thirty (30) days each and, in case of an incomplete month, the actual number of days elapsed (30/360-days basis).

9.2.3 PIK Interest

9.2.3.1 PIK Interest accrues during a PIK Interest Period and shall be capitalised yearly on each anniversary of the Original Final ~~Repayment~~Maturity Date. Subject to Clause 9.2.3.4, all Accrued PIK Interest shall be paid in full on the Extended Final ~~Redemption~~Maturity Date.

9.2.3.2 PIK Interest shall be calculated on the basis of a 360-day year comprised of twelve (12) months of thirty (30) days each and, in case of an incomplete month, the actual number of days elapsed (30/360-days basis).

9.2.3.3 All Accrued PIK Interest and any PIK Interest accruing during the current PIK Interest Period shall become immediately payable if all amounts due in respect of the Notes shall be immediately due and payable under Clause 14 (*Acceleration of the Notes*) or if the Notes are redeemed in accordance with Clause 10 (*Redemption and repurchase of the Notes*).

9.2.3.4 For each PIK Interest Period, the Issuer shall calculate and provide information on the Nominal Interest Amount to the Agent where such information on calculation for [at the](#)

relevant PIK Interest Period shall be provided to the Agent each anniversary of the Original Final ~~Repayment~~Maturity Date. Before any redemption and/or partial prepayment of the Notes, the Issuer shall provide the CSD with such calculations, in accordance with the applicable rules and regulations of the CSD in order to establish with the CSD the correct amount to be redemption and/or partial prepayment of the Notes under these Terms and Conditions.

9.3 Interest from (but excluding) the Second Interest Rate Switch Date

9.3.1 Each Note concurrently carries Interest at:

(c) the New Cash Interest rate applied to the Nominal Amount; and

(d) the New PIK Interest rate applied to the Nominal Interest Amount,

from (but excluding) the Second Interest Rate Switch Date up to (and including) the relevant Redemption Date.

9.3.2 New Cash Interest

9.3.2.1 New Cash Interest accrues during an Interest Period. Payment of New Cash Interest in respect of the Notes shall be made to the Noteholders on each Interest Payment Date for the preceding Interest Period.

9.3.2.2 New Cash Interest shall be calculated on the basis of a 360-day year comprised of twelve (12) months of thirty (30) days each and, in case of an incomplete month, the actual number of days elapsed (30/360-days basis).

9.3.3 New PIK Interest

9.3.3.1 New PIK Interest accrues during a PIK Interest Period and shall be capitalised yearly on each anniversary of the Original Final Maturity Date. Subject to Clause 9.3.3.4, all Accrued PIK Interest shall be paid in full on the Extended Final Maturity Date.

9.3.3.2 New PIK Interest shall be calculated on the basis of a 360-day year comprised of twelve (12) months of thirty (30) days each and, in case of an incomplete month, the actual number of days elapsed (30/360-days basis).

9.3.3.3 All Accrued PIK Interest and any New PIK Interest accruing during the current PIK Interest Period shall become immediately payable if all amounts due in respect of the Notes shall be immediately due and payable under Clause 14 (Acceleration of the Notes) or if the Notes are redeemed in accordance with Clause 10 (*Redemption and repurchase of the Notes*).

9.3.3.4 For each PIK Interest Period, the Issuer shall calculate and provide information on the Nominal Interest Amount to the Agent where such information on calculation for the relevant PIK Interest Period shall be provided to the Agent each anniversary of the Original Final Maturity Date. Before any redemption and/or partial prepayment of the Notes, the Issuer shall provide the CSD with such calculations, in accordance with the applicable rules and regulations of the CSD in order to establish with the CSD the correct amount to be redemption and/or partial prepayment of the Notes under these Terms and Conditions.

9.4 ~~9.3~~ Default interest

If the Issuer fails to pay any amount payable by it under the Terms and Conditions on its due date, default interest shall accrue on the overdue amount from (but excluding) the due date up to (and including) the date of actual payment at a rate which is 200 basis points higher than the Interest Rate. The default interest shall not be capitalised but be payable to each person who was a Noteholder on the Record Date for the original due date. No default interest shall accrue where the failure to pay was solely attributable to the Agent or the CSD, in which case the Interest Rate shall apply instead.

10 REDEMPTION AND REPURCHASE OF THE NOTES

10.1 Redemption at maturity

The Issuer shall redeem all, but not some only, of the outstanding Notes in full on the Extended Final Maturity Date with an amount per Note equal to ~~108~~105 per cent. of the Nominal Amount together with accrued but unpaid Interest (including, for the avoidance of doubt, Accrued PIK Interest). If the Extended Final Maturity Date is not a Business Day, then the redemption shall occur on the first following Business Day.

10.2 Purchase of Notes by the Issuer

- 10.2.1 The Issuer may, subject to applicable regulations, at any time and at any price purchase Notes on the market or in any other way.
- 10.2.2 Notes held by the Issuer may at the Issuer's discretion be retained or sold but not cancelled (except in connection with redemption of the Notes in full).

10.3 Voluntary partial redemption

10.3.1 The Issuer may at one or more occasions make partial repayments of Notes in which case all outstanding Notes shall be partially repaid by way of reducing the outstanding Nominal Amount of each Note *pro rata* in accordance with the procedures of the CSD.

~~10.3.2~~ The repayment per Note shall equal:

- ~~(a)~~ the repaid percentage of the Nominal Amount (rounded down to the nearest SEK 1.00);₂
plus
- ~~(b)~~ a premium on the repaid amount of five (5) per cent. plus a premium on the repaid amount of:
- ~~(i) one (1.00) per cent. if repayment is made any time from and including the Original Final Maturity Date to, but excluding, the first Business Day falling twelve (12) months;~~
- ~~(ii) five (5.00) per cent. if repayment is made any time from and including the first Business Day falling twelve (12) months after the Original Final Maturity Date to, but excluding, the first Business Day falling twenty four (24) months after the Original Final Maturity Date; or~~

~~(iii) eight (8.00) per cent. if repayment is made any time from and including the first Business Day falling twenty four (24) months after the Original Final Maturity Date; plus~~

~~(e)~~ accrued but unpaid Interest (including, for the avoidance of doubt, Accrued PIK Interest) on the repaid amount.

10.3.3 Partial redemption in accordance with Clause 10.3.1 shall be made by the Issuer giving not less than fifteen (15) Business Days' notice to the Noteholders and the Agent, in each case calculated from the effective date of the notice. The notice from the Issuer shall specify the Redemption Date and also the Record Date on which a person shall be registered as a Noteholder to receive the amounts due on such Redemption Date. The notice is irrevocable but may, at the Issuer's discretion, contain one or more conditions precedent that shall be satisfied prior to the Record Date. Upon fulfilment of the conditions precedent (if any), the Issuer shall redeem each Note in part at the applicable amount pursuant to Clause 10.3.2 on the specified Redemption Date. The applicable amount shall be an even amount in Swedish Kronor and rounded down to the nearest SEK 1.

10.4 Voluntary total redemption (call option)

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

- (a) any time from and including the Amendment Date to, but excluding, the Original Final Maturity Date at a price per Note equal to 100 per cent. of the Nominal Amount together with accrued but unpaid Interest;
- (b) any time from and including the Original Final Maturity Date to, but excluding, the first Business Day falling twelve (12) months after the Original Final Maturity Date at a price per Note equal to 101 per cent. of the Nominal Amount together with accrued but unpaid Interest (including, for the avoidance of doubt, Accrued PIK Interest);
- (c) any time from and including the first Business Day falling twelve (12) months after the Original Final Maturity Date to, but excluding, the first Business Day falling twenty-four (24) months after the Original Final Maturity Date at a price per Note equal to 105 per cent. of the Nominal Amount together with accrued but unpaid Interest (including, for the avoidance of doubt, Accrued PIK Interest); and
- (d) any time from and including the first Business Day falling twenty-four (24) months after the Original Final Maturity Date to, but excluding, the Extended Final Maturity Date at a price per Note equal to ~~108~~105 per cent. of the Nominal Amount together with accrued but unpaid Interest (including, for the avoidance of doubt, Accrued PIK Interest).

10.4.2 Redemption in accordance with Clause 10.4.1 shall be made by the Issuer giving not less than fifteen (15) Business Days' notice and not more than thirty (30) Business Days' notice to the Noteholders and the Agent, in each case calculated from the effective date of the notice. The ~~Notice~~notice from the Issuer shall specify the Redemption Date and also the Record Date on which a person shall be registered as a Noteholder to receive the amounts due on such Redemption Date. The notice is irrevocable but may, at the Issuer's discretion,

contain one or more conditions precedent. Upon fulfilment of the conditions precedent (if any), the Issuer is bound to redeem the Notes in full at the applicable amount on the specified Redemption Date.

10.5 Early redemption due to illegality (call option)

10.5.1 The Issuer may redeem all, but not some only, of the outstanding Notes at an amount per Note equal to the Nominal Interest Amount together with accrued but unpaid and non-capitalised 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.

10.5.2 The Issuer may give notice of redemption pursuant to Clause 10.5.1 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 Noteholder to receive the amounts due on such Redemption Date. The Issuer shall redeem, the Notes in full at the applicable amount on the specified Redemption Date.

10.6 Mandatory repurchase due to a Change of Control Event or an Admission to Trading Failure Event (put option)

10.6.1 Upon the occurrence of a Change of Control Event, each Noteholder shall, during a period of twenty (20) Business Days from the effective date of a notice from the Issuer of the Change of Control Event pursuant to Clause 11.1.3 (after which time period such right shall lapse), have the right to request that all, or some only, of its Notes be repurchased at a price per Note equal to 101 per cent. of the Nominal Amount together with accrued but unpaid Interest (including, for the avoidance of doubt, Accrued PIK Interest). However, such period may not start earlier than upon the occurrence of the Change of Control Event.

10.6.2 Upon the occurrence of an Admission to Trading Failure Event, each Noteholder shall, during a period of twenty (20) Business Days from the effective date of a notice from the Issuer of the Admission to Trading Failure Event pursuant to Clause 10.1.3 (after which time period such right shall lapse), have the right to request that all, or some only, of its Notes be repurchased at a price per Note equal to 101 per cent. of the Nominal Amount together with accrued but unpaid Interest.

10.6.3 The notice from the Issuer pursuant to Clause 11.1.3 shall specify the period during which the right pursuant to Clause 10.6.1 or 10.6.2 may be exercised, the Record Date on which a person shall be registered as a Noteholder to receive interest and principal, the Redemption Date and include instructions about the actions that a Noteholder needs to take if it wants Notes held by it to be repurchased. If a Noteholder has so requested, and acted in accordance with the instructions in the notice from the Issuer, the Issuer shall, or shall procure that a person designated by the Issuer will, repurchase the relevant Notes and the repurchase amount shall fall due on the Redemption Date specified in the notice given by the Issuer pursuant to Clause 11.1.3. The Redemption Date must fall no later than forty (40) Business Days after the end of the period referred to in Clause 10.6.1 and 10.6.2.

10.6.4 If Noteholders representing more than 75 per cent. of the Adjusted Nominal Amount have requested that Notes held by them are repurchased pursuant to this Clause 10.6, the Issuer

may, no later than five (5) Business Days after the end of the period referred to in Clause 10.6.1 or 10.6.2, send a notice to the remaining Noteholders, if any, giving them a further opportunity to request that Notes held by them be repurchased on the same terms during a period of twenty (20) Business Days from the date such notice is effective. Such notice shall specify the Redemption Date, the Record Date on which a person shall be registered as a Noteholder to receive the amounts due on such Redemption Date and also include instructions about the actions that a Noteholder needs to take if it wants Notes held by it to be repurchased. If a Noteholder has so requested, and acted in accordance with the instructions in the notice from the Issuer, the Issuer shall, or shall procure that a person designated by the Issuer will, repurchase the relevant Notes and the repurchase amount shall fall due on the Redemption Date specified in the notice given by the Issuer pursuant to this Clause 10.6.4. The Redemption Date must fall no later than forty (40) Business Days after the end of the period of twenty (20) Business Days referred to in this Clause 10.6.4.

- 10.6.5 The Issuer shall comply with the requirements of any applicable securities regulations in connection with the repurchase of Notes. To the extent that the provisions of such regulations conflict with the provisions in this Clause 10.6, the Issuer shall comply with the applicable securities regulations and will not be deemed to have breached its obligations under this Clause 10.6 by virtue of the conflict.
- 10.6.6 Any Notes repurchased by the Issuer pursuant to this Clause 10.6 may at the Issuer's discretion be retained, sold or cancelled.
- 10.6.7 The Issuer shall not be required to repurchase any Notes pursuant to this Clause 10.6, if a third party in connection with the occurrence of a Change of Control Event or an Admission to Trading Failure Event offers to purchase the Notes in the manner and on the terms set out in this Clause 10.6 (or on terms more favourable to the Noteholders) and purchases all Notes validly tendered in accordance with such offer. If Notes tendered are not purchased within the time limits stipulated in this Clause 10.6, the Issuer shall repurchase any such Notes within five (5) Business Days after the expiry of the time limit.
- 10.6.8 No repurchase of Notes pursuant to this Clause 10.6 shall be required if the Issuer has given notice of a redemption pursuant to Clause 10.4 (*Voluntary total redemption (call option)*) provided that such redemption is duly exercised.

10.7 **Optional Debt-to-Equity Swap**

10.7.1 If the Issuer raises equity through one or more new share issues, in addition to the set-off of the Bridge Loan (via a rights issue or other means), the Issuer shall have the right to execute a second mandatory conversion of Notes until 31 May 2025 (the “Optional Debt-to-Equity Swap”) on a *pro rata* basis. This conversion may amount to up to 75 percent of the equity raised, subject to a maximum limit of SEK 130 million, less the set-off amount of the Bridge Loan.

10.7.2 The Optional Debt-to-Equity Swap shall correspond to 105 per cent. of the Nominal Amount and capitalised interest converted and 100 per cent. of the accrued but unpaid PIK interest converted. The set-off will be applied in the following order: firstly, capitalised and accrued but unpaid PIK interest on the Notes, and secondly, the nominal amount of the Notes.

- 10.7.3 The subscription price at the Optional Debt-to-Equity Swap will match the subscription price of the equity raised.
- 10.7.4 The Issuer will notify the Noteholders of the Optional Debt-to-Equity Swap by sending a notice at least five (5) Business Days in advance. This notice will specify the relevant record date for the Optional Debt-to-Equity Swap.
- 10.7.5 Following the Optional Debt-to-Equity Swap, the Nominal Amount of each Note shall be reduced *pro rata* in accordance with the subscription price specified in this Clause 10.7 and in compliance with the procedures of the CSD.
- 10.7.6 The Issuer shall comply with the requirements of any applicable securities regulations in connection with the Optional Debt-to-Equity Swap. To the extent that the provisions of such regulations conflict with the Optional Debt-to-Equity Swap, the Issuer shall comply with the applicable securities regulations and will not be deemed to have breached its obligations by virtue of the conflict.

11 INFORMATION TO NOTEHOLDERS

11.1 Information from the Issuer

- 11.1.1 The Issuer shall make the following information available to the Noteholders by way of press release and by publication on the website of the Issuer:
- (a) as soon as the same become available, but:
 - (i) prior to the admission to trading of the Notes, at the time required by applicable law; and
 - (ii) from and including the admission to trading of the Notes on a Regulated Market, in any event within four (4) months after the end of each financial year,
the annual audited consolidated financial statements of the Group;
 - (b) as soon as the same become available, but in any event within two (2) months after the end of each relevant interim period, the quarterly interim unaudited consolidated reports of the Group or, as applicable and at the frequency required by the applicable provisions of the Nasdaq Stockholm rulebook for issuers from time to time, the year-end report (*bokslutskommuniké*) for such period prepared in accordance with the Accounting Principles; and
 - (c) any other information required by the Swedish Securities Markets Act (*lag (2007:582) om värdepappersmarknaden*) and the rules and regulations of the Regulated Market on which the Notes are admitted to trading or listed.
- 11.1.2 The Issuer shall prepare the Financial Reports in accordance with the Accounting Principles and make them available in accordance with the applicable rules and regulations of Nasdaq Stockholm (or any other Regulated Market, as applicable) (as amended from time to time) and the Swedish Securities Market Act (*lag (2007:528) om värdepappersmarknaden*) (as amended from time to time).

- 11.1.3 The Issuer shall immediately notify the Noteholders and the Agent upon becoming aware of the occurrence of a Change of Control Event, an Admission to Trading Failure Event or if the Share Issue will not be consummated prior to or on the Share Issue Long-Stop Date. Such notice may be given in advance of the occurrence of a Change of Control Event and be conditional upon the occurrence of a Change of Control Event, if a definitive agreement is in place providing for such Change of Control Event. The Issuer shall provide the Agent with such further information as the Agent may request (acting reasonably) in writing following receipt of such notice.
- 11.1.4 The Issuer shall immediately notify the Agent (with full particulars) upon becoming aware of the occurrence of any event or circumstance which constitutes an Event of Default, or any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing) constitute an Event of Default, and shall provide the Agent with such further information as it may reasonably request in writing following receipt of such notice. Should the Agent not receive such information, the Agent is entitled to assume that no such event or circumstance exists or can be expected to occur, provided that the Agent does not have actual knowledge of such event or circumstance.
- 11.1.5 The Issuer shall:
- (a) on the earlier of when the financial statements pursuant to Clause 11.1.1 (i) are made available, or (ii) should have been made available;
 - (b) in connection with the incurrence of new Financial Indebtedness pursuant to the Incurrence Test; or
 - (c) within 20 days from the request of the Agent, submit to the Agent a Compliance Certificate

11.2 Information from the Agent

- 11.2.1 Subject to the restrictions of a non-disclosure agreement entered into by the Agent in accordance with Clause 11.2.2, the Agent is entitled to disclose to the Noteholders any document, information, event or circumstance directly or indirectly relating to the Issuer or the Notes. Notwithstanding the foregoing, the Agent may if it considers it to be beneficial to the interests of the Noteholders delay disclosure or refrain from disclosing certain information (save for that any delay in disclosing an Event of Default shall be dealt with in accordance with Clause 14.4 and 14.5).
- 11.2.2 If a committee representing the Noteholders' interests under the Finance Documents has been appointed by the Noteholders in accordance with Clause 16 (*Decisions by Noteholders*), the members of such committee may agree with the Issuer not to disclose information received from the Issuer, provided that it, in the reasonable opinion of such members, is beneficial to the interests of the Noteholders. The Agent shall be a party to such agreement and receive the same information from the Issuer as the members of the committee.

11.3 Information among the Noteholders

Subject to applicable regulations, the Agent shall promptly upon the reasonable request by a Noteholder forward by post any information from such Noteholder to the Noteholders which relates to the Notes. The Agent may require that the requesting Noteholder reimburses any costs or expenses incurred, or to be incurred, by it in doing so (including a reasonable fee for its work).

11.4 Availability of Finance Documents

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

11.4.2 The latest versions of the Finance Documents (other than the Terms and Conditions) not made available pursuant to Clause 11.4.1 shall be made available by the Agent during normal business hours to any person by way of email or at the office of the Agent. The Agent may require that the requesting person reimburses any costs or expenses incurred, or to be incurred, by it in doing so (including a reasonable fee for its work).

12 GENERAL UNDERTAKINGS

12.1 Distributions and other transactions

The Issuer shall not, and shall procure that no other Group Company will, (i) pay any dividends on shares, (ii) repurchase any of its own shares, (iii) redeem its share capital or other restricted equity (*bundet eget kapital*) with repayment to shareholders, (iv) repay principal or pay interest under any loans from shareholders or Affiliates, or (v) make other similar distributions or transfers of value (*värdeöverföringar*) within the meaning of the Swedish Companies Act to its shareholders or Affiliates (items (i)-(v) above are together and individually referred to as a “**Restricted Payment**”), provided however that any such Restricted Payment can be made (A) if made to the Issuer or a Group Company (on a *pro rata* basis if such Group Company is not directly or indirectly wholly-owned by the Issuer), (B) if it is made as a group contribution (*koncernbidrag*) to (i) the Issuer, provided that no cash is transferred or (ii) a Group Company (other than the Issuer), provided that no cash is transferred and that the Group Company receiving the group contribution makes a shareholders’ contribution (*ovillkorat aktieägartillskott*) in the same amount, and simultaneously with the group contribution, to the grantor of the group contribution, or (C) if made by a Group Company (other than the Issuer), to any Subsidiary of the Issuer (on a *pro rata* basis if to a Subsidiary that is not directly or indirectly wholly-owned by the Issuer).

12.2 Market Loans

12.2.1 Other than in the form of Subsequent Notes, the Issuer shall not, and shall procure that no other Group Companies:

- (a) issue any Market Loans with scheduled or intended redemption, in full or in part, before the Extended Final Maturity Date; or
- (b) create or permit to subsist any Security (including guarantees) in respect of Market Loans.

12.2.2 The Issuer shall procure that no other Group Company issues any Market Loan.

12.3 Financial Indebtedness

The Issuer shall not, and shall procure that none of the other Group Companies shall, incur any new, or maintain or prolong any existing, Financial Indebtedness, provided however that the Group Companies have a right to incur, maintain and prolong any Financial Indebtedness which constitutes Permitted Financial Indebtedness.

12.4 Negative pledge

The Issuer shall not, and shall procure that none of the other Group Companies, create or allow to subsist, retain, provide, extend or renew any guarantee or Security over any of its/their assets (present or future) to secure any Financial Indebtedness, provided however that each of the Group Companies has a right to create or allow to subsist, retain, provide, extend and renew any Permitted Security.

12.5 Dealings with related parties

The Issuer shall:

- (a) procure that each Group Company will, conduct all dealings with the management and the direct and indirect shareholders of the Group Companies and/or any affiliates of such management or direct and indirect shareholders, at arm's length terms; and
- (b) conduct all dealings with the management and the direct and indirect shareholders of the Issuer and/or any affiliates of such management or direct and indirect shareholders, at arm's length terms.

12.6 Disposal of assets

The Issuer shall not, and shall procure that no other Group Company shall, sell or otherwise dispose of any business, assets, operations or shares in Subsidiaries other than disposals:

- (a) between wholly-owned Group Companies (other than the Issuer);
- (b) in the ordinary course of trading of the disposing entity;
- (c) of obsolete and redundant assets;
- (d) in exchange for other assets comparable or superior as to type, value and quality; or
- (e) of any business, assets or shares in Subsidiaries not otherwise permitted by paragraphs (a) – (d) above, provided that that it does not have a Material Adverse Effect,

provided, in respect of paragraphs (b) – (e) above, that the transaction is carried out at fair market value and on arm's length terms. The Issuer shall upon request by the Agent, provide the Agent with any information relating to any disposal made pursuant to paragraph (e) above which the Agent deems necessary (acting reasonably).

12.7 Change of business

The Issuer shall procure that no substantial change is made to the general nature of the business of the Group (taken as a whole) from that carried on as at the First Issue Date.

12.8 Admission to trading of Notes

The Issuer shall (i) use its best efforts to ensure that the Initial Notes are admitted to trading on the sustainable bond list of Nasdaq Stockholm or, if such admission to trading is not possible to obtain or maintain, admitted to trading on another Regulated Market, in each case within the Admission to Trading Period, (ii) ensure that the Initial Notes (and any Subsequent Notes (as applicable)), once admitted to trading on the sustainable bond list of Nasdaq Stockholm (or any other Regulated Market, as applicable), continue being admitted to trading thereon but no longer than up to and including the last day on which the admission to trading reasonably can, pursuant to the then applicable regulations of Nasdaq Stockholm (or any other Regulated Market) and the CSD, subsist, and (iii) provided that the Initial Notes have been admitted to trading, ensure that, upon any Subsequent Notes issue, the volume of Notes is admitted to trading on the sustainable bond list of Nasdaq Stockholm (or any other Regulated Market, as applicable) promptly, and not later than thirty (30) days after the relevant Issue Date, is increased accordingly.

12.9 Pari Passu ranking

The Issuer shall ensure that its payment obligations under the Notes at all times rank at least *pari passu* with all its other direct, unconditional, unsubordinated and unsecured obligations, except for those obligations which are mandatorily preferred by law, and without any preference among them.

12.10 Intellectual property

The Issuer shall (and shall ensure that all other Group Companies) (i) preserve and maintain all intellectual property material to conduct the business of the Group, (ii) use reasonable endeavours to prevent infringement in any material respect of any intellectual property, and (iii) take all measures to ensure that intellectual property remains valid and in full force and effect, if failure to do so has or is reasonably likely to have a Material Adverse Effect.

12.11 Insurance

The Issuer shall (and shall ensure that each Group Company will) maintain adequate risk protection through insurances (including business interruption and third party risk insurance) on and in relation to its business and assets to the extent reasonably required on the basis of good business practice, taking into account, *inter alia*, the financial position of the Group and the nature of its operations. All insurances that are not in the form of self-insurance must be with reputable independent insurance companies or underwriters.

12.12 Compliance with laws

The Issuer shall, and shall procure that each other Group Company, (i) comply in all material respects with all laws and regulations applicable from time to time and (ii) obtain, maintain, and in all material respects comply with, the terms and conditions of any authorisation, approval, licence or other permit required for the business carried out by each Group Company.

12.13 Undertakings relating to the Agency Agreement

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

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

12.13.2 The Issuer and the Agent shall not agree to amend any provisions of the Agency Agreement without the prior consent of the Noteholders if the amendment would be detrimental to the interests of the Noteholders.

12.14 CSD related undertakings

The Issuer shall keep the Notes affiliated with a CSD and comply with all applicable CSD Regulations.

12.15 Board representation

12.15.1 For as long as any amounts remain outstanding under the Finance Documents, the Noteholders shall have the right to appoint one ordinary member to the Issuer's board of directors at each annual general meeting. The appointment is subject to the person being approved by the Issuer's nomination committee and meeting the necessary majority requirements at the general meeting.

12.15.2 If the person appointed by the Noteholders is not formally appointed as an ordinary member of the Issuer's board of directors for any reason, that person may instead be entitled to participate as an observer at all board meetings and related board activities. The Issuer shall ensure that the board observer is provided with all documentation and information made available to the board members.

12.15.3 Any board representative (either in the form of a director or observer) shall enter into a non-disclosure agreement together with the Agent for the purpose of agreeing not to disclose any information regarding the Group which such board representative obtains during its appointment. However, the board representative may share obtained information with the Agent if deemed relevant in order to determine if an Event of Default has occurred.

13 FINANCIAL UNDERTAKINGS

13.1 Definitions

“Cash and Cash Equivalents” means cash and cash equivalents of the Group in accordance with the Accounting Principles, as set forth in the latest consolidated financial statement of the Issuer.

“EBITDA” means operational earnings of the Group, before interest, taxes, depreciation and amortisation (without double counting) for any Relevant Period calculated in accordance with the Accounting Principles.

“**Equity**” means the sum of restricted equity (*bundet eget kapital*) and non-restricted equity (*fritt eget kapital*) of the Group, including any untaxed reserves (reduced by the applicable tax).

“**Equity Ratio**” means the ratio of Equity to Total Assets.

“**Leverage Ratio**” means the ratio of Net Debt to EBITDA.

“**Net Debt**” means on a Group consolidated basis:

- (a) the aggregate amount of all interest-bearing obligations (excluding Financial Indebtedness under Notes held by the Issuer) (including financial lease obligations which according to the Accounting Principles shall be treated as debt);

less:

- (b) (i) freely available cash in hand or at a bank and short-term, highly liquid investments that are immediately convertible to known amounts of cash and which are subject to an insignificant risk of changes in value, and (ii) an amount standing to the credit of the Escrow Account equal to the amount attributable to a Sold Manufacturing Line that the Issuer have, or will have, following meeting the criteria set out under paragraphs (b) and/or (c) of Clause 5.2), the right to request to be disbursed from the Escrow Account.

“**Total Assets**” means the total consolidated assets (*totala tillgångar*) of the Group calculated in accordance with the Accounting Principles.

13.2 Maintenance covenant

The Issuer shall ~~on the last date of each Relevant Period~~ ensure that the Equity Ratio is not less than twenty (20) per cent. as of the last date of each Relevant Period, commencing on 31 March 2026.

13.3 Minimum liquidity

The Issuer shall ensure that the Cash and Cash Equivalents are not less than SEK 10,000,000 on any Quarter Date, commencing on 31 December 2025.

13.4 ~~13.3~~ Incurrence Test

The Incurrence Test is met if the Leverage Ratio (adjusted in accordance with Clause 13.5 (*Calculation Adjustments*)) does not exceed 3.50:1 for the Relevant Period.

13.5 ~~13.4~~ Testing

13.5.1 ~~13.4.1~~ The Incurrence Test shall be applied in connection with the incurrence of Financial Indebtedness which requires the Incurrence Test to be met.

13.5.2 ~~13.4.2~~ The Leverage Ratio shall be calculated as follows:

- (a) the calculation shall be made as per a testing date falling on the date of the incurrence of the new Financial Indebtedness; and
- (b) the amount of Net Debt shall be measured on the relevant testing date so determined:
 - (i) but (in each case provided it is an interest bearing obligation) include the new Financial Indebtedness (and any Financial Indebtedness owed by any

entity acquired with such Financial Indebtedness) and exclude any Financial Indebtedness to the extent refinanced with the new Financial Indebtedness incurred; and

- (ii) be increased by any Permitted Financial Indebtedness for which the Leverage Ratio is tested,

however, any cash balance resulting from the incurrence of any new Financial Indebtedness shall not reduce the Net Debt.

13.6 ~~13.5~~ Calculation Adjustments

The figures for EBITDA for the Relevant Period as of the most recent Quarter Date (including when necessary, financial statements published before the First Issue Date) for which financial statements have been published shall be used, but adjusted so that:

- (a) entities or business acquired or disposed of by the Group during the Relevant Period, or after the end of the Relevant Period but before the relevant testing date, shall be included or excluded (as applicable), *pro forma*, for the entire Relevant Period; and
- (b) any entity or business to be acquired with the proceeds from new Financial Indebtedness shall be included, *pro forma*, for the entire Relevant Period (for the avoidance of doubt, EBITDA of any acquired entity shall be calculated in accordance with the definition of EBITDA).

14 ACCELERATION OF THE NOTES

14.1 The Agent is entitled to, and shall following a demand in writing from a Noteholder (or Noteholders) representing at least 50 per cent. of the Adjusted Nominal Amount (such demand shall, if made by several Noteholders, be made by them jointly) or following an instruction given pursuant to Clause 14.6, on behalf of the Noteholders (i) by notice to the Issuer, declare all, but not some only, of the outstanding Notes due and payable together with any other amounts payable under the Finance Documents, immediately or at such later date as the Agent determines, and (ii) exercise any or all of its rights, remedies, powers and discretions under the Finance Documents (including but not limited to applying the amount standing to the credit of the Escrow Account in accordance with Clause 15 (*Distribution of proceeds*)), if:

- (a) the Issuer does not pay on the due date any amount payable by it under the Finance Documents, unless the non-payment:
 - (i) is caused by technical or administrative error; and
 - (ii) is remedied within five (5) Business Days from the due date;
- (b) any of the financial undertakings set out in Clause 13 (*Financial undertakings*) is not complied with;
- (c) the Share Issue has not been consummated within twenty (20) Business Days of the Share Issue Long-Stop Date;

- (d) the Issuer does not comply with any terms of or acts in violation of the Finance Documents to which it is a party (other than those terms referred to in paragraphs (a) or (b) above), unless the non-compliance:
 - (i) is capable of remedy; and
 - (ii) is remedied within fifteen (15) Business Days of the earlier of the Agent giving notice and the Issuer becoming aware of the non-compliance;
- (e) any Finance Document becomes invalid, ineffective or varied (other than in accordance with the provisions of the Finance Documents), and such invalidity, ineffectiveness or variation has a detrimental effect (directly or indirectly) on the interests of the Noteholders or the Agent;
- (f) any:
 - (i) Financial Indebtedness of a Group Company is not paid when due nor within any originally applicable grace period (if there is one) or is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described); or
 - (ii) commitment for a Financial Indebtedness of any Group Company is cancelled or suspended by a creditor as a result of an event of default however described,

provided however that the amount of Financial Indebtedness referred to under items (i) to (ii) above, individually or in the aggregate exceeds an amount corresponding to SEK 10,000,000;
- (g) (i) the Issuer or any Group Company is, or is deemed for the purposes of any applicable law to be, Insolvent, or (ii) a moratorium is declared in respect of the Financial Indebtedness of the Issuer or any Group Company;
- (h) any corporate action, legal proceedings or other procedures are taken (other than (A) proceedings or petitions which are being disputed in good faith and are discharged, stayed or dismissed within thirty (30) calendar days of commencement or, if earlier, the date on which it is advertised and (B), in relation to a Group Company (other than the Issuer), solvent liquidations) in relation to:
 - (i) the suspension of payments, winding-up, dissolution, administration or reorganisation (*företagsrekonstruktion*) (by way of voluntary agreement, scheme of arrangement or otherwise) of the Issuer or any Group Company;
 - (ii) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of the Issuer or any Group Company or any of its assets; or
 - (iii) any analogous procedure or step is taken in any jurisdiction in respect of the Issuer or any Group Company.
- (i) any expropriation, attachment, sequestration, distress or execution, or any analogous process in any jurisdiction, affects any asset of a Group Company having an

aggregate value exceeding SEK 10,000,000 and is not discharged within thirty (30) calendar days;

- (j) a decision is made that (i) any Group Company shall be merged or demerged into a company which is not a Group Company, unless the Agent has given its consent in writing prior thereto or such merger or demerger would have been allowed pursuant to Clause 12.6 (*Disposal of assets*), or (ii) the Issuer shall be merged with any other person, or is subject to a demerger, with the effect that the Issuer is not the surviving entity; or
- (k) the Issuer or any Group Company suspends or ceases (or threatens to suspend or cease) to carry on all or substantially all of its business (except if due to a permitted disposal as stipulated in Clause 12.6 (*Disposal of assets*)).

- 14.2** The Agent may not accelerate the Notes in accordance with Clause 14.1 by reference to a specific Event of Default if it is no longer continuing or if it has been decided, on a Noteholders Meeting or by way of a Written Procedure, to waive such Event of Default (temporarily or permanently).
- 14.3** The Issuer shall immediately notify the Agent (with full particulars) upon becoming aware of the occurrence of any event or circumstance which constitutes an Event of Default, or any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing) constitute an Event of Default, and shall provide the Agent with such further information as it may reasonably request in writing following receipt of such notice.
- 14.4** The Agent shall notify the Noteholders of an Event of Default within five (5) Business Days of the date on which the Agent received actual knowledge of that an Event of Default has occurred and is continuing. The Agent shall always be entitled to take the time necessary to consider whether an occurred event constitutes an Event of Default.
- 14.5** The Agent shall, within twenty (20) Business Days of the date on which the Agent received actual knowledge of that an Event of Default has occurred and is continuing, decide if the Notes shall be so accelerated. If the Agent decides not to accelerate the Notes, the Agent shall promptly seek instructions from the Noteholders in accordance with Clause 16 (*Decisions by Noteholders*).
- 14.6** If the Noteholders instruct the Agent to accelerate the Notes, the Agent shall promptly declare the Notes due and payable and take such actions as may, in the opinion of the Agent, be necessary or desirable to enforce the rights of the Noteholders under the Finance Documents, unless the relevant Event of Default is no longer continuing.
- 14.7** If the right to accelerate the Notes 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 acceleration to be deemed to exist.

14.8 In the event of an acceleration of the Notes in accordance with this Clause 14, the Issuer shall redeem all Notes at an amount equal to the redemption amount specified in Clause 10.4.1, as applicable considering when the acceleration occurs.

15 DISTRIBUTION OF PROCEEDS

15.1 All payments by the Issuer relating to the Notes and the Finance Documents following an acceleration of the Notes in accordance with Clause 14 (*Acceleration of the Notes*) and any amount standing to the credit of the Escrow Account shall be distributed in the following order of priority, in accordance with the instructions of the Agent:

- (a) *first*, in or towards payment pro rata of (i) all unpaid fees, costs, expenses and indemnities payable by the Issuer to the Agent in accordance with the Agency Agreement and the Finance Documents (other than any indemnity given for liability against the Noteholders), (ii) other costs, expenses and indemnities relating to the acceleration of the Notes, or the protection of the Noteholders' rights as may have been incurred by the Agent, (iii) any costs incurred by the Agent for external experts that have not been reimbursed by the Issuer in accordance with Clause 18.2.6, and (iv) any costs and expenses incurred by the Agent in relation to any waiver or amendment of a Finance Document or a Noteholders' Meeting or a Written Procedure that have not been reimbursed by the Issuer in accordance with Clause 16.4.11, together with default interest in accordance with Clause ~~9.39.4~~ on any such amount calculated from the date it was due to be paid or reimbursed by the Issuer;
- (b) *secondly*, in or towards payment *pro rata* of accrued but unpaid Interest under the Notes (Interest due on an earlier Interest Payment Date to be paid before any Interest due on a later Interest Payment Date);
- (c) *thirdly*, in or towards payment *pro rata* of any unpaid principal under the Notes; and
- (d) *fourthly*, in or towards payment *pro rata* of any other costs or outstanding amounts unpaid under the Finance Documents, including default interest in accordance with Clause 8.4 on delayed payments of Interest and repayments of principal under the Notes.

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

15.2 If a Noteholder or another party has paid any fees, costs, expenses or indemnities referred to in Clause 15.1(a), such Noteholder or other party shall be entitled to reimbursement by way of a corresponding distribution in accordance with Clause 15.1(a).

15.3 Funds that the Agent receives (directly or indirectly) in connection with the acceleration of the Notes constitute escrow funds (*redovisningsmedel*) and must be held on a separate bank account on behalf of the Noteholders and the other interested parties. The Agent shall arrange for payments of such funds in accordance with this Clause 15 as soon as reasonably practicable.

15.4 If the Issuer or the Agent shall make any payment under this Clause 15, the Issuer or the Agent, as applicable, shall notify the Noteholders of any such payment at least ten (10) Business Days

before the payment is made. The ~~Notice~~notice from the Issuer shall specify the Redemption Date and also the Record Date on which a person shall be registered as a Noteholder to receive the amounts due on such Redemption Date. Notwithstanding the foregoing, for any Interest due but unpaid, the Record Date specified in Clause 8.1 shall apply.

16 DECISIONS BY NOTEHOLDERS

16.1 Request for a decision

- 16.1.1 A request by the Agent for a decision by the Noteholders on a matter relating to the Finance Documents shall (at the option of the Agent) be dealt with at a Noteholders' Meeting or by way of a Written Procedure.
- 16.1.2 Any request from the Issuer or a Noteholder (or Noteholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount (such request shall, if made by several Noteholders, be made by them jointly) for a decision by the Noteholders on a matter relating to the Finance Documents shall be directed to the Agent and dealt with at a Noteholders' Meeting or by way a Written Procedure, as determined by the Agent. The person requesting the decision may suggest the form for decision making, but if it is in the Agent's opinion more appropriate that a matter is dealt with at a Noteholders' Meeting than by way of a Written Procedure, it shall be dealt with at a Noteholders' Meeting.
- 16.1.3 The Agent may refrain from convening a Noteholders' Meeting or instigating a Written Procedure if (i) the suggested decision must be approved by any person in addition to the Noteholders and such person has informed the Agent that an approval will not be given, or (ii) the suggested decision is not in accordance with applicable regulations.
- 16.1.4 The Agent shall not be responsible for the content of a notice for a Noteholders' Meeting or a communication regarding a Written Procedure unless and to the extent it contains information provided by the Agent.
- 16.1.5 Should the Agent not convene a Noteholders' Meeting or instigate a Written Procedure in accordance with these Terms and Conditions, without Clause 16.1.3 being applicable, the Issuer or the Noteholder(s) requesting a decision by the Noteholders may convene such Noteholders' Meeting or instigate such Written Procedure, as the case may be, instead. The Issuer or the Issuing Agent shall upon request provide the Issuer or the convening Noteholder(s) with the information available in the Debt Register in order to convene and hold the Noteholders' Meeting or instigate and carry out the Written Procedure, as the case may be. The Issuer or Noteholder(s), as applicable, shall supply to the Agent a copy of the dispatched notice or communication.
- 16.1.6 Should the Issuer want to replace the Agent, it may (i) convene a Noteholders' Meeting in accordance with Clause 16.2 (*Convening of Noteholders' Meeting*) or (ii) instigate a Written Procedure by sending communication in accordance with Clause 16.3 (*Instigation of Written Procedure*). After a request from the Noteholders pursuant to Clause 18.4.3, the Issuer shall no later than ten (10) Business Days after receipt of such request (or such later date as may be necessary for technical or administrative reasons) convene a Noteholders' Meeting in accordance with Clause 16.2. The Issuer shall inform the Agent before a notice for a Noteholders' Meeting or communication relating to a Written Procedure where the Agent is

proposed to be replaced is sent and supply to the Agent a copy of the dispatched notice or communication.

- 16.1.7 Should the Issuer or any Noteholder(s) convene a Noteholders' Meeting or instigate a Written Procedure pursuant to Clause 16.1.5 or 16.1.6, then the Agent shall no later than five (5) Business Days' prior to dispatch of such notice or communication be provided with a draft thereof. The Agent may further append information from it together with the notice or communication, provided that the Agent supplies such information to the Issuer or the Noteholder(s), as the case may be, no later than one (1) Business Day prior to the dispatch of such notice or communication.

16.2 Convening of Noteholders' Meeting

- 16.2.1 The Agent shall convene a Noteholders' Meeting by way of notice to the Noteholders as soon as practicable and in any event no later than five (5) Business Days after receipt of a complete notice from the Issuer or the Noteholder(s) (or such later date as may be necessary for technical or administrative reasons).
- 16.2.2 The notice pursuant to Clause 16.2.1 shall include (i) time for the meeting, (ii) place for the meeting, (iii) a specification of the Record Date on which a person must be registered as a Noteholder in order to be entitled to exercise voting rights, (iv) a form of power of attorney, and (v) the agenda for the meeting. The background, reasons and contents of each proposal as well as any applicable conditions and conditions precedent shall be specified in the notice. If a proposal concerns an amendment to any Finance Document, such proposed amendment must always be set out in detail. Should prior notification by the Noteholders be required in order to attend the Noteholders' Meeting, such requirement shall be included in the notice.
- 16.2.3 The Noteholders' Meeting shall be held no earlier than ten (10) Business Days and no later than thirty (30) Business Days after the effective date of the notice.
- 16.2.4 Without amending or varying these Terms and Conditions, the Agent may prescribe such further regulations regarding the convening and holding of a Noteholders' Meeting as the Agent may deem appropriate. Such regulations may include a possibility for Noteholders to vote without attending the meeting in person.

16.3 Instigation of Written Procedure

- 16.3.1 The Agent shall instigate a Written Procedure by way of sending a communication to the Noteholders as soon as practicable and in any event no later than five (5) Business Days after receipt of a complete communication from the Issuer or the Noteholder(s) (or such later date as may be necessary for technical or administrative reasons).
- 16.3.2 A communication pursuant to Clause 16.3.1 shall include (i) a specification of the Record Date on which a person must be registered as a Noteholder in order to be entitled to exercise voting rights, (ii) instructions and directions on where to receive a form for replying to the request (such form to include an option to vote yes or no for each request) as well as a form of power of attorney, and (iii) the stipulated time period within which the Noteholder must reply to the request (such time period to last at least ten (10) Business Days and not longer than thirty (30) Business Days from the effective date of the communication pursuant to

Clause 16.3.1). The background, reasons and contents of each proposal as well as any applicable conditions and conditions precedent shall be specified in the notice. If a proposal concerns an amendment to any Finance Document, such proposed amendment must always be set out in detail. If the voting is to be made electronically, instructions for such voting shall be included in the communication.

- 16.3.3 If so elected by the person requesting the Written Procedure and provided that it is also disclosed in the communication pursuant to Clause 16.3.1, when consents from Noteholders representing the requisite majority of the total Adjusted Nominal Amount pursuant to Clauses 16.4.2 and 16.4.3 have been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clause 16.4.2 or 16.4.3, as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

16.4 Majority, quorum and other provisions

- 16.4.1 Only a Noteholder, or a person who has been provided with a power of attorney or other authorisation pursuant to Clause 7 (*Right to act on behalf of a Noteholder*) from a Noteholder:

- (a) on the Business Day specified in the notice pursuant to Clause 16.2.2, in respect of a Noteholders' Meeting, or
- (b) on the Business Day specified in the communication pursuant to Clause 16.3.2, in respect of a Written Procedure,

may exercise voting rights as a Noteholder at such Noteholders' Meeting or in such Written Procedure, provided that the relevant Notes are included in the Adjusted Nominal Amount. Each whole Note entitles to one vote and any fraction of a Note voted for by a person shall be disregarded. Such Business Day specified pursuant to paragraph (a) or (b) above must fall no earlier than one (1) Business Day after the effective date of the notice or communication, as the case may be.

- 16.4.2 The following matters shall require the consent of Noteholders representing at least sixty six and two thirds ($66\frac{2}{3}$) per cent. of the Adjusted Nominal Amount for which Noteholders are voting at a Noteholders' Meeting or for which Noteholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 16.3.2:

- (a) the issue of any Subsequent Notes, if the total nominal amount of the Notes exceeds, or if such issue would cause the total nominal amount of the Notes to at any time exceed, SEK 500,000,000 (for the avoidance of doubt, for which consent shall be required at each occasion such Subsequent Notes are issued);
- (b) a change to the terms of any of Clause 2.1, and Clauses 2.5 to 2.7;
- (c) a change to the Interest Rate or the Nominal Amount;
- (d) a change to the terms of Clause 5.2;
- (e) a change to the terms for the distribution of proceeds set out in Clause 15 (*Distribution of proceeds*);

- (f) a change to the terms dealing with the requirements for Noteholders' consent set out in this Clause 16.4 (*Majority, quorum and other provisions*);
 - (g) a change of issuer, an extension of the tenor of the Notes or any delay of the due date for payment of any principal or interest on the Notes;
 - (h) a mandatory exchange of the Notes for other securities; and
 - (i) early redemption of the Notes, other than upon an acceleration of the Notes pursuant to Clause 14 (*Acceleration of the Notes*) or as otherwise permitted or required by these Terms and Conditions.
- 16.4.3 Any matter not covered by Clause 16.4.2 shall require the consent of Noteholders representing more than 50 per cent. of the Adjusted Nominal Amount for which Noteholders are voting at a Noteholders' Meeting or for which Noteholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 16.3.2. This includes, but is not limited to, any amendment to, or waiver of, the terms of any Finance Document that does not require a higher majority (other than an amendment permitted pursuant to Clause 17.1(a) or (c)), an acceleration of the Notes.
- 16.4.4 Quorum at a Noteholders' Meeting or in respect of a Written Procedure only exists if a Noteholder (or Noteholders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount in case of a matter pursuant to Clause 16.4.2, and otherwise twenty (20) per cent. of the Adjusted Nominal Amount:
- (a) if at a Noteholders' Meeting, attend the meeting in person or by other means prescribed by the Agent pursuant to Clause 16.2.4 (or appear through duly authorised representatives); or
 - (b) if in respect of a Written Procedure, reply to the request.
- 16.4.5 If a quorum exists for some but not all of the matters to be dealt with at a Noteholders' Meeting or by a Written Procedure, decisions may be taken in the matters for which a quorum exists.
- 16.4.6 If a quorum does not exist at a Noteholders' Meeting or in respect of a Written Procedure, the Agent or the Issuer shall convene a second Noteholders' Meeting (in accordance with Clause 16.2.1) or initiate a second Written Procedure (in accordance with Clause 16.3.1), as the case may be, provided that the person(s) who initiated the procedure for Noteholders' consent has confirmed that the relevant proposal is not withdrawn. For the purposes of a second Noteholders' Meeting or second Written Procedure pursuant to this Clause 16.4.6, the date of request of the second Noteholders' Meeting pursuant to Clause 16.2.1 or second Written Procedure pursuant to Clause 16.3.1, as the case may be, shall be deemed to be the relevant date when the quorum did not exist. The quorum requirement in Clause 16.4.4 shall not apply to such second Noteholders' Meeting or Written Procedure.
- 16.4.7 Any decision which extends or increases the obligations of the Issuer or the Agent, or limits, reduces or extinguishes the rights or benefits of the Issuer or the Agent, under the Finance Documents shall be subject to the Issuer's or the Agent's consent, as applicable.

- 16.4.8 A Noteholder holding more than one Note need not use all its votes or cast all the votes to which it is entitled in the same way and may in its discretion use or cast some of its votes only.
- 16.4.9 The Issuer may not, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any owner of Notes (irrespective of whether such person is a Noteholder) for or as inducement to any consent under these Terms and Conditions, unless such consideration is offered to all Noteholders that consent at the relevant Noteholders' Meeting or in a Written Procedure within the time period stipulated for the consideration to be payable or the time period for replies in the Written Procedure, as the case may be.
- 16.4.10 A matter decided at a duly convened and held Noteholders' Meeting or by way of Written Procedure is binding on all Noteholders, irrespective of them being present or represented at the Noteholders' Meeting or responding in the Written Procedure. The Noteholders that have not adopted or voted for a decision shall not be liable for any damages that this may cause the Issuer or the other Noteholders.
- 16.4.11 All costs and expenses incurred by the Issuer or the Agent for the purpose of convening a Noteholders' Meeting or for the purpose of carrying out a Written Procedure, including reasonable fees to the Agent, shall be paid by the Issuer.
- 16.4.12 If a decision is to be taken by the Noteholders on a matter relating to the Finance Documents, the Issuer shall promptly at the request of the Agent provide the Agent with a certificate specifying the number of Notes owned by Group Companies or (to the knowledge of the Issuer) Affiliates as per the Record Date for voting, irrespective of whether such person is a Noteholder. The Agent shall not be responsible for the accuracy of such certificate or otherwise be responsible for determining whether a Note is owned by a Group Company or an Affiliate.
- 16.4.13 Information about decisions taken at a Noteholders' Meeting or by way of a Written Procedure shall promptly be sent by notice to each person registered as a Noteholder on the date referred to in Clause 16.4.1(a) or 16.4.1(b), as the case may be, and also be published on the websites of the Issuer and the Agent, provided that a failure to do so shall not invalidate any decision made or voting result achieved. The minutes from the relevant Noteholders' Meeting or Written Procedure shall at the request of a Noteholder be sent to it by the Issuer or the Agent, as applicable.

17 AMENDMENTS AND WAIVERS

17.1 The Issuer and the Agent (acting on behalf of the Noteholders) may agree in writing to amend and waive any provision in a Finance Document or any other document relating to the Notes, provided that the Agent is satisfied that such amendment or waiver:

- (a) is not detrimental to the interest of the Noteholders as a group;
- (b) is made solely for the purpose of rectifying obvious errors and mistakes;
- (c) is required by any applicable regulation, a court ruling or a decision by a relevant authority; or

- (d) has been duly approved by the Noteholders in accordance with Clause 16 (*Decisions by Noteholders*) and it has received any conditions precedent specified for the effectiveness of the approval by the Noteholders.

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

17.3 The Agent shall promptly notify the Noteholders of any amendments or waivers made in accordance with Clause 17.1, setting out the date from which the amendment or waiver will be effective, and ensure that any amendments to the Finance Documents are published in the manner stipulated in Clause 11.4 (*Availability of Finance Documents*). The Issuer shall ensure that any amendments to the Finance Documents are duly registered with the CSD and each other relevant organisation or authority.

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

18 THE AGENT

18.1 Appointment of the Agent

- 18.1.1 By subscribing for Notes, each initial Noteholder appoints the Agent to act as its agent in all matters relating to the Notes and the Finance Documents, and authorises the Agent to act on its behalf (without first having to obtain its consent, unless such consent is specifically required by these Terms and Conditions) in any legal or arbitration proceedings relating to the Notes held by such Noteholder, including the winding-up, dissolution, liquidation, company reorganisation (*företagsrekonstruktion*) or bankruptcy (*konkurs*) (or its equivalent in any other jurisdiction) of the Issuer. By acquiring Notes, each subsequent Noteholder confirms such appointment and authorisation for the Agent to act on its behalf.
- 18.1.2 Each Noteholder shall immediately upon request provide the Agent with any such documents, including a written power of attorney (in form and substance satisfactory to the Agent), that the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents. The Agent is under no obligation to represent a Noteholder which does not comply with such request.
- 18.1.3 The Issuer shall promptly upon request provide the Agent with any documents and other assistance (in form and substance satisfactory to the Agent), that the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents.
- 18.1.4 The Agent 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 Agency Agreement and the Agent's obligations as Agent under the Finance Documents are conditioned upon the due payment of such fees and indemnifications.
- 18.1.5 The Agent may act as agent or trustee for several issues of securities issued by or relating to the Issuer and other Group Companies notwithstanding potential conflicts of interest.

18.2 Duties of the Agent

- 18.2.1 The Agent shall represent the Noteholders in accordance with the Finance Documents, including, *inter alia*, holding the Security created pursuant to the Escrow Account Pledge Agreement on behalf of the Noteholders and, where relevant, enforcing the Security created under the Escrow Account Pledge Agreement on behalf of the Noteholders.
- 18.2.2 When acting pursuant to the Finance Documents, the Agent is always acting with binding effect on behalf of the Noteholders. The Agent is never acting as an advisor to the Noteholders or the Issuer. Any advice or opinion from the Agent does not bind the Noteholders or the Issuer. The Agent is not responsible for the content, valid execution, legal validity, perfection or enforceability of the Finance Documents.
- 18.2.3 When acting pursuant to the Finance Documents, the Agent shall carry out its duties with reasonable care and skill in a proficient and professional manner.
- 18.2.4 The Agent shall treat all Noteholders equally and, when acting pursuant to the Finance Documents, act with regard only to the interests of the Noteholders 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.
- 18.2.5 The Agent 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 Noteholders or the Issuer. The Agent shall however remain liable for any actions of such parties if such parties are performing duties of the Agent under the Finance Documents.
- 18.2.6 The Issuer shall on demand by the Agent pay all costs for external experts engaged by it (i) after the occurrence of an Event of Default, (ii) for the purpose of investigating or considering (A) an event or circumstance which the Agent reasonably believes is or may lead to an Event of Default or (B) a matter relating to the Issuer or the Finance Documents which the Agent reasonably believes may be detrimental to the interests of the Noteholders under the Finance Documents, and (iii) in connection with any Noteholders' Meeting or Written Procedure, or (iv) 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 Agent from external experts engaged by it for the purpose of carrying out its duties under the Finance Documents shall be distributed in accordance with Clause 15 (*Distribution of proceeds*).
- 18.2.7 The Agent shall, as applicable, enter into agreements with the CSD, and comply with such agreement and the CSD Regulations applicable to the Agent, as may be necessary in order for the Agent to carry out its duties under the Finance Documents.
- 18.2.8 Other than as specifically set out in the Finance Documents, the Agent shall not be obliged to monitor (i) whether any Event of Default has occurred, (ii) the performance, default or any breach by the Issuer or any other party of its obligations under the Finance Documents, or (iii) whether any other event specified in any Finance Document has occurred. Should the Agent not receive such information, the Agent is entitled to assume that no such event or

circumstance exists or can be expected to occur, provided that the Agent does not have actual knowledge of such event or circumstance.

- 18.2.9 Notwithstanding any other provision of the Finance Documents to the contrary, the Agent is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any regulation.
- 18.2.10 If in the Agent's reasonable opinion the cost, loss or liability which it may incur (including reasonable fees to the Agent) in complying with instructions of the Noteholders, or taking any action at its own initiative, will not be covered by the Issuer or the Noteholders (as applicable), the Agent may refrain from acting in accordance with such instructions, or taking such action, until it has received such funding or indemnities (or adequate Security has been provided therefore) as it may reasonably require.
- 18.2.11 The Agent shall give a notice to the Noteholders (i) before it ceases to perform its obligations under the Finance Documents by reason of the non-payment by the Issuer of any fee or indemnity due to the Agent under the Finance Documents or the Agency Agreement or (ii) if it refrains from acting for any reason described in Clause 18.2.10.

18.3 Liability for the Agent

- 18.3.1 The Agent will not be liable to the Noteholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its negligence or wilful misconduct. The Agent shall never be responsible for indirect or consequential loss.
- 18.3.2 The Agent shall not be considered to have acted negligently if it has acted in accordance with advice from or opinions of reputable external experts provided to the Agent or if the Agent has acted with reasonable care in a situation when the Agent considers that it is detrimental to the interests of the Noteholders to delay the action in order to first obtain instructions from the Noteholders.
- 18.3.3 The Agent shall not be liable for any delay (or any related consequences) in crediting an account with an amount required pursuant to the Finance Documents to be paid by the Agent to the Noteholders, provided that the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.
- 18.3.4 The Agent shall have no liability to the Issuer or the Noteholders for damage caused by the Agent acting in accordance with instructions of the Noteholders given in accordance with the Finance Documents.
- 18.3.5 Any liability towards the Issuer which is incurred by the Agent in acting under, or in relation to, the Finance Documents shall not be subject to set-off against the obligations of the Issuer to the Noteholders under the Finance Documents.

18.4 Replacement of the Agent

- 18.4.1 Subject to Clause 18.4.6, the Agent may resign by giving notice to the Issuer and the Noteholders, in which case the Noteholders shall appoint a successor Agent at a

Noteholders' Meeting convened by the retiring Agent or by way of Written Procedure initiated by the retiring Agent.

- 18.4.2 Subject to Clause 18.4.6, if the Agent is Insolvent, the Agent shall be deemed to resign as Agent and the Issuer shall within ten (10) Business Days appoint a successor Agent which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.
- 18.4.3 A Noteholder (or Noteholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount may, by notice to the Issuer (such notice shall, if given by several Noteholders, be given by them jointly), require that a Noteholders' Meeting is held for the purpose of dismissing the Agent and appointing a new Agent. The Issuer may, at a Noteholders' Meeting convened by it or by way of Written Procedure initiated by it, propose to the Noteholders that the Agent be dismissed and a new Agent appointed.
- 18.4.4 If the Noteholders have not appointed a successor Agent within ninety (90) days after (i) the earlier of the notice of resignation was given or the resignation otherwise took place or (ii) the Agent was dismissed through a decision by the Noteholders, the Issuer shall within thirty (30) days thereafter appoint a successor Agent which shall be an independent financial institution or other reputable company.
- 18.4.5 The retiring Agent shall, at its own cost, make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.
- 18.4.6 The Agent's resignation or dismissal shall only take effect upon the appointment of a successor Agent and acceptance by such successor Agent of such appointment and the execution of all necessary documentation to effectively substitute the retiring Agent.
- 18.4.7 Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents but shall remain entitled to the benefit of the Finance Documents and remain liable under the Finance Documents in respect of any action which it took or failed to take whilst acting as Agent. Its successor, the Issuer and each of the Noteholders shall have the same rights and obligations amongst themselves under the Finance Documents as they would have had if such successor had been the original Agent.
- 18.4.8 In the event that there is a change of the Agent in accordance with this Clause 18.4, the Issuer shall execute such documents and take such actions as the new Agent may reasonably require for the purpose of vesting in such new Agent the rights, powers and obligation of the Agent and releasing the retiring Agent from its further obligations under the Finance Documents and the Agency Agreement. Unless the Issuer and the new Agent agree otherwise, the new Agent shall be entitled to the same fees and the same indemnities as the retiring Agent.

19 THE ISSUING AGENT

- 19.1** 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 Notes. The Issuing Agent shall be a commercial bank or securities institution approved by the CSD.

19.2 The Issuing Agent may retire from its assignment or be dismissed by the Issuer, provided that the Issuer has approved that a commercial bank or securities institution approved by the CSD accedes as new Issuing Agent at the same time as the old Issuing Agent retires or is dismissed. If the Issuing Agent is Insolvent, the Issuer shall immediately appoint a new Issuing Agent, which shall replace the old Issuing Agent as issuing agent in accordance with these Terms and Conditions.

19.3 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 Notes.

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

20 THE CSD

20.1 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 Notes.

20.2 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 Noteholder or the admission to trading of the Notes on the Regulated Market. The replacing CSD must be authorised to professionally conduct clearing operations pursuant to the Swedish Securities Markets Act (*lag (2007:528) om värdepappersmarknaden*) and be authorised as a central securities depository in accordance with the Financial Instruments Accounts Act.

21 NO DIRECT ACTIONS BY NOTEHOLDERS

21.1 A Noteholder may not take any steps whatsoever against the Issuer to enforce or recover any amount due or owing to it pursuant to the Finance Documents, or to initiate, support or procure the winding-up, dissolution, liquidation, company reorganisation (*företagsrekonstruktion*) or bankruptcy (*konkurs*) (or its equivalent in any other jurisdiction) of the Issuer in relation to any of the obligations and liabilities of the Issuer under the Finance Documents. Such steps may only be taken by the Agent.

21.2 Clause 21.1 shall not apply if the Agent has been instructed by the Noteholders in accordance with the Finance Documents to take certain actions but fails for any reason to take, or is unable to take (for any reason other than a failure by a Noteholder to provide documents in accordance with Clause 18.1.2), 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 of any fee or indemnity due to the Agent under the Finance Documents or the Agency Agreement or by any reason described in Clause 18.2.10, such failure must continue for at least forty (40) Business Days after notice pursuant to Clause 18.2.11 before a Noteholder may take any action referred to in Clause 21.1.

21.3 The provisions of Clause 20.1 shall not in any way limit an individual Noteholder's right to claim and enforce payments which are due to it under Clause 10.6 (*Mandatory repurchase due to a Change of Control Event or an Admission to Trading Failure Event (put option)*) or other payments which are due by the Issuer to some but not all Noteholders.

22 PRESCRIPTION

22.1 The right to receive repayment of the principal of the Notes shall be prescribed and become void ten (10) years from the Redemption Date. The right to receive payment of interest (excluding any capitalised interest) shall be prescribed and become void three (3) years from the relevant due date for payment. The Issuer is entitled to any funds set aside for payments in respect of which the Noteholders' right to receive payment has been prescribed and has become void.

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

23 COMMUNICATIONS AND PRESS RELEASES

23.1 Communications

23.1.1 Any notice or other communication to be made under or in connection with the Finance Documents:

- (a) if to the Agent, shall be given at the address specified on its website www.nordictrustee.com on the Business Day prior to dispatch or, if sent by email by the Issuer, to the email address notified by the Agent to the Issuer from time to time;
- (b) if to the Issuer, shall be given at the address specified on its website www.midsummer.se on the Business Day prior to dispatch or, if sent by email by the Agent, to the email address notified by the Issuer to the Agent from time to time; and
- (c) if to the Noteholders, shall be given at their addresses as registered with the CSD, on a date selected by the sending person which falls no more than five (5) Business Days prior to the date on which the notice or communication is sent, and by either courier delivery (if practically possible) or letter for all Noteholders. A ~~Notice~~[notice](#) to the Noteholders shall also be published on the websites of the Issuer and the Agent.

23.1.2 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 Issuer and the Agent, by email, and will only be effective, in case of courier or personal delivery, when it has been left at the address specified in Clause 23.1.1, in case of letter, three (3) Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 23.1.1, or, in case of email, when received in readable form by the email recipient.

23.1.3 Any notice or other communication pursuant to the Finance Documents shall be in English. However, financial reports pursuant to Clause 11.1.1(a) and (b) may be in Swedish or English.

23.1.4 Failure to send a notice or other communication to a Noteholder or any defect in it shall not affect its sufficiency with respect to other Noteholders.

23.2 Press releases

23.2.1 Any notice that the Issuer or the Agent shall send to the Noteholders pursuant to Clauses 10.4 (*Voluntary total redemption (call option)*), 10.5 (*Early redemption due to illegality (call option)*), [10.7 \(Optional Debt-to-Equity Swap\)](#), 11.1.3, 14.3, 16.2.1, 16.3.1, 16.4.13 and 17.3 shall also be published by way of press release by any of the Issuer or the Agent, as applicable.

23.2.2 In addition to Clause 23.2.1, if any information relating to the Notes or the Group contained in a notice the Agent may send to the Noteholders under these Terms and Conditions has not already been made public by way of a press release, the Agent shall before it sends such information to the Noteholders give the Issuer the opportunity to issue a press release containing such information. If the Issuer does not promptly issue a press release and the Agent considers it necessary to issue a press release containing such information before it can lawfully send a notice containing such information to the Noteholders, the Agent shall be entitled to issue such press release.

24 FORCE MAJEURE

24.1 Neither the Agent nor the Issuing Agent shall be held responsible for any damage arising out of any legal enactment, or any measure taken by a public authority, or war, strike, lockout, boycott, blockade, 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 Agent or the Issuing Agent itself takes such measures, or is subject to such measures.

24.2 Should a Force Majeure Event arise which prevents the Agent or the Issuing Agent from taking any action required to comply with these Terms and Conditions, such action may be postponed until the obstacle has been removed.

24.3 The provisions in this Clause 24 apply unless they are inconsistent with the provisions of the Financial Instruments Accounts Act which provisions shall take precedence.

25 GOVERNING LAW AND JURISDICTION

25.1 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.

25.2 The Issuer submits to the non-exclusive jurisdiction of the City Court of Stockholm (*Stockholms tingsrätt*). The submission to the jurisdiction of the City Court of Stockholm shall however not limit the right of the Agent (or the Noteholders, as applicable) to take proceedings against the Issuer in any court which may otherwise exercise jurisdiction over the Issuer or any of its assets.

SCHEDULE 1 FORM OF COMPLIANCE CERTIFICATE

To: Nordic Trustee & Agency AB (publ)

From: Midsummer AB (publ)

Date: [date]

Dear Sirs,

Terms and Conditions for Midsummer AB (publ)
Up to SEK 500,000,000 senior unsecured floating, fixed and PIK interest
rate green notes (the “Terms and Conditions”)

1. We refer to 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.
2. This ~~compliance certificate~~Compliance Certificate relates to:
Test date: [DATE]
Relevant Period: [PERIOD]
3. [We confirm that the Equity Ratio for the Relevant Period was not less than 20 per cent.]¹
4. [We confirm that the Cash and Cash Equivalents for the relevant Quarter Date were not less than SEK 10,000,000.]²
[Item ~~4~~⁵ below shall only be included if the incurrence test pursuant to Clause ~~13.3~~^{13.4} (Incurrence test) is to be reported]
5. ~~4.~~^{4.} [We confirm that the Leverage Ratio for the Relevant Period does not exceed 3.50:1.]
6. ~~5.~~^{5.} We confirm that no Event of Default has occurred. *[If this statement cannot be made, the certificate should identify any Event of Default that has occurred and the steps taken to remedy it.]*

Please find calculations of the financial covenants reported in this Compliance Certificate, together with the figures on which such calculations are based, attached hereto.

[Copies of our latest annual audited consolidated financial statements of the Group and the annual audited unconsolidated financial statements of the Issuer, are published on our website www.midsummer.se.]

[Copies of our latest quarterly interim unaudited consolidated reports of the Group and the quarterly interim unaudited consolidated reports of the Issuer, are published on our website www.midsummer.se.]

Yours faithfully,

¹ [The first testing date is set for 31 March 2026.](#)

² [The first testing date is set for 31 December 2025.](#)

MIDSUMMER AB (PUBL)

Name:

Name:

SCHEDULE 2
FORM OF DISBURSEMENT NOTICE

To: Nordic Trustee & Agency AB (publ)
From: Midsummer AB (publ)
Date: [date]

Dear Sirs,

Terms and Conditions for Midsummer AB (publ)
Up to SEK 500,000,000 senior unsecured floating, fixed and PIK interest
rate green notes (the “Terms and Conditions”)

1. We refer to the Terms and Conditions. This is a Disbursement Notice. Terms defined in the Terms and Conditions have the same meaning when used in this Disbursement Notice.
2. We confirm that:
 - (a) We have sold [number] Manufacturing Line[s].
 - (b) Four and a half months have passed from the date when a disbursement from the Escrow Account was been made in relation to [number] of Sold Manufacturing Line[s] pursuant to a Disbursement Notice dated [date].
 - (c) We have shipped [number] of Sold Manufacturing Line[s].
3. We confirm that (i) we have not previously requested disbursement from the Escrow Account in relation to the Manufacturing Line[s] or the event confirmed in item 2 above, and (ii) no Event of Default has occurred.
4. Based on the above, we request that SEK [amount] is disbursed from the Escrow Account and transferred to our bank account with number [bank account number] with [name of bank].
5. This Disbursement Notice is irrevocable.

Yours faithfully,
MIDSUMMER AB (PUBL)

Name: Name: _____

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

Place:

Date: ~~6 April 2023~~

MIDSUMMER AB (publ)

as ~~issuer~~Issuer

Name:

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

Place:

Date: ~~6 April 2023~~

NORDIC TRUSTEE & AGENCY AB (publ)

as Agent

Name:

RISK FACTORS

Schedule 4

RISK FACTORS

The purpose of this section is to allow the Noteholders to assess the risks associated with the proposed transactions and make an informed decision. Capitalised terms not otherwise defined herein shall have the meanings assigned to them in the Amended and Restated Terms and Conditions of the Notes.

Should any of these risks or uncertainties materialise, the Group's business, operating results, and financial position could be materially and adversely affected, which in turn may impact the Company's ability to meet its interest payments and principal repayments under the Terms and Conditions.

This section outlines various risk factors, including general risks related to the Group's business operations and specific risks associated with the proposed transactions. Noteholders are strongly encouraged to carefully review this information and conduct an independent evaluation before voting in the Written Procedure.

RISK FACTORS SPECIFIC AND MATERIAL TO THE COMPANY AND THE GROUP

Risks relating to the Group's business and industry

Critical liquidity needs that pose a risk to the Group's survival

Midsummer is a Swedish solar energy company that manufactures, sells and installs solar roofs and also develops and markets equipment for the production of thin film solar cells. The solar cells are of CIGS technology and thin, light, flexible, discreet and with a minimal carbon footprint compared with other solar panels. The Company's business plan has in the past relied on continued expansion, with such expansion being financed by way of corporate bonds and rights issues, as well as obtaining financial support from e.g. governmental entities. The delay in the disbursement of previously approved financial support from the Italian Agency for Inward Investment and Economic Development ("**Invitalia**") has however placed the Company in a position where it urgently requires new capital by the end of January to support its operations, meet financial obligations, and ensure business continuity.

A liquidity injection of approximately SEK 65 million is necessary to bridge the anticipated liquidity gap until mid-2025, when the financial support is expected to be received. Provided that the Company receives a bridge loan the liquidity needs are not deemed as critical, although a recapitalisation is still deemed to be necessary for Midsummer's survival. The recapitalisation and need for additional equity in 2025 is further described under risk factor "*Liquidity risks that jeopardise the Group's long-term survival and hinder the sustained growth of its operations*" below.

To address the critical liquidity need, the Group has secured a loan from certain shareholders. This loan includes a conversion feature that allows the debt to be converted into shares under specific terms and conditions. While this loan provides short-term liquidity, there is no assurance that it will be sufficient to meet the Group's ongoing capital needs. In addition, the conversion of the shareholder loan into equity may result in significant dilution of existing shareholders' interests, which could negatively impact shareholder value and the Group's ability to achieve its long-term objectives.

The Noteholders should carefully consider the Group's liquidity position and the inherent risks associated with its dependency on external funding before voting in the Written Procedure.

Risks related to production capacity and ability to meet customer demand

A successful recapitalisation of the Group is also dependent upon a continued demand for the Company's Swedish-made lightweight solar panels. However, the Group's ability to deliver solar panels is constrained by the production capacity available for the Group. For example, during the third quarter of 2024, the sales of solar roofs increased by 31 per cent. compared to the third quarter of 2023. However, as the Company's production capacity does not yet match the demand for its products, delivery times are currently around three to nine months (depending on type of panels and order volume), which limits the sales capacity for Midsummer. Consequently, the Group's sales of Midsummer WAVE, Midsummer SLIM and Midsummer BOLD has been, and continues to be, constrained by the Group's limited production capacity.

The Group's annual production capacity is 2 MW at the Company's factory in Järfälla, Sweden, and up to 50 MW at the Group's factory in Bari, Italy. However, utilising the full capacity of 50 MW would require an expansion of the Italian facility. In order to meet demand for its products, the Group plans to further increase production capacity, including by establishing a large-scale manufacturing facility, currently planned to be located in Flen, Sweden, with a production capacity of up to 200 MW. Such expansion will need to be financed by external sources, and Midsummer may not be able to receive any external financing on favourable terms or at all. It should especially be noted that, as further described under risk factor "*Risks relating to financial support, subsidies and governmental policies and regulations*" below, the Flen facility was originally intended to be co-financed by a grant from the Swedish Energy Agency (sw. *Energimyndigheten*). The grant application from the Swedish Energy Agency has however been rejected, and the Company currently does not have access to, or been granted, any alternative financing necessary to construct the Flen facility. Further, the rental agreement related to the Flen facility is conditional upon receiving a grant from the EU Innovation Fund no later than 31 March 2025, which in turn is conditional on procuring the necessary co-financing, and there is no guarantee that the condition will be fulfilled in time or that the long-stop date is extended. Should this occur, there can be no assurances that the Company will be able to rent or purchase any alternative property on commercially reasonable terms, or at all. This could hinder the Group's ability to meet demand for its products, potentially resulting in a material adverse effect on the Group's turnover and prospects.

In light of the above, the Group's intended growth may, for different reasons, hinder Midsummer from adequately fulfilling its delivery undertakings or executing planned expansions, which could result in deteriorating customer relationships and reduced profitability. All of these events could have a material adverse effect on the Company's turnover, prospects, results of operations and financial condition.

Risks of not maintaining adequate inventory levels

The Group's operations depend on maintaining adequate inventory levels of critical raw materials and components required for the production of its products. However, due to the current financial strain faced by the Group, the Italian subsidiary has, for example, been unable to build up sufficient stock of these essential materials. This shortage has directly impacted its ability to achieve desirable production capacity, significantly constraining its output and limiting its ability to meet customer demand and secure new orders. As a result, the Group's sales performance has been affected, creating a ripple effect on its revenue generation and overall financial health. This shortfall in production and sales not only undermines the Group's current profitability but also weakens its competitive position in the market. Inadequate inventory levels and reduced production capacity can erode customer trust, damage relationships with key clients, and hinder the Group's ability to establish new partnerships. Moreover, the inability to fulfil orders in a timely manner risks to damage the Group's reputation as a reliable supplier of solar panels, further reducing

its prospects for future growth. If these challenges persist, the Group's long-term ability to scale its operations, improve market share, and achieve financial stability will be severely compromised.

Reliance on suppliers and the delivery of intermediate goods, technical components and raw materials

To maintain profitability, foster strong customer relationships, achieve sufficient delivery security and be a stable supplier of high-quality products, the Group depends on the timely delivery and installation of ordered products that meet the required quality standards. Should the suppliers fail to deliver and install ordered products, prioritise supply to competitors or be unable to deliver due to macroeconomic and geopolitical factors, as further described under the risk factor "*Macroeconomic and geopolitical risks*", it could have a negative effect on the Group's ability to maintain delivery reliability and profitability for the products it sells.

The Group is also dependent on the suppliers being able to deliver a number of intermediate products, technical components and raw material for the production of solar cells. For example, in its production the Group uses certain key components like sputter power supplies, diodes and other vacuum and electrical components. From time to time when there is a boom in the semiconductor equipment market, components like diodes and other components can experience long lead times. These components are difficult to replace. Certain customized components are only available from a single supplier or a limited number of suppliers. If such suppliers cease or suspend the production of, or otherwise fail to supply, such components, there is a risk that Midsummer will be unable to obtain these components for a certain period of time, which would have a material negative impact on Midsummer's ability to manufacture a certain type or category of products. For example, the Group's sourcing of non-critical electrical components, where the Group at one time experienced that a sub-supplier relocated its factory and as a consequence caused unannounced delays in deliveries which in turn caused production halts and re-scheduling in the production of the Group's equipment production. Supply of intermediate goods, technical components and raw materials may also be limited by, amongst other things, container shortage, political decisions, natural disasters, military conflicts or other extraordinary situations. If the availability of certain components or raw materials decrease there is a risk that the price of such components or raw materials increase which in turn would lead to an increase in the production costs for the Group.

As a consequence of any of the events exemplified above, situations may arise where certain materials become difficult or impossible to obtain or where shortage arise which may have the effect that products essential for the Group cannot be delivered to the extent desired and the current levels of the Group's production and delivery times may therefore be difficult to maintain or cease completely. To mitigate such risks, the Group employs a dual-source strategy. However, the Group's volume orders are generally smaller compared to those of its competitors, making it challenging to maintain strong relationships with multiple suppliers. As a result, the Group may be forced to rely on a single supplier, increasing its vulnerability to the risks described above.

Dependence on partnerships and co-operations within the production, distribution and installation processes

An integral aspect of the Group's operations and business model is collaboration with various parties involved in production, distribution, and installation processes. For example, the Company has entered into a non-binding memorandum of understanding with Saab, regarding a potential long-term partnership in Thailand. The specifics of the partnership and its associated activities will be determined in consultation

with the relevant authorities in Thailand. However, the process has not yet commenced, and there is no guarantee that the partnership will yield profitability for the Group. There is also a risk that the co-operation pursuant to this memorandum of understanding, such as other framework agreements, non-binding letters of intent and memorandum of understanding (or any other binding or non-binding agreements Midsummer has entered into) will not proceed at all, that the terms for such co-operations are adversely changed or that any of said co-operations are terminated. For example, Saab may not purchase products to expected quantities or at all, which, among other things, could cause a situation where the production capacity of the Group's factories is not being used, or where the Group invests resources into planned expansions which do not materialise.

Further, the Group's partners, including potential collaborators such as Saab, may fail to meet their commitments, or external factors could compromise their ability to deliver quality results on time. If any of these risks materialise, the Group's ability to manage daily operations effectively and sustain profitability could be significantly affected.

Risks relating to competition

The industry in which the Group operates is characterised by constant and rapid developments in technology, science and know-how, and there are several operators within the market of solar cells and production equipment who use similar or different types of technologies than the Group. For example, Perovskite tandem solar cells (where a layer of perovskite is placed on top of a Si-solar cell) have proven highly efficient in laboratories, and the Group is researching Si/CIGS tandem solar cells with a targeted efficiency of 30 per cent. Some companies have also developed light weight solar panels based on fragile Si-solar cells. If the demand for light weight solar cells produced in Europe decreases in the market, for example in favour of Perovskite solar cells or Chinese silicon panels which are associated with lower costs, this could have a negative effect on the attractiveness and margins of the Group's products. Hence, the market may prove to favour the current or future competitors of Midsummer. Competitors may also develop new methods and concepts that they are able to commercialise, including that competitors may successfully commercialise the solar panels that prove to be more effective than the ones provided by the Group.

The future success of the Group also depends on the Group's ability to adjust to external factors and, if needed, meet changes in demand from customers by adjusting offers and developing competitive technology and products. If the Group cannot keep up with its competitors' rapid developments in solar cells and technology of the type developed and produced by the Group it will have a material adverse effect on the value of the Group's products, product equipment, product processes, know-how and/or market position.

The Group operates in a market with several actors who are larger and therefore potentially financially stronger than the Group, which increases the risk for price pressure and similar actions which would make it increasingly difficult for the Group to gain market shares. The industry is undergoing strong growth and several companies are carrying out aggressive acquisitions to gain parts of the value chain, something that Midsummer may also need to do to defend and maintain a strategic market position. Further, financially strong competitors have in the past used price reductions with the purpose of quickly gaining market shares and to establish themselves on the market with similar products as the Group. Price competition is common within the solar cell sector, where technologies different to those marketed by the Group may prove to be more economical. In this respect, the market for solar cells produced in Europe has deteriorated drastically, with many of the European producers of silicon panels having been forced to close down as the price per

watt of a silicon panel has halved in the European market. Competition from Chinese silicon panels, which at times are sold below their manufacturing cost, has had a devastating effect, and in 2024, China accounted for approximately 98 per cent. of all global wafer production. Increasing competition and price pressure constitutes a material risk for Midsummer and could have a negative effect on its market shares and margin on sold products, and in turn, the Group's prospects.

Macroeconomic and geopolitical risks

The Group operates internationally with customers mainly located in Sweden, but also in the EU and various locations in the rest of the world. Hence, Midsummer's business is affected by international, national and regional economic conditions. Market turbulence and downturns in the global economy can affect the financial condition of the Group's customers and suppliers and impact their ability to conduct business with the Group. This may occur due to, among other things, pandemics, acts of war, inflation, increased raw material prices, trade barriers, changes in international, national or regional legislations and natural disasters. The Group is also affected by the energy supply in Europe, which may remain unpredictable, and where the demand for the Group's products could be negatively affected should the gas and electricity prices decline.

The demand for Midsummer's products is partially driven by macroeconomic factors, including growth rate of the global and local economy, households' disposable income, inflation, interest rates, and new regulations such as those from the EU. A negative development in for example Sweden would risk having a significant negative impact on the Group's turnover and profitability, e.g. if it affects the consumers' ability to extend their mortgage loans (which is a common financing source when consumers decide to install solar panels on their homes). During 2024, the Group's sales are primarily driven by Swedish private individuals who install the Midsummer SLIM and Midsummer WAVE products in their homes, a customer group that is especially sensitive to the higher inflation rates and increased costs of living seen during the past couple of years.

Due to Midsummer's international presence, the Group is exposed to risks related to geopolitical instability, a decrease in international cooperation, terrorism, military conflicts and social unrest. For example, the Russian invasion of Ukraine in February 2022 and the sanctions imposed as a consequence thereof (for example restrictions on exports of various items), has affected the interest rates, inflation and exchange rates, limiting the opportunities for sales, lead to lower growth and disruptions to the global economy, the financial markets and global trade. Continued or intensified military action and geopolitical tensions, as well as sanctions, could have an adverse effect on Midsummer's business, financial condition and results of operations to the extent these have an impact on the macroeconomic and geopolitical contexts in which Midsummer operates. Changes to government policies and regulations on industrial production, foreign investments, the environment, health and safety and taxes in countries where the Group operates are further examples on geopolitical events which may adversely impact the Group's operations.

The outbreak of pandemics can have a major impact on the societies and markets where the Group operates or where the Group has suppliers, customers and/or co-operations. The Covid-19 pandemic affected the Group's ability to visit customers outside of Sweden's borders and since, for example, the Group's DUO machines are sold outside of Sweden, the lockdowns and other restrictions introduced limited the Group's ability to sell DUO machines at all. The travel restrictions also affected the Group because customers that had ordered DUO machines were not able to travel to Sweden to take part in the acceptance tests that the Group performs on all DUO machines before shipping. Accordingly, pandemics such as Covid-19 present

risks for Midsummer and, amongst other things, lockdowns of societies, markets and/or communications could have a negative effect on Midsummer's possibilities to conduct its business operations and thereby its turnover and results of operations.

The degree to which macroeconomic and geopolitical risks may affect Midsummer is uncertain and present significant risks to Midsummer's ability to conduct its business operations, its continued growth, revenues and financial condition.

Dependence on qualified personnel

To evolve as a company and continue producing high technological solar cells, the Group needs different skills and experiences and to that end its employees are a critical success factor. The Group is, accordingly, dependent on the continued work and performance of its key employees, senior executives and skilled employees. Most solar companies in Europe are re-sellers, selling solar panels produced in China. Midsummer has developed its own thin film technology, and end products with selling points which, based on the Group's assessment, are unique in comparison to its competitors. Therefore, within Midsummer's operations, the senior executives, product development and R&D personnel as well as technical staff are particularly important. Against this background, any inability to employ, develop, engage or retain a sufficient number of skilled employees may limit the Group's ability to conduct operations. If employees who leave also take other skilled employees with them and/or move to Midsummer's competitors, such risk is exacerbated. These risks are further accentuated since the Group's employment agreements with, for example, senior executives lack provisions regarding restrictions on competition, solicitation or confidentiality following the termination of employment. Should Midsummer fail to attract and retain employees with key skills, this may lead to future loss of income and lost skills, which may have a material adverse effect on the Group's competitiveness, profitability and prospects.

To remain competitive in the employment market, the Group may need to enhance its remuneration packages and introduce attractive incentive programs. While necessary, these measures could negatively impact the Group's operational results. In 2023, salaries and other remuneration to employees amounted to SEK 90.7 million. If Midsummer offers remuneration levels that are too low or otherwise not competitive, there is a risk that the employees will choose to terminate their employment, which could have an adverse effect on the Group's competitiveness, profitability and prospects.

There is also a risk that the Group's liquidity challenges will impact its ability to meet payroll obligations. If the Group is not able to bridge expected liquidity gap, it may be unable to pay salaries on time or in full. This could lead to employee dissatisfaction, loss of talent, and further operational disruptions. If this situation persists, it could materially affect the Group's reputation and its ability to retain and attract key personnel.

Risks relating to occupational health and safety regulations

The Group is subject to regulation in areas such as occupational health and safety issues. As electrical installations and installations of solar panels are associated with inherent risks of personal injury, there is a risk that the Group's employees or employees of the external subcontractors, suffer personal injuries, which may lead to the Group being deemed to be in breach of applicable labour law regulations and claims being brought on the Group, both of which could entail costs for the Group. Any personal injuries and breaches of occupational health and safety regulations could also cause damage to the Group's reputation and brand and the Group's future prospects. If any of the above risks were to materialise, it could have a material

adverse effect on the Group's margins and cash flow and the Company's ability to make payments under the Notes.

Risks relating to the Group's financial situation

Liquidity risks that jeopardise the Group's long-term survival and hinder the sustained growth of its operations

The Group operates in an investment- and capital intensive industry and is currently facing an urgent need of additional capital to bridge a projected liquidity gap from the end of January 2025 to mid-2025 (as further described under risk factor "*Critical liquidity needs that pose a risk to the Group's survival*"). The liquidity gap is primarily attributable to a delay in the disbursement of a grant related to the Group's facility in Italy, which is now expected to be received in May or June 2025. Upon receipt of the grant, the Group's liquidity needs are expected to become less critical. However, currently, the Group's immediate capital requirements present a significant challenge, and failure to secure the necessary funding in a timely manner could severely impact its ability to continue its operations.

Apart from bridging the near-term liquidity gap, the Group requires significant additional capital to address its financial and operational needs and to support the execution of its business plan and growth strategy. The Group expects to raise this capital through a rights issue, offering existing shareholders the opportunity to participate in the funding. However, there is no assurance that the rights issue will be fully subscribed or that the capital raised will be sufficient to meet the Group's current and future needs. The success of the rights issue depends on various factors, including market conditions, investor sentiment, and the Group's financial and operational performance. If the rights issue is not successful, or if the proceeds are insufficient to cover the Group's capital requirements, the Group may need to explore alternative financing options, which may not be available on favourable terms, or at all.

A failure to secure the necessary capital could hinder the Group's ability to meet its financial obligations, invest in growth opportunities, and implement its strategic initiatives. This may lead to delays in planned activities, reduced competitiveness, or, in a worst-case scenario, a disruption of the Group's operations. Furthermore, any additional equity financing, including the rights issue, could dilute the ownership interests of existing shareholders, while reliance on alternative debt financing may increase the Group's leverage and financial risks. These factors could have a material adverse effect on the Group's financial condition, operational results, and long-term prospects.

In addition, inability to obtain the funds necessary for investments required to meet an increased demand of its products could prevent the Group from adequately serving all of its customers who thus might favour its competitors' products, which in turn could have a material adverse effect on the Group's turnover and prospects.

Refinancing risks

The Group has experienced several years of negative financial results, achieving profitability only once in the last five years (in 2022, during which the Company received a SEK 87.5 million grant which was recognised as revenue, with a total profit that year equivalent to SEK 77.5 million). As of 30 September 2024, the Group's long-term interest-bearing liabilities amounted to SEK 237.35 million (the Notes representing SEK 220 million, loans from credit institutions SEK 13.75 million and loans from shareholders approximately SEK 3.6 million). The Group's ability to successfully refinance the debt is dependent upon the conditions of the capital markets and the Group's financial position at such time.

Adverse developments in the capital markets and other future adverse developments, such as an overall economic decline or increased market rates, could result in increased financial costs of the Group and/or result in lower earnings of the Group, which in turn could have a material adverse effect on the Group's ability to refinance and repay outstanding debt. There can be no assurance that such funds will be available at a commercially reasonable cost, or at all, and consequently, there can be no assurance that the Issuer will be able to refinance the Notes when they mature even if the bondholders vote in favour of the Request in the Written Procedure.

Ultimately, if the Group is unable to refinance existing financial indebtedness, including in relation to the Notes, it may lead to its creditors taking action against it (for example initiating court proceedings, attachment or filing for bankruptcy for the Company), which in turn could have a negative effect on the Company's business and financial condition. Any of the abovementioned risks could have a material adverse effect on the Group's business, prospects, cash flow, financial condition and results of operations.

Currency risk

The Company reports in one currency (being SEK) and in 2024 the majority of the Company's sales were made in SEK, with some sales in USD and EUR. As the Group generates revenue and incur costs in different currencies, the Group's results are to a certain extent subject to currency translation risk. Further, the Group expects increased revenue and costs in EUR as the production in Bari, Italy, ramps up.

Also, a significant amount of the material costs and process costs are currently in EUR, which are recalculated to SEK on each payment day. Should EUR or USD strengthen towards SEK, this may result in a deterioration in profitability in SEK as costs for intermediate goods and products increase. If SEK weakens by 10 per cent. against EUR, this would result in a cost increase of 4 per cent. per sold solar panel and if SEK weakens by 10 per cent. against USD a cost increase of 3 per cent. per sold solar panel would occur. Furthermore, a 10 per cent. increase of SEK against USD would per 31 December 2024 have led to a change of the equity and result of operations of the Company in an amount of SEK minus 1.85 million. Fluctuations in foreign currency exchange rates could therefore have negative effect the Company's turnover and results of operations.

Credit and counterparty risks

The Group's credit risks primarily relate to accounts receivable. If the Group is not successful in managing its credit risks or if its counterparties do not pay their debts as they fall due, it may have a negative effect on the Group's liquidity. For example, if any of the Group's counterparties becomes insolvent, and the Group's demand for payment under the relevant contract remains unfulfilled, the Group may face increased financing needs if it lacks sufficient liquidity to await alternative buyers for the products in question, which could have a negative effect on the Group's business, results of operations and financial condition. As of 30 September 2024, Midsummer's credit exposure from accounts receivable amounted to SEK 22.7 million.

The Group is also exposed to certain counterparty risks associated with the long lead times from the start of the Group's production of solar panels (which is the point in time the price is agreed with the customers) to delivery, installation and payment from its customers. The Group's production costs may for example turn out to be higher than expected and therefore not fully covered by the payment from the customers and the customers may, as another example, be unable or unwilling to fulfil its purchase of the produced solar

panels. Hence, credit risks could have a material adverse effect on Midsummer's liquidity, results of operations and financial condition.

Interest rate risks

The Group uses external financing to finance its operation and as such, the Group is, directly and indirectly, exposed to fluctuations in interest rates. The Group's level of debt creates an exposure to interest rate risks where an increase in the interest rates on its debt obligations would lead to higher financing costs. For example, a change of the interest rate with +/- 1 percentage point during the coming twelve month period would have an impact of approximately +/- SEK 2 million on the Group's interest income/expense.

Currently, the vast majority of the Group's financial indebtedness relates to the Notes, amounting to SEK 220 million with an interest rate corresponding to a fixed cash rate of 3 per cent. *per annum* plus a fixed PIK interest of 10 per cent. *per annum*. This means that the total redemption amount of the Notes increases significantly over time, thereby increasing the Noteholders' claims under the Notes and the risk for payment defaults by the Company in connection with a redemption of the Notes.

Legal and regulatory risks

Risks relating to financial support, subsidies as well as policies and regulations

The Group is influenced by existing regulations, subsidies, and policies, particularly those designed to promote investments in "green energy". Solar energy benefits from various forms of financial support, including subsidies and tax reliefs. However, any future changes to these aids, tax incentives, or other policy measures – such as shifts in focus toward alternative energy sources or a reduction in current support for solar energy – could negatively impact the Group. These changes may undermine its competitiveness and diminish investor confidence, potentially hindering the Group's growth and development.

In order to commence large-scale production of solar roofs in Italy, the Group has been granted financial support from Invitalia. The support is paid out after the production equipment has been delivered to the Group's Italian factory and the project costs have been reported to Invitalia. The first grant payment was paid out in the second quarter of 2024 and the Group has fulfilled the conditions for two additional grant payments (in aggregate of approximately SEK 70 million). The payments have however been delayed with estimated payments in mid-2025, which has resulted in an urgent liquidity squeeze, where the Group currently has insufficient capital to fully finance its operations. Should the grant payments or other similar payments be subject to further delays, this would have an adversely effect on the Group's financial position and cash flow.

Further, in 2023, the Company was selected by the EU Innovation Fund to receive a grant of approximately EUR 32 million for a new 200 MW large-scale manufacturing facility in Sweden, and the Company initiated work in relation to the construction thereof, including selecting Flen in Sweden as the intended location. However, in July 2024, the Company's application for co-financing from the Swedish Energy Agency was rejected, meaning that the Company now lacks access to the necessary funding to construct the Flen facility and therefore must seek alternative financing in order to achieve its long-term goals and remain competitive. Furthermore, the Company is discussing postponing the financial close, i.e. the procurement of the necessary co-financing of the project for which the grant was given, but has not yet received any approval (or rejection) thereof from the EU Innovation Fund. Should the Group not be able to execute on its long-term goals due to insufficient funding, the postponement of financial close being rejected or for any other reason, or any competitors of the Group instead receiving such grants, it may result

in the Group losing its competitiveness and experiencing a reduced willingness to invest in the Group, furthering the decline of its competitiveness.

Additionally, other types of technologies or methods than those marketed by the Group and its partners, may receive greater levels of financial support or subsidies, putting the Group at a competitive disadvantage. For example, financial support and subsidies may be granted to a greater extent to producers of European silicon panels than to Midsummer, as well as financial support and subsidies may be subject to counter-financing requirements or requirements relating to the size or other measures of companies' balance sheets, which may favour Midsummer's competitors. This may negatively affect the Group's business and profitability, as well as any growth plans. Additionally, the use of solar panels may be limited by statutes prohibiting solar panels on roofs e.g. for fire protection reasons or as a consequence of authorities denying building permits for consumers who seek to place solar cells on their roofs. Changes in statutes, subsidies and governmental policies may have an adverse effect on the demand for the Group's products and may also favour the Group's competitors vis-à-vis the Group, both of which would risk having a negative effect on the Group's business, prospects and results of operations.

Trade tariffs, custom duties and trade barriers

The Group is affected by current trade tariffs, custom duties and trade barriers. Midsummer produces the vast majority of its products in Europe which means custom duties are paid for all raw materials from suppliers outside the EU, which results in a negative effect on the price and/or availability of critical supplies and products necessary for the Group's and its customers' business. At the same time, Chinese silicon-based solar panels can be imported into the EU custom free, which negatively affects the Group's competitiveness vis-à-vis competitors who's operations entail import of manufactured solar panels. Furthermore, the United States has changed its customs rules for imports of solar panels, for example, by significantly increasing tariffs on imports of solar panels from China in stages. As a result, the European market has been flooded with silicon panels from China that are priced below their manufacturing cost.

New or amended rules regarding current trade tariffs, custom duties and trade barriers may affect the competitive landscape Midsummer operates within, lead to increased costs for Midsummer and adversely affect the Group's business.

Product liability and guarantees

The Group's products are subject to product and warranty liabilities. Suppliers and assemblers generally have limited obligations to compensate the Group for faulty deliveries or installed products. Compensation claims may be directed towards the Group by its customers and by persons who suffer harm in production or usage of any of the Group's products. For example, there have been incidents with silicon panels from other manufacturers where the panels have caught fire. Since Midsummer installs its solar cells and uses its own employees for these work elements, customers could direct product liability claims towards Midsummer in the event of incorrect electrical installations if the solar cells were to catch fire. Midsummer's business includes both producing solar cells and performing solar cell installations at its customers. In connection with this, the Group provides various warranties, e.g. a performance warranty that guarantees 80 per cent. production capacity during 25 years. The warranty period is based on several tests carried out in connection with the certification, but since no solar cell currently installed outdoors has yet been in use for such a long period of time there is unavoidably an inherent uncertainty as to the extent at which warranty claims will be made, and the exposure the Group is facing under any such future warranty claims may not be fully ascertained.

The Group normally demands 18 months warranty from suppliers in order to give 12 months warranty to the Group's customers, allowing for manufacturing and shipping time. However, if production delays occur, components could fall out of a supplier's warranty, but still be under Group's warranty. There is also a risk that claims regarding product liability and guarantees are directed towards the Group and to the extent such claims are not covered by the Group's insurance or pursuant to which the Group cannot in turn direct claims towards third parties, this could have a negative effect on the Group's results of operations and financial condition.

Risks related to labels and certifications

The Group's products are subject to mandatory and voluntary labelling and certification. The Group's solar panels are for example certified by TÜV according to IEC 61646, IEC 61730 and IEC 61215, and by TÜV according to UL1703 for the US and Australia, and are CE-marked. In addition, different standards of industry and certificates must be complied with. The Group must therefore establish technical documentation of the products and guarantee that the products comply with the necessary requirements to receive the relevant certificates and labels. If the Group would fail to comply with the requirements to obtain or maintain the relevant labels or certificates for its products, it could restrict and/or prohibit the Group's ability to sell its products on certain markets and/or expose the Group to potential liability for sale of, or harm its reputation due to, unlabelled or uncertified products, which in turn could have a negative effect on its business, results of operations and financial condition, especially if frequent and/or extensive claims for damages are made against the Group.

New certifications appear frequently and from time to time various parties within Midsummer's industry require certifications, which are otherwise not legally mandatory, for example as a prerequisite for entering into a partnership. Since obtaining new certifications may be associated with high costs, a development entailing more certifications could have a negative effect on the Group's results of operations.

Risks related to intellectual property rights protection and know-how

The Group's intellectual property is important to its business. It owns patents and trademarks and in order to secure the return on the resources that the Group puts into research and development, the Group aims to protect its technical innovations. There is a risk that the Group cannot protect the patents, trademarks and other intellectual property rights obtained or that filed applications may not be granted, which in turn could adversely affect the Group's business and results of operations.

There is a risk that Midsummer may be accused of having infringed the intellectual property rights belonging to other persons. Infringement disputes can, regardless of whether or not a court may find that an infringement has been committed by the Group, be costly and time-consuming and thereby distract the management's attention from the daily business, harm Midsummer's reputation and have a negative effect on the Group's financial condition.

What distinguishes the Group's products from several others is that a not insignificant part of the Group's know-how is not covered by intellectual property protection. The Group has chosen a strategy of not applying for new patents as this risks revealing important information about the Group's processes and technology. Therefore, the Group has chosen not to share essential and important information about the Group's products and processes with customers or partners. However, there is a risk that know-how corresponding to the Group's know-how is developed independently by a third party and used in competing businesses, and that the Group would have otherwise, if it had chosen to patent the relevant idea, kept its

competitive advantage pursuant to such unprotected know-how. There is also a risk that such information is disclosed to outsiders or used by former employees or hired consultants in businesses that compete with the Group's. This could affect the Group's operations by making the Group's products ineffective, more expensive or obsolete compared to those of other actors. Such development could result in reduced sales of both production equipment and solar panels, which would primarily affect turnover and results of operations negatively, but also the Group's ability to conduct its business successfully.

Further, the Group relies on for e.g. GNU General Public License, which under certain circumstances requires that the source code is distributed in connection with distributing the related binaries. The Group may therefore be required to publish its source code and thereby share essential and important information about its products and processes with third parties, including competitors.

Processing of personal data

The Group processes personal data as part of its regular business operations, including data related to employees and customers, the majority of whom are private individuals. The processing of personal data is subject to complex and extensive regulation within the EU and in other jurisdictions and there can be no assurance that the Group's procedures concerning personal protection and other procedures for protecting personal data will be fully compliant with all applicable legislations. In the event that any relevant supervisory authority would deem that the Group is, or has in the past been, processing personal data improperly, or if a data breach occurs due to, for example security deficiencies which lead to unlawful dissemination or processing of personal data, this could result in, for example, administrative sanction fees due to violations of the GDPR or other legal sanctions. A breach of the GDPR may result in administrative sanctions amounting to the higher of EUR 20 million and 4 percent of the previous year's combined annual turnover of the Group. Should the mentioned risks materialise, this could result in adverse effects on the Group's earnings and financial position.

Disputes and legal proceedings

The Group is engaged in financing and expansion related activities and, from time to time, involved in disputes and legal proceedings that arise in the course of its business and operations, including in relation to tax, pensions or product liabilities. There is a risk that claims against the Group or the Group's active involvement in any legal proceedings against a third party will result in the Group being forced to spend considerable sums and resources and that this will have an adverse effect on the Group's operations, financial position and results. If such proceedings are adversely determined, the Group may have to pay damages and other costs related to such proceedings, which, if not covered by the Group's insurance, will have an adverse effect on the Group's operations, financial position and results.

Deferred employer contributions

The Issuer was granted a deferral on employer contributions from the Swedish Tax Agency in response to reduced revenues during the COVID-19 pandemic. This deferral, amounting to approximately SEK 23 million, became due in early 2024 and is subject to a repayment plan with two instalments, of which half is payable in March 2026 and the remainder in September 2027. Interest at a rate of five percent will accrue and be due alongside the principal payments.

The Issuer's ability to fulfil these obligations is contingent on its future liquidity and cash flow. Any inability to comply with the repayment schedule may significantly impact the Issuer's financial condition and operational stability.

Tax related risks

The Company has an accumulated tax deficit, which is not recognised as an asset in the Company's accounts, which the Company may e.g. utilise for the purpose of reducing taxable gains. A change of ownership in Midsummer could impact the ability to utilise this deficit, in whole or in part, depending on the applicable tax legislation. Hence, a change of ownership or future amendments to the tax legislation could affect the possibility to use the accumulated tax deficit of the Company.

Midsummer together with its Italian subsidiary Midsummer Italia, works to set market prices for the products that Midsummer transfers to the subsidiary and to ensure that the interest paid for the loan issued from Midsummer to the subsidiary is also market-based. There is a risk that Midsummer's understanding and interpretation of tax legislation, tax agreements and other regulations is not correct in all respects. There is also a risk that tax authorities in the relevant jurisdictions make assessments and make decisions that deviate from Midsummer's understanding and interpretation of the aforementioned laws, tax treaties and other regulations, which risks having a negative impact on the Company's tax costs and effective tax rate. The tax authorities in the relevant jurisdictions may also deem the Group's consultants to be employees, exposing the Group to for example retroactive employer's contributions and penalty fees. There is thus a risk that changed laws, tax treaties and other regulations, which may apply retroactively, could have a significant negative impact on Midsummer's results of operations.

RISK FACTORS SPECIFIC AND MATERIAL TO THE NOTES AND THE WRITTEN PROCEDURE

Risks related to the nature of the Notes

The Notes are unsecured

The Notes constitute unsecured obligations of the Company. This means that in the event of the Company's liquidation, company reorganisation, bankruptcy or other insolvency proceedings the Noteholders normally receive payment after any prioritised creditors, including those that are mandatorily preferred by law, have been fully paid. If any subsidiary of the Company incurs debt, the right to payment under the Notes will be structurally subordinated to the right of payment relating to debt incurred by subsidiaries of the Company, which could have a negative impact on the Noteholders' recovery under the Notes. Further, following prioritised creditors receiving payment in full, the Noteholders will have an unsecured claim against the Company for the amounts due under or in respect of the Notes, which means that the Noteholders normally would receive payment pro rata with other unsecured creditors not preferred by law. Every investor should be aware that by agreeing to extend the final maturity date of the Notes, there is a risk that a Noteholder could lose the entire, or parts of, its investment in the event of the Company's liquidation, bankruptcy or company reorganization.

Credit risk in relation to the Company

The Noteholders bear a credit risk in relation to the Company. Payments to the Noteholders are therefore reliant on the Company's ability to fulfil its payment obligations under the Terms and Conditions of the Notes, which in turn depend on the Group's operational performance and access to capital. Given the current liquidity squeeze, there is an imminent risk that the Company may lack sufficient funds to meet upcoming interest payments under the Terms and Conditions. Additionally, there is a risk that the Company may not have the necessary funds to repay the Notes, particularly in the event of a mandatory repurchase of some or all of the Notes or upon maturity.

The Amended and Restated Terms and Conditions suggests that the Notes carry a fixed cash interest and a fixed PIK interest *per annum*, which is capitalized annually. As a result, Noteholders receive only a portion of the total interest in cash, with the remaining PIK interest becoming payable only upon redemption. This structure leads to a significant increase in the total redemption amount of the Notes over time, thereby increasing the Noteholders' claims and the risk of payment defaults by the Company at the time of redemption. Should the Company fail to redeem or repurchase the Notes, it could face severe consequences, such as insolvency or triggering an Event of Default under the Terms and Conditions. Such outcomes would negatively impact the Company and could also adversely affect Noteholders, particularly in the case of a mandatory redemption.

Furthermore, an increased credit risk is likely to lead the market to demand a higher risk premium for instruments such as the Notes, which could have a negative impact on the value of the Notes. If the financial situation of the Company deteriorates, it is also likely to affect the Company's ability to obtain debt financing in connection with the maturity of the Notes. There is a risk that this could have a negative impact on the value of the Notes.

Risks related to early redemption and partial repayment of the Notes

Under the Terms and Conditions of the Notes, the Company has reserved the right to redeem all outstanding Notes before the final maturity date. If the Notes are redeemed before the final maturity date, the Noteholders have the right to receive an early redemption amount which exceeds the nominal amount in accordance with the Terms and Conditions of the Notes. However, there is a risk that the market value of the Notes is higher than the early redemption amount (including the premium) and that it may not be possible for Noteholders to reinvest such proceeds at an effective interest rate as high as the interest rate on the Notes and may only be able to do so at a significantly lower rate. In addition, the Company has reserved the possibility to a partial repayment of the Notes at any time. A partial redemption may affect the liquidity of the Notes and may have a negative impact on the market value of the Notes which would result in Noteholders having difficulties to sell the Notes (at all or at reasonable terms).

Noteholders' representative

The agent's right to represent holders in formal proceedings in Sweden (such as bankruptcies, company reorganisations or upon enforcement of security) has recently been questioned and there has been a case where a court has held that such right does not exist, meaning that the holders, through the agent, were unable to take actions against the issuer. Although the relevant case law on this subject is, as of now, non-precedential, if such judgments should continue to be upheld by the justice system and/or if the regulators should not intervene and include the agent's right to represent holders in relevant legislation, it may become more difficult for holders to protect their rights under the terms of the Notes in formal court proceedings.

Risks related to the Written Procedure

Risks relating to proposed requests in the Written Procedure

Pursuant to the Written Procedure, Noteholders will receive shares (the "**Shares**") in the Company in a Mandatory Debt-to-Equity Swap. By receiving Shares, any claims against the Company would be subordinated to other unsubordinated claims. There are no assurances that the Shares' value will develop positively and/or that Noteholders will receive dividends from the Company. The Company's ability to pay dividends is dependent on several factors, such as the Group's distributable reserves and liquidity situation, as well as any limitation imposed by applicable law and regulations. Any payment of dividends from the

Group is dependent on a proposal from the board of directors of the Company and ultimately the decision by a general meeting.

The Terms and Conditions allow for stated majorities of Noteholders to bind all Noteholders, including Noteholders who have not taken part in the Written Procedure and those who have voted contrarily to the majority vote. Consequently, the actions of the majority could impact a Noteholder's rights in a manner that would be undesirable from such noteholder's perspective.

Majority owner risk

Pursuant to the Written Procedure and after all steps and actions contemplated by the Written Procedure have been completed (excluding the Optional Debt-to-Equity Swap), approximately 18 per cent. of the votes and share capital of the Company will be held by the Noteholders (excluding any shares already held by any Noteholder) and approximately 38 per cent. of the votes and share capital of the Company will be held by H. Waldaues AB, Jan Lombach (privately and through companies) and Jörgen Persson (privately and through companies) (jointly). Any such new majority shareholders may jointly exercise control over the Group and may vote in favour of proposals not in the interest of the Noteholders.

Compliance with the Amended and Restated Terms and Conditions

Even though the Noteholders vote in favour of the Request in the Written Procedure, there can be no assurance that the Group will be able to comply with the Amended and Restated Terms and Conditions going forward and to continue to service its debt obligations under the Notes. Events beyond the Group's control, including changes in the economic and business conditions in which the Group operates, may affect the Group's ability to comply with the Amended and Restated Terms and Conditions. The Issuer's ability to service its debt under the Notes will depend on, among other things, the Group's future financial and operating performance, which will be affected by prevailing economic conditions and financial, business, regulatory and other factors, some of which are beyond the Group's control. If the Group's operating income is not sufficient to service its current or future indebtedness, the Group may also be forced to take actions such as reducing or delaying its business activities, acquisitions, investments or capital expenditures, selling assets or restructuring or refinancing its debt which in turn could have a material adverse effect on the Issuer's long term ability to service its debt under the Notes.