TERMS AND CONDITIONS FOR CALL OPTIONS 2025/2028 REGARDING ACQUISITION OF SHARES IN LINDAB INTERNATIONAL AB

1. Definitions

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

"Average Share Price" average volume-weighted price paid for the Company's share on

Nasdaq Stockholm, rounded off to the nearest full ten (10) öre whereby five (5) 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.

"Bank" the bank or account-operator designated by the Company at any given

time to handle certain undertakings according to these terms and

conditions.

"Banking Day" day that is not a Saturday, Sunday or other public holiday in Sweden,

Christmas Eve, New Year's Eve or Midsummer's Eve.

"Call Option" a right to acquire one (1) share in the Company for consideration in

cash pursuant to these terms and conditions.

"Company" Lindab International AB, reg. no. 556606-5446 (also the issuer).

"Euroclear" Euroclear Sweden AB, reg. no. 556112-8074.

"Holder" a holder of a Call Option.

2. Account-operator, registration, etc.

The number of Call Options amounts to up to 275,000.

The Call Options 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 Call Options will be registered on behalf of the Holder in a securities (VP) account. Registration with respect to the Call Options as a result of the measures pursuant to sections 4, 5 and 7 below shall be carried out by the Bank. Other registration measures regarding the securities account may be carried out by the Bank or another account-operator.

3. Right to acquire shares

The Holder will be entitled, but not obligated, to acquire one (1) share in the Company for each Call Option at an exercise price corresponding to 119 per cent of the Average Share Price during the period 14 May – 27 May 2025. Re-calculation of the exercise price and the number of shares to which each Call Option entitles to acquisition of may take place in the events set forth in section 7 below. Acquisition may

be made only in respect of the full number of shares that the Holder wishes to acquire at that time. In connection with such acquisition, any excess fraction of a Call Option that cannot be exercised shall be disregarded.

4. Acquisition of shares

If the Holder wishes to exercise Call Options, application for acquisition shall be made from and including the day after the Company publishes its interim report for the period 1 January-30 June 2028 up until and including 31 August 2028. Application for acquisition may also be made on the later or earlier last day for application for acquisition that may be established according to section 8 below. Such application for acquisition shall be made to the Bank by submitting the application form for registration measures that will be distributed to the Holders. As soon as possible after receipt, the Bank will draw up a transaction note between the Company and the Holder regarding acquisition of the shares covered by the application.

Application for acquisition is binding and may not be revoked.

If an application for acquisition is not submitted within the period stated in the first paragraph, all rights pursuant to the Call Options lapse.

5. Payment for acquired shares

Payment for the acquired shares is to be made no later than the payment date stated in the transaction note, however no later than ten (10) Banking Days from the application to exercise the Call Options. 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 Call Options. The Holder shall pay the taxes and/or charges that may become payable as a result of the transfer, holding or exercise of the Call Options according to Swedish or foreign legislation or decisions by Swedish or foreign authorities.

6. Status of the Holder

Call Options 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 acquires pursuant to these terms and conditions the first time on the record day that occurs no earlier than five (5) Banking Days after payment has been made.

7. Re-calculation of the exercise price etc.

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

(A) Where the Company carries out a **bonus issue of shares**, exercise of Call Option shall be effected, where a notification to purchase is made at such time that the transfer cannot be effected on or before the sixth Banking Day prior to the general meeting which resolves to carry out the bonus issue, after a resolution has been adopted by the general meeting in respect thereof. Transfer of shares as a consequence of exercise of Call Option which is effected after the adoption of a resolution to carry out the bonus issue shall be recorded on an interim basis in a VP Account which means that the

Holders of such shares are not entitled to participate in the issue. Final registration in a VP Account shall take place after the record date for the bonus issue.

In connection with exercise of Call Option effected after the adoption of the resolution to carry out the bonus issue, a re-calculated number of shares which each Call Option entitles the Holder to purchase and a re-calculated exercise price shall be applied. The re-calculations shall be made by the Company according to the following formulas:

re-calculated number of shares		preceding number of shares for which each
for which each Call Option	=	Call Option entitles to acquisition of x
entitles to acquisition of		number of shares after the bonus issue
		number of shares before the bonus issue
re-calculated exercise price	=	preceding exercise price x number of shares before the bonus issue
		number of shares after the bonus issue

lculated in accordance with the above shall be

The exercise price and the number of shares re-calculated in accordance with the above shall be determined by the Company as soon as possible following the adoption by the general meeting of the resolution to carry out the bonus issue but shall be applied only after the record date for the bonus issue.

- (B) Where the Company carries out a **consolidation** or a **share split**, 7(A) above shall apply correspondingly, in which case the record date shall be deemed to be the date on which the consolidation or share split, upon request by the Company, is effected by Euroclear.
- (C) Where the Company carries out a **new issue of shares** subject to the pre-emptive rights of the shareholders to subscribe for new shares in exchange for cash payment or payment through set-off of claims against the Company, the following shall apply:
 - (i) Where the Board of Directors resolves to carry out the share issue contingent upon the approval of or pursuant to authorization by the general meeting, the resolution of the share issue shall set forth the last date on which exercise of Call Option must be effected in order for a share, which has been transferred following exercise of Call Option, to entitle the Holders to participate in the share issue.
 - (ii) Where the general meeting resolves to carry out the share issue, exercise of Call Option shall be effected, where application to exercise a Call Option is made at such time that it cannot be effected on or before the sixth Banking Day prior to the general meeting which resolves to carry out the share issue, after the resolution on the share issue by the general meeting. Transfer of shares as a consequence of exercise of Call Option which is effected after the decision of share issue shall be recorded on an interim basis in a VP Account which means that the Holders of such shares are not entitled to participate in the issue. Only after the record date of the share issue the registration in the VP Account will become final.

In connection with exercise of Call Option which are effected at such time that no right to participate in the share issue arises, a re-calculated number of shares which each Call Option entitles the Holder to purchase and a re-calculated exercise price shall be applied. The re-calculations shall be made by the Company according to the following formulas:

re-calculated number of shares for which each Call Option entitles to acquisition of preceding number of shares to which each Call Option entitles to acquisition of x (Average Share Price during the subscription period plus the theoretical value of the subscription right calculated on the basis thereof)

Average Share Price during the subscription period

re-calculated exercise price

preceding exercise price x Average Share Price during the subscription period set forth in the resolution regarding the issue

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 re-calculated according to the following formula:

value of the subscription right

maximum number of new shares that may be issued according to the resolution x (Average Share Price during the subscription period – issue price for the new share)

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 re-calculated number of shares and re-calculated exercise price as set forth above shall be determined by the Company within five (5) Banking Days following the expiry of the subscription period and shall be applied to exercise of the Call Option made thereafter.

Exercise of Call Option will not be effected during the period from the date of the resolution approving the issue until the date of the determination of the re-calculated exercise price and re-calculated number of shares in accordance with the above.

(D) Where the Company carries out an **issue of subscription warrants pursuant to Chapter 14 or convertible bonds pursuant to Chapter 15 of the Swedish Companies Act** subject to the preemptive rights for shareholders to subscribe for new shares in exchange for a cash payment or by set-off, or as regards subscription warrants, without payment – the provisions regarding the right of participation in item 7(C)(i) and (ii) above shall apply correspondingly.

In the event of exercise of Call Option which are effected at such time that no right to participate in the share issue arises, a re-calculated number of shares for which each Call Option entitles the Holder to purchase and a re-calculated exercise price shall be applied. The re-calculation shall be made by the Company according to the following formulas:

re-calculated number of shares for which each Call Option entitles to acquisition of	=	call Option entitles to acquisition of x (Average Share Price during the subscription period plus value of the subscription right)
		Average Share Price during the subscription period
re-calculated exercise price	=	preceding exercise price x Average Share Price during the subscription period
		Average Share Price during the subscription period plus value of the subscription right

The value of a subscription right shall be deemed to be equivalent to the volume weighted average price of subscription right transactions for each trading day during the subscription period according to Nasdaq Stockholm's official price list. In the absence of a settled price for any of the days in question, the quoted bid price for that day shall be included in the calculation. A day with neither a settled price nor a quoted bid price shall be excluded from the calculation.

The re-calculated number of shares and re-calculated exercise price as set forth above shall be determined by the Company within five (5) Banking Days after the expiry of the subscription period and shall apply to exercise of Call Option made thereafter.

Exercise of Call Option will not be effected during the period from the date of the resolution approving the issue until the date of the determination of the re-calculated exercise price and re-calculated number of shares in accordance with the above.

(E) In the event the Company, under circumstances other than those set forth in 7(A)-(C) above, **directs** an offer to the shareholders, based upon pre-emptive rights pursuant to the principles set forth in Chapter 13, section 1 of the Swedish Companies Act, to purchase securities or rights of any kind from the Company or where the Company resolves, pursuant to the above-stated provisions, to distribute to its shareholders such securities or rights without consideration, a re-calculated number of shares which each Call Option entitles the Holder to purchase and a re-calculated exercise price shall be applied in conjunction with exercise of Call Option which are effected at such time that shares acquired as a consequence thereof do not entitle the Holder to participate in the offer. The recalculations shall be made by the Company according to the following formulas:

preceding exercise price x Average Share re-calculated exercise price Price during the application period Average Share Price during the application period plus the value of the right to participate in the offering preceding number of shares which each re-calculated number of shares Call Option entitles to acquisition of x for which each Call Option (Average Share Price during entitles to acquisition of application period plus the value of the purchase right) Average Share Price during the application period

The value of the participation right shall be deemed to be equivalent to the volume weighted average price for the share each trading day during the subscription period according to Nasdaq Stockholm's official price list. In the absence of a settled price for any of the days in question, the quoted bid price for that day shall be included in the calculation. A day with neither a settled price nor a quoted bid price shall be excluded from the calculation.

In the event trading in participation rights, as specified in the preceding paragraph, has otherwise not taken place, a re-calculation of the exercise price and a re-calculation of the number of shares which each Call Option entitles the Holder to purchase shall be made to the extent possible upon the application of the principles set forth above in this item 7(E), whereupon the following shall apply. Where a listing is carried out in respect of the securities or rights which are offered to the shareholders, the value of the right to participate in the offer shall be deemed to be the volume weighted average price of these securities or rights each trading day during a period of 25 trading days commencing on the first day for listing, on Nasdaq Stockholm, where applicable reduced by any consideration paid for such securities or rights in conjunction with the offer. In the absence of a quotation of the bid price any of the days in question, the closing transaction price quoted shall form the basis of the calculation. Days on which neither a transaction price nor a bid price is quoted shall not be included for the purposes of the calculation. The period of notification determined in the offer, shall at the re-calculation of the exercise price and the number of shares according to this item correspond to 25 trading days as stated above. In the event that such listing does not take place, the value of the right to participate in the offer shall, to the extent possible, be determined based upon the change in market value regarding the Company's shares which is deemed to have arisen as a consequence of the offer.

The number of shares and exercise price shall be re-calculated by a the Company as soon as possible after the expiration of the offer period and shall be applied to exercise of Call Option made after such determination.

Exercise of Call Option will not be effected during the period from the date of the resolution approving the issue until the date of the determination of the re-calculated exercise price and re-calculated number of shares in accordance with the above.

(F) Should the Company resolve on **cash dividend to the shareholders**, that entails the shareholders receiving dividends which, together with other dividends paid during the same financial year,

exceed the forecasted dividends used in determining the Call Option premium when issuing the Call Option, a re-calculated exercise price shall be used. The re-calculation shall be arranged by the Company. Re-calculation shall be based on the entire relevant deviation. The re-calculation shall be made by the Company prior to each occasion on which Holders are entitled to exercise the Call Option for the purchase of shares and shall take into account each financial year in which a resolution has been made that entails a deviation. Re-calculation shall be made using the same valuation method (Black & Scholes model) and with the same input values used to determine the Call Option premium for the Call Options, except that forecast dividends shall be replaced by actual dividends.

Should the Company decide on a **dividend in kind** to the shareholders, a re-calculation of the exercise 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 re-calculation shall be performed by an independent valuation institute.

(G) In the event the Company's share capital is **reduced through a distribution to the shareholders**, and the reduction is compulsory, a re-calculated exercise price and a re-calculation of the number of shares which each Call Option entitles the Holder to purchase shall be carried out by the Company in accordance with the following formulas:

re-calculated exercise price =

preceding exercise price x Average Share Price during a period of 25 trading days calculated from and including the date the shares was listed ex right to participate in the distribution

Average Share Price during a period of 25 trading days calculated from and including the date the share was listed ex right to demerger consideration plus the value of the distribution which is paid per share

re-calculated number of shares for which each Call Option entitles to acquisition of preceding number of shares for which each Call Option entitles to acquisition of x (Average Share Price during a period of 25 trading days calculated from and including the date the share is listed ex right to participate in the distribution plus the value of the distribution paid per share)

Average Share Price during a period of 25 trading days calculated from and including the date the share is listed ex right to participate in the distribution

On re-calculation according to the above and where the reduction is made by redemption of shares, instead of the actual amount repaid per share an estimated repayment amount shall be used as follows:

estimated repayment amount per share

the actual amount repaid per redeemed share less the Average Share Price over a period of 25 trading days prior to the date when the share was listed ex right to participate in the distribution

the number of shares in the Company providing the basis of the redemption of one share less by the figure 1

The re-calculated exercise price and re-calculated number of shares as set forth above shall be determined by the Company within five (5) Banking Days after the expiration of the stated period of 25 trading days and shall apply to exercise of Call Option made thereafter.

Exercise of Call Option will not be effected during the period from the date of resolution on reduction until the date of the determination of the re-caculated exercise price and re-calculated number of shares in accordance withthe above.

If the share capital of the Company is reduced by redemption of shares with repayment to the shareholders, which reduction is not mandatory, or if the Company – without it being a question of reduction of the share capital – would repurchase own shares but, in the opinion of the Company, such repurchase with regard to its technical framing and economic effects should be equated with a

reduction which is mandatory, a re-calculation of the exercise price and the number of shares that each Call Option entitles the Holder to purchase shall be made by the Company, to the extent possible by the application of the principles stated in this item 7(H).

- (H) If the Company conducts measures covered by items 7(A)–(H) above, or similar measures and, in the opinion of the Company, the application of the re-calculation formula for this purpose, due to the technical configuration, that the re-calculation 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, the Company shall carry out the re-calculations of the exercise price and the number of shares for which each Call Option entitles to purchase for the purpose of a reasonable result of the re-calculation.
- (I) Re-calculations must not result in an increase in the exercise price or a reduction in the number of shares for which each Call Option entitles to acquisition of in cases other than those stated in item 7(B) above. In re-calculations pursuant to the above, the exercise price shall be rounded off to the nearest whole ten (10) öre, with five (5) öre being rounded upwards, and the number of shares rounded off to two (2) decimals.

8. Merger, liquidation, de-merger and bankruptcy

(A) In the event the general meeting approves a merger plan in accordance with Chapter 23, section 15 of the Swedish Companies Act or other equivalent corporate law legislation, pursuant to which the Company is to be merged into another Company, applications to exercise a Call Option may not thereafter be made.

Not later than two months prior to a final determination by the Company in respect of a merger as set forth above, notice shall be given to Holders in respect of the intended merger. Such notice shall set forth the principal contents of the intended merger plan and each Holder shall be notified that applications to exercise a Call Option may not be made following a final decision regarding the merger in accordance with the provisions set forth in the preceding paragraph.

In the event the Company gives notice regarding a planned merger in accordance with the above, each Holder shall be entitled to apply to exercise a Call Option commencing on the date on which notice is given regarding the intended merger, provided that it is possible to effect the exercise not later than the sixth Banking Day prior to the general meeting at which the merger plan, pursuant to which the Company is to be merged into another Company, is to be approved.

(B) If the Company makes a merger plan in accordance with Chapter 23, Section 28 of the Swedish Companies Act or other equivalent corporate law legislation, the following shall apply.

If the parent Company owns all the shares in the Company and the Board of Directors of the Company announces its intention to draw up a merger plan according the provisions of the act stated in the preceding paragraph, then the Company shall, if the last date to exercise a Call Option occurs after such announcement, determine a new last date for notification to exercise (the final date). The final date shall occur within 60 days from the announcement.

In the event the announcement has been made in accordance with what is stated in this item 8(B), the Holder shall be entitled to make such notification up to the final date. The Company shall not

later than four weeks prior to the final date by notification remind the Holder of this right and that notification to exercise a Call Option is not permitted after the final date.

(C) In the event it is resolved that the Company shall enter into **liquidation pursuant to Chapter 25 of the Swedish Companies Act**, regardless of the grounds for the liquidation, applications to
purchase may not thereafter be made. The right to make an application to exercise a Call Option
shall terminate in conjunction with the resolution to place the Company in liquidation, regardless
of whether such resolution has entered into effect. Not later than two months prior to a
determination by the general meeting as to whether the Company shall be placed into liquidation
pursuant to Chapter 25, section 1 of the Swedish Companies Act, notice shall be given to Holders
in respect of the intended liquidation. The notice shall state that applications to exercise a Call
Option may not be made following the adoption of a resolution by the general meeting that the
Company shall enter into liquidation.

In the event the Company gives notice of an intended liquidation in accordance with the above, each Holder shall be entitled to apply to exercise the Call Option commencing on the date on which notice is given, provided that it is possible to effect the exercise at such time that the Share can be represented at the general meeting at which the issue of the Company's liquidation shall be addressed.

(D) Should the general meeting approve a **de-merger plan according to Chapter 24, section 17 of the Swedish Companies Act**, according to which the Company shall be divided so that a part of the Company's assets and debts are taken over by one or several other companies against payment to the shareholders in the Company, the Company shall, provided that the partition is registered with the Swedish Companies Registration Office (Sw. Bolagsverket), at a notification to exercise a Call Option made during the period of partition resulting in the shares received not being subject to demerger consideration, apply a re-calculated exercise price and a re-calculated number of shares that each Call Option entitles the Holder to purchase, to the extent possible in accordance with the following formulas:

re-calculated exercise price

preceding exercise price x the Average Share Price during a period of 25 trading days from and including the date on which the shares are listed ex right to demerger consideration

Average Share Price during a period of 25 trading days calculated from and including the date when the shares are listed ex right to demerger consideration plus the amount repaid per share

re-calculated number of shares for which each Call Option entitles to acquisition of preceding number of shares for which each Call Option entitles to acquisition of x (Average Share Price during a period of 25 trading days calculated from and including the date the shares were listed ex right to repayment plus the amount repaid per share)

Average Share Price during a period of 25 trading days calculated from and including the date the shares are listed ex right to repayment

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 25 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.

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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 re-calculated exercise price and re-calculated number of shares as set forth above shall be determined by the Company within five (5) Banking Days after the expritation of the stated period of 25 trading days and shall apply to exercise of Call Option made thereafter.

Exercise of Call Option will not be effected during the period from the date of the dividend resolution until the date of the determination of the re-calculated exercise price and the re-calculated number of shares in accordance with the above.

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.

Where all assets and liabilities of the Company are taken over by two or more other companies, on paying consideration to the shareholders of the Company, the provisions of item 8(B) above shall to the extent possible apply correspondingly. This means, inter alia, that the right to demand to exercise

- a Call Option shall terminate simultaneously with the registration in accordance with the Swedish Companies Act Chapter 24, section 27 and that notice shall be given to the Holder not later than one month prior to a determination by the general meeting of shareholders on the division plan.
- (E) Notwithstanding the provisions set forth in items 8(A)–(D) above stating that applications to exercise a Call Option may not be made following the approval of a merger, liquidation or partition plan, the right to make an application to exercise the Call Option shall re-apply in circumstances where the merger and the partition, respectively, is not carried out or the liquidation is terminated.
- (F) In the event the Company is declared **bankrupt**, application to exercise a Call Option may not take place after the date of the receiving order. Where, however, the receiving order is reversed by a court of higher instance, application to exercise may be made.
- (G) The provisions relating to the final date and notification in item 8(B) above in respect of mergers shall apply correspondingly if a Swedish parent Company, alone or together with a subsidiary owns more than 90 per cent of the shares in the Company, and the parent Company announces its intention to **compulsory acquisition**.

9. Nominees

In respect of Call Options 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 nor 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 Call Options shall be issued to all registered Holders and other Holders of rights listed on a securities account.

12. Confidentiality

The Company, 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 Call Options.

13. Amendment of terms and conditions

The Company may 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 Company, for practical reasons it is necessary or desirable and the rights of Holders are not impaired.

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.