

## TERMS AND CONDITIONS FOR WARRANTS 2017/2020 REGARDING SUBSCRIPTION OF SHARES IN LINDAB INTERNATIONAL AB

### 1. Definitions

In these terms and conditions, the following terms shall be defined as stated below.

<b>“Average Share Price”</b>	the average of the for each trading day calculated average volume-weighted price paid for the Company’s share on Nasdaq Stockholm, rounded off to the nearest full ten öre whereby five öre shall be rounded up, during a specified period. If a listed price paid is not available, the bid price listed as the closing price shall instead be included in the calculation. A day without a listing of a price paid or bid price shall not be included in the calculation.
<b>“Banking day”</b>	day that is not a Saturday, Sunday or other public holiday in Sweden, Christmas eve, New Year’s eve or Midsummer’s eve.
<b>"Bank"</b>	Nordea Bank AB, reg.no. 516406-0120.
<b>"Company"</b>	Lindab International AB, reg. no. 556606-5446 (also the issuer).
<b>“Euroclear”</b>	Euroclear Sweden AB, reg.no. 556112-8074.
<b>"Holder"</b>	a holder of a Warrant.
<b>“Warrant”</b>	a right to subscribe for one share in the Company in return for cash payment pursuant to these terms and conditions.

### 2. Account-operator, registration, etc.

The number of Warrants amounts to up to 110,000.

The Warrants shall be registered by Euroclear in a CSD register pursuant to the Central Securities Depository and Financial Instruments Accounts Act (1998:1479), as a result of which no physical securities will be issued.

The Warrants will be registered on behalf of the Holder in an account in the Company’s CSD register. Registration with respect to the Warrants as a result of the measures pursuant to sections 4, 5, 6 and 7 below shall be carried out by the Bank. Other registration measures may be carried out by the Bank or another account-operator.

### 3. Right to subscribe for shares

The Holder will be entitled, but not obligated, to subscribe for one (1) share in the Company for each Warrant at a subscription price corresponding to 119 per cent of the Average Share Price during the period 10 May-31 May 2017, rounded off to the nearest full ten öre whereby five öre shall be rounded up. Adjustment of the subscription price and the number of shares to which each Warrant entitles to subscription of may take place in the events set forth in section 7 below. Subscription may be made only in respect of the full number of

shares that the Holder wishes to subscribe for at that time. In connection with such subscription, any excess fraction of a Warrant that cannot be exercised shall be disregarded.

#### **4. Subscription of shares**

If the Holder wishes to exercise Warrants, application for subscription may be made from and including the day after the Company publishes its interim report for the period 1 January-30 June 2020 until and including 31 August 2020, or the later or earlier last day for application for subscription, that may be established according to section 7 Items C, D, E, L and M below. Such application for subscription shall be made to the Bank by submitting the application form for registration measures that will be distributed to the Holders.

Application for subscription is binding and may not be revoked.

If the application for subscription is not submitted within the period stated in the first paragraph, all rights pursuant to the Warrants lapse.

#### **5. Payment for subscribed shares**

Payment for subscribed shares is to be made not later than the payment date stated in the application form, however not later than ten (10) Banking Days from the application to exercise the Warrants. Payment is to be made in cash to an account designated by the Bank. After payment has been made, the Bank shall ensure that the Holder is registered on the designated securities account as the owner of the shares resulting from the exercised Warrants as interim shares. Following registration with the Swedish Companies Registration Office, the registration of the new shares in the share register and on the securities account becomes final. In accordance with section 7 below, such registration will in certain events be postponed. The Holder shall pay the taxes and/or charges that may become payable as a result of the transfer, holding or exercise of the Warrants according to Swedish or foreign legislation or decisions by Swedish or foreign authorities.

#### **6. Status of the Holder**

Warrants do not represent any shareholders' rights in the Company for the Holder, such as voting or dividend rights.

The Holder is entitled to receive dividends on the shares that the Holder subscribes for pursuant to these terms and conditions the first time on the record day that occurs immediately after the subscription has been executed.

#### **7. Adjustment, etc.**

The following shall apply regarding the rights accruing to Holders in the situations stated in this section.

- (A) If the Company conducts a **bonus issue** shall, with effect from the date on which the share is listed ex right to participation in the bonus issue, an adjusted number of shares to which each Warrant entitles to subscription of and an adjusted subscription price apply.

The adjustments are conducted by a reputable independent valuation institute in accordance with the following formulas:

$$\text{adjusted number of shares for which each Warrant entitles to subscription of} = \frac{\text{preceding number of shares for which each Warrant entitles to subscription of } x \text{ number of shares after the bonus issue}}{\text{number of shares before the bonus issue}}$$

$$\text{adjusted subscription price} = \frac{\text{preceding subscription price } x \text{ number of shares before the bonus issue}}{\text{number of shares after the bonus issue}}$$

- (B) If the Company conducts a **reversed share split** or a **share split**, a corresponding adjustment of the number of shares to which the Warrant entitles to subscription of and the subscription price shall be conducted by a reputable independent valuation institute on the same basis as in the adjustment resulting from a bonus issue as stated in Item (A) above.
- (C) If the Company conducts a **new share issue** – with preferential rights for shareholders to subscribe for new shares in return for cash payment – adjustment shall be made of the number of shares to which each Warrant entitles to subscription of as well as an adjusted subscription price.

Adjustments are conducted by a reputable independent valuation institute in accordance with the following formulas:

$$\text{adjusted number of shares for which each Warrant entitles to subscription of} = \frac{\text{preceding number of shares to which each Warrant entitles to subscription of } x \text{ (Average Share Price during the subscription period plus the theoretical value of the subscription right calculated on the basis thereof)}}{\text{Average Share Price during the subscription period}}$$

$$\text{adjusted subscription price} = \frac{\text{preceding subscription price } x \text{ Average Share Price during the subscription period set forth in the resolution regarding the issue}}{\text{Average Share Price during the subscription period plus the theoretical value of the subscription right calculated on the basis thereof}}$$

The theoretical value of the subscription right shall be adjusted according to the following formula:

$$\text{value of the subscription right} = \frac{\text{maximum number of new shares that may be issued according to the resolution } x \text{ (Average Share Price during the subscription period – issue price for the new share)}}{\text{number of shares before the resolution}}$$

If a negative value arises in this case, the theoretical value of the subscription right is to be set at zero.

The number of shares and subscription price adjusted as above are set by a reputable independent valuation institute five Banking Days following the expiry of the subscription period and shall be applied to subscriptions implemented following such determination.

During the period from the date on which the share is listed ex right to participation in the share issue until the date on which the adjustments are determined, subscription of shares may not take place. If the final date for application for subscription is during the subscription period, the expiration date is postponed to the second trading day after the expiry of the subscription period.

- (D) If the Company conducts an **issue pursuant to Chapter 14 or 15 of the Swedish Companies Act** – with preferential rights for shareholders and in return for cash payment or by set-off – an adjustment shall be made of the number of shares for which each Warrant entitles to subscription of and of the subscription price.

The adjustments are conducted by a reputable independent valuation institute in accordance with the following formulas:

$$\begin{aligned} \text{adjusted number of shares for which each Warrant entitles to subscription of} &= \frac{\text{preceding number of shares for which each Warrant entitles to subscription of } x \text{ (Average Share Price during the subscription period plus value of the subscription right)}}{\text{Average Share Price during the subscription period}} \\ \text{adjusted subscription price} &= \frac{\text{preceding subscription price } x \text{ Average Share Price during the subscription period}}{\text{Average Share Price during the subscription period plus value of the subscription right}} \end{aligned}$$

The value of the subscription right shall be deemed to be equal to the average of the for each trading day during the subscription period calculated average volume-weighted average price paid on Nasdaq Stockholm. In the absence of a quoted paid price, the last quoted bid price shall be included as the closing price in the calculation. Days with no quotation of a price paid or bid price shall not be included in the calculation.

The adjusted number of shares and adjusted subscription price shown above are determined by a reputable independent valuation institute within five Banking Days after the expiry of the subscription period and shall be applied to subscriptions subsequently completed.

For subscription applications made during the period up until the adjustments are completed, the provisions of Item C, final paragraph, shall apply correspondingly.

- (E) If the Company would, other than according to Items A-C above, **make an offering to shareholders** to, using the preferential rights pursuant to the principles in Chapter 13 § 1 of the Swedish Companies Act, acquire securities or rights of any type from the Company or decide that, pursuant to aforementioned principles, distribute such securities or rights to shareholders free of charge, an adjusted number of shares to which each Warrant entitles and an adjusted subscription price shall be used.

The adjustment is conducted by a reputable independent valuation institute in accordance with the following formulas:

$$\text{adjusted subscription price} = \frac{\text{preceding subscription price} \times \text{Average Share Price during the application period}}{\text{Average Share Price during the application period plus the value of the right to participate in the offering}}$$

$$\text{adjusted number of shares for which each Warrant entitles to subscription of} = \frac{\text{preceding number of shares which each Warrant entitles to subscription of} \times (\text{Average Share Price during the application period plus the value of the purchase right})}{\text{Average Share Price during the application period}}$$

Where the shareholders have received purchase rights and trading in these has taken place, the value of the right of participation in the offering shall be deemed to correspond to the value of the purchase right. The value of the subscription right shall be deemed to be equal to the average of the for each trading day during the subscription period calculated volume-weighted average price paid on Nasdaq Stockholm. In the absence of a quoted paid price, the last quoted bid price shall be included as the closing price in the calculation. Days with no quotation of a price paid or bid price shall not be included in the calculation.

Where the shareholders have not received purchase rights or in which such trading in purchase rights referred to in the preceding paragraph has not taken place, adjustment of the subscription price shall be done applying as far as possible the principles noted above in Item E, whereby the following shall apply. If a listing is implemented of the securities or rights offered to shareholders, the value of the right of participation in the offering shall be deemed to correspond to the average of the for each trading day during the subscription period calculated volume-weighted average price paid on Nasdaq Stockholm for each day during 10 trading days from the first day of listing, in appropriate cases less the price paid for these in connection with the offering. In the absence of a quoted paid price, the last quoted bid price shall be included as the closing price in the calculation. If neither a price paid nor a bid price is listed on a certain day or days, such days shall be disregarded in computing the value of the right of participation in the offering. The determined application period in the offering shall, in conjunction with the adjustment of the subscription price pursuant to this paragraph, be deemed to correspond to the period of 10 trading days as noted above in this paragraph. If such listing does not take place, the value of the right of participation in the offering shall, as far as possible, be set on the basis of the change in market value for the Company's shares that can be deemed to have arisen as a result of the offering.

The number of shares and subscription price shall be adjusted by a reputable independent valuation institute as soon as possible after the expiration of the offer period and shall be applied in connection with the subscriptions completed after such determination has been made.

Subscription for shares may not take place during the application period set in the offering. If the expiration date for application for subscription occurs during the application period, the expiration date is to be moved to the first Banking day after the expiry of the application period.

- (F) If the Company resolves to pay a **cash dividend** to shareholders whereby they would receive dividends that, together with other dividends resolved during the same financial year, exceed 10 per cent of the Average Share Price during a period of 25 trading days immediately preceding the day on which the board of directors of the Company publishes its intention to propose such dividends to the shareholders' meeting, an adjusted number of shares to which each Warrant entitles and an adjusted subscription price shall be used in connection with application for subscription which occurs in such time that a share thereby received does not provide a right to receipt of such dividends. The adjustment shall be made on the basis of the portion of the aggregate dividends that exceeds 10 per cent of the Average Share Price during the above-mentioned period (extraordinary dividend). The adjustment shall be made by a reputable independent valuation institute according to the following formulas:

$$\text{adjusted subscription price} = \frac{\text{preceding subscription price} \times \text{Average Share Price from the date the share was listed ex right to extraordinary dividend}}{\text{Average Share Price increased with the value of the extraordinary dividend paid per share}}$$

$$\text{adjusted number of shares for which each Warrant entitles to subscription of} = \frac{\text{preceding number of shares each Warrant entitles to subscription of} \times (\text{Average Share price increased with the extraordinary dividend paid per share})}{\text{Average Share Price}}$$

Should the Company decide on a **dividend in kind** to the shareholders involving an extraordinary dividend, an adjustment of the subscription price shall be made in accordance with the same principles as in the case of a cash dividend. The calculation of the value of the dividend in kind to be used for the adjustment shall be performed by an independent valuation institute.

- (G) If a decision is made regarding a **partial demerger pursuant to Chapter 24 of the Swedish Companies Act** by means of which a part of the Company's assets and liabilities are taken over by one or several other companies without the Company being dissolved, an adjusted subscription price and an adjusted number of shares for which each Warrant entitles to subscription of shall be applied.

The adjustments are conducted by a reputable independent valuation institute pursuant to the following formulas:

$$\text{adjusted subscription price} = \frac{\text{preceding subscription price} \times \text{Average Share Price during a period of 10 trading days from the date the share was listed ex right to the demerger consideration}}{\text{Average Share Price during a period of 10 trading days calculated from the date the share was listed ex right to demerger consideration plus the value of the demerger consideration which is paid per share}}$$

$$\text{adjusted number of shares for which each Warrant entitles to subscription of} = \frac{\text{preceding number of shares for which each Warrant entitles to subscription of} \times (\text{Average Share Price during a period of 10 trading days calculated from the date the share is listed ex right to demerger consideration plus the value of the demerger consideration paid per share})}{\text{Average Share Price during a period of 10 trading days calculated from the date the share is listed ex right to demerger consideration}}$$

In cases in which the demerger consideration is paid in the form of shares or other securities listed on an exchange or other authorised marketplace, the value of the demerger consideration per share shall be deemed to correspond to the average on each trading day during the abovementioned period of 10 trading days calculated volume-weighted average price paid on Nasdaq Stockholm or other relevant market price. In the absence of a quoted paid price, the quoted bid price shall instead be included as the closing price in the calculation. Days with no quotation of a price paid or bid price shall not be included in the calculation.

Where the demerger consideration has the form of shares or other securities that are not listed, the value of the demerger consideration shall as far as possible be set on the basis of the change in market value of the Company's shares that can be deemed to have arisen as a result of paying the demerger consideration.

The adjusted subscription price and adjusted number of shares, as above, are determined by a reputable independent valuation institute within five Banking Days after the expiry of the aforementioned period of 10 trading days and shall be applied in subscriptions subsequently completed.

In conjunction with subscription that is completed during the period until the adjusted subscription price is set, the provisions in Item C, final paragraph above, shall apply correspondingly.

Holders shall not be able to claim any rights pursuant to these provisions against the company or companies who in conjunction with partial demerger take over assets and liabilities from the Company.

- (H) If the Company's share capital is **reduced** by means of repayment to shareholders, and this reduction is compulsory, an adjusted subscription price and an adjusted number of shares for which each Warrant entitles to subscription of shall apply.

The adjustments are conducted by a reputable independent valuation institute pursuant to the following formulas:

$$\text{adjusted subscription price} = \frac{\text{preceding subscription price} \times \text{the Average Share Price during a period of 10 trading days from the date on which the shares are listed ex right to repayment}}{\text{Average Share Price during a period of 10 trading days calculated from the date when the shares are listed ex right to repayment plus the amount repaid per share}}$$

$$\text{adjusted number of shares for which each Warrant entitles to subscription of} = \frac{\text{preceding number of shares for which each Warrant entitles to subscription of} \times (\text{Average Share Price during a period of 10 trading days calculated from the date the shares were listed ex right to repayment plus the amount repaid per share})}{\text{Average Share Price during a period of 10 trading days calculated from the date the shares are listed ex right to repayment}}$$

In adjustments pursuant to the above and where a reduction is conducted through the redemption of shares, instead of the actual amount repaid per share, a calculated repayment amount shall be used as follows:

$$\text{calculated repayment amount per share} = \frac{\text{the actual amount repaid per redeemed share less the Average Share Price over a period of 10 trading days immediately prior to the day when the share was listed ex right to participation in the reduction}}{\text{the number of shares in the Company providing the basis for the redemption of one share less 1}}$$

The adjusted subscription price and adjusted number of shares, as above, are conducted by a reputable independent valuation institute five Banking Days after the expiry of the aforementioned period of 10 trading days and shall be applied on subscriptions subsequently completed.

If the Company's share capital is reduced through the redemption of shares with payment to shareholders, and which reduction is not compulsory and in which, pursuant to a reputable independent valuation institute's assessment, such measures taking into account technical configuration and financial effects, may be compared with compulsory reduction, adjustment of the subscription price and number of shares for which each Warrant entitles to subscription of shall be done using as far as possible the principles stated above in this Item H.

- (I) If the Company conducts a **re-purchase of own shares** through an offering to all shareholders and in which, pursuant to a reputable independent valuation institute's opinion, the measures, on account of its technical configuration and financial effects, are equivalent to a mandatory reduction of the share capital, the adjustment of the subscription price and number of shares for which each Warrant entitles to subscription of shall be done using as far as possible the principles stated above in this Item H.
- (J) If the Company conducts measures covered by Items A – I above or similar measures and if the application of the adjustment formula for this purpose, due to the technical configuration, that the adjustment formula is not adapted to the share class which the measure relates to, or other reasons, cannot be done or would lead to a situation in which the financial compensation received by the Holders in relation to shareholders would not be reasonable, a reputable independent valuation institute shall, provided that the Company's Board provides written consent, conduct adjustment to ensure the result is reasonable.
- (K) Adjustment must not result in an increase in the subscription price or a reduction in the number of shares for which each Warrant entitles to subscription of in cases other than those stated in Item B. In adjustment pursuant to the above, the subscription price shall be rounded off to the nearest whole ten öre, with five öre being rounded upwards, and the number of shares rounded off to two decimals.
- (L) If the shares covered by the Warrants become subject to **buy-out of minority shareholders procedure** pursuant to Chapter 22 of the Swedish Companies Act, a reputable independent valuation institute shall, in cases in which the expiration date for notification of subscription is later than 30 days from the announcement of the request for redemption, set a new expiration date prior to the expiry of the aforementioned time.
- (M) The provisions concerning compulsory acquisition in Item L shall apply correspondingly if a general meeting of shareholders in the Company decides to approve a **merger plan**, according to which the Company is to become part of another company or a **demerger plan**, according to which all the Company's assets and liabilities are taken over by one or more limited liability companies and the Company thus is dissolved without **liquidation** or if a decision is made concerning the Company going into liquidation or **bankruptcy**. In such cases, the period of time is calculated from the public announcement of the merger, demerger, liquidation or bankruptcy.

## 8. Special undertakings from the Company

The Company undertakes to consult with a reputable independent valuation institute in good time before the Company executes any measures stated in section 7 above.

## 9. Nominees

In respect of Warrants that are registered through a nominee pursuant to the Central Securities Depository and Financial Instruments Accounts Act (1998:1479), the nominee shall be regarded as the Holder for the purpose of these terms and conditions.

## **10. Limitation of the liability of the Bank and Euroclear**

In respect of the measures that are incumbent on the Bank and Euroclear – in relation to Euroclear taking into consideration the provisions of the Central Securities Depository and Financial Instruments Accounts Act (1998:1479) – neither the Bank or Euroclear shall be liable for loss arising from legislation, actions by authorities, acts of wars, strikes, blockades, boycotts, lockouts or similar circumstance. The provisions regarding strikes, blockades, boycotts and lockouts apply even when the Bank or Euroclear itself takes such measures or is the subject of such measures.

Neither the Bank nor Euroclear are liable in other cases to pay compensation arising if the Bank or Euroclear has displayed a normal level of care. In no circumstances is the Bank liable for indirect loss.

If obstacles arise that prevent the Bank or Euroclear from effecting transfer, payment or take other measures as a result of such circumstances as stated in the first paragraph, the measures may be postponed until such obstacle has ceased.

## **11. Notices**

Notices pertaining to the Warrants shall be issued to all registered Holders and other holders of rights listed on a securities account.

## **12. Confidentiality**

The Bank or Euroclear may not provide unauthorised information to a third party regarding Holders.

The Company is entitled to receive the following information from Euroclear concerning the Holder's account in the Company's CSD register:

1. Name of the Holder, personal identity number or other identification number and postal address.
2. Number of Warrants.

## **13. Amendment of terms and conditions**

The Bank is entitled on behalf of Holders to agree with the Company to amend these terms and conditions to the extent legislation, a court order or a decision by an authority requires or if otherwise – in the opinion of the Bank – for practical reasons it is necessary or desirable and the rights of Holders are not impaired to any material extent.

## **14. Applicable law, etc.**

The interpretation and application of these terms and conditions and related legal matters shall be subject to Swedish law. Legal proceedings arising from these terms and conditions shall be brought before the Stockholm District Court or such other forum whose authority is accepted by the Company.

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