

This prospectus was approved by the Swedish Financial Supervisory Authority on 8 February 2022. The validity of this prospectus will expire within twelve (12) months after the date of its approval. The obligation to supplement this prospectus in the event of significant new factors, material mistakes or material inaccuracies will not apply when this prospectus is no longer valid.



YA Holding AB (publ)

PROSPECTUS REGARDING THE ADMISSION TO TRADING OF

SEK 480,000,000

**SENIOR SECURED CALLABLE SUSTAINABILITY LINKED
FLOATING RATE**

2021/2024

ISIN: SE0016831150

8 February 2022

IMPORTANT INFORMATION

This prospectus (the “**Prospectus**”) has been prepared by YA Holding AB (publ), Swedish reg. no. 556969-1727 (“**YA Holding**”, the “**Company**” or the “**Issuer**” or together with its direct and indirect subsidiaries, unless otherwise indicated by the context, the “**Group**”), in relation to the application for admission for trading of the Issuer’s SEK 480,000,000 senior secured callable sustainability linked floating rate 2021/2024 with ISIN SE0016831150 (the “**Bonds**”), issued under a framework of SEK 650,000,000, of which SEK 480,000,000 was issued on 17 December 2021 (the “**Issue Date**”), in accordance with the terms and conditions for the Bonds (the “**Terms and Conditions**” and the “**Bond Issue**”, respectively), on the sustainable bond list on Nasdaq Stockholm Aktiebolag (“**Nasdaq Stockholm**”). Concepts and terms defined in Section “*Terms and Conditions for the Bonds*” are used with the same meaning throughout the entire Prospectus unless otherwise is explicitly understood from the context or otherwise defined in this Prospectus. The Issuer may at one or more occasions after the Issue Date issue Subsequent Bonds under the Terms and Conditions, until the total amount under such Subsequent Bond Issue(s) and the Bond Issues equals SEK 650,000,000. Only Bonds that have been issued as of the date of approval of the Prospectus may be admitted to trading based on the Prospectus.

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

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

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

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

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

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

TABLE OF CONTENTS

RISK FACTORS	1
THE BONDS IN BRIEF	12
DESCRIPTION OF THE ISSUER AND THE GROUP.....	17
OWNERSHIP STRUCTURE	21
THE BOARD OF DIRECTORS, EXECUTIVE MANAGEMENT AND AUDITORS.....	22
SUPPLEMENTARY INFORMATION	25
FINANCIAL INFORMATION.....	26
TERMS AND CONDITIONS FOR THE BONDS	28
ADDRESSES	29

RISK FACTORS

In this section, a number of risk factors are illustrated, both risks pertaining to the Issuer and the Group's market risks, business risks, legal and regulatory risks, financial risks and risks relating to the Bonds. The purpose of this section is to enable a potential investor to assess the relevant risks related to their potential investment in the Bonds in order to make an informed investment decision. Each of the risk factors set forth below describe risks which, in the meaning of Regulation (EU) 2017/1129, are material and specific to the Issuer and the Bonds.

The relative degree of materiality of each risk factor is illustrated by an assessment of the Issuer of the probability of its occurrence and the expected magnitude of its negative impact if it would occur, for the purpose of which the probability is stated to be "low", "medium" or "high" and the magnitude of negative impact is stated to be "low", "medium" or "high". Irrespective of the probability or magnitude of negative impact stated in relation to each risk factor, all risk factors included below have been assessed by the Issuer to be material and specific to the Issuer and the Bonds in the meaning of Regulation (EU) 2017/1129.

The risk factors are organised in several categories and the most material risk factor in a category is presented first in each category. Subsequent risk factors in the same category are not purported to be ranked in order of materiality or probability of occurrence.

RISKS SPECIFIC AND MATERIAL TO THE ISSUER AND THE GROUP

I. Risks relating to the Group's business activities, the industry and the market

Public procurement procedure

The Company is one of Sweden's largest vocational education companies. The Group has presence in over fifty locations, plenty of educational units across Sweden and a growing presence in Finland. A vast majority of the Group's sales derive from contracts related to the public procurement (Sw. *offentlig upphandling*) and a small amount from contracts related to the private sector (private educations). All contracts entered into with public authorities, such as the Swedish Public Employment Service (Sw. *Arbetsförmedlingen*) ("AF"), shall be entered into following a public procurement procedure. For the financial period ended 30 September 2021, approximately 62 per. cent of the Group's sales derive from contracts entered into with AF, whereas approximately 20 per cent. vocational universities, 14 per cent. from municipalities and private companies account for remaining 4 per cent. Said agreements are generally entered into for a fixed two year term, with the possibility for AF to prolong the contracts with one year two additional times. There can be no assurance that AF will prolong the contracts and if a contract is not prolonged, the Company will not receive the anticipated income for its business. Upon expiry of the agreements, a new procurement procedure must be initiated in order for the business to continue, and there is a risk that AF decides not to continue the education, move it to another geographical location, or that the Group will not be re-awarded the tendered contracts. Should the Group not win enough tender processes or not be able to renew any existing contracts when the contracts expire it could have a material negative impact on the Group's results. There is also a risk that the Group is unsuccessful or face difficulties attracting customers if AF were to radically reform or even close-down, which could have a material adverse effect on the Group's growth and its business prospects (as further described under Section "Political risks" below).

Moreover, if the Company is awarded a contract, there are normally low to no volume guarantees in participants and thus a risk that, *inter alia*, income will be lower than expected. The contracts include commitments with regards to providing teachers, premises, equipment, etc., regardless of the number of participants. Failure to fill the courses with a sufficient number of participant may lead to higher than anticipated fixed costs ratios for providing the courses and a suboptimal use of the Group's resources. Furthermore, there is a risk that an award decision is challenged by a competitor in the Swedish Administrative Courts and the court can decide that the procurement shall be recommenced, causing delay, increased costs or even jeopardizing the award of the contract,

which would render a loss of income to the Group. As an example, AF completed a procurement process of professional truck and bus drivers' educations during 2021. The Group was awarded 25 out of 27 locations regarding truck drivers and 20 out of 23 locations regarding bus drivers, with an annual value of approximately SEK 200 million and SEK 100 million, respectively. However, the decisions was challenged in the Swedish Administrative Court, which caused a delay in the start-up of the trainings. The Swedish Administrative Court did not find any reason to intervene against AF's procurements.

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

Contract terms and other factors affecting profitability

As a result of the public procurement procedure required for the majority of the customer contracts of the Group (as described under Section "*Public procurement procedure*" above), and in particular as a result of the fixed terms of such contract, there is a risk that the terms of such underlying tender agreements cannot be matched with the terms of the Group's suppliers and other production-related agreements (*e.g.* agreements in relation to leasing of equipment, employment and premises and various supplier agreements), causing increased costs in relation to income. There is also a risk that other factors are impacting profitability such as higher use of consultants than anticipated, start-up costs for new educations, and as mentioned above, that a lower number of participants in certain educations compared to budget result in comparatively high fixed costs such as costs for premises and staff. If any of these risks were to materialise, there is a risk that the Group will suffer a decrease in sales, increased costs or be unable to provide educations, which will have a negative effect on the Group's revenue and operating results.

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

Political risks

Publicly funded vocational education is a highly regulated business. The Group is therefore affected by political reforms and decisions, changes to the policies and procedures of AF, other authorities implementing regulations, introduction of new legislation or regulations or changes regarding the application of existing legislation or regulations and other changes, regarding for example higher vocational education permits or other matters applicable to the Group's operations or its clients. Moreover, the Group's business is to a large extent governed by political budgetary resources. Political budgetary resources are rapidly changing. The political risks can in turn be divided into several dimensions; *i.e.* in which way the political budgetary funds are to be used and which educational measures are having the priority but also the procurement risk towards AF. For example, the labour market training has experienced reduced volumes in previous years, and there are ongoing discussions to move labour market training to vocational secondary education, why there is a risk that the market development will be negatively impacted by further reducing funding for AF. If such risk was to materialise, the Group's operation will not grow or be retained as predicted or required, which could have an adverse effect on the Group's business as well as its operating results.

AF has also implemented a savings programme during 2018 in order to meet new state budget limits. Having a reduced political support for AF means that the Group will have to adapt its business activities in accordance therewith and it is unclear how such reduced budget for AF will impact the Group's volumes. Furthermore, there is a risk in a potential radical reform or even close-down of AF and hence in such scenario less course participants will be referred to the Company, leading to reduced volumes and utilisation rates.

Since a majority of the Group's revenues are derived from contracts entered into with AF, a reduction or close-down of AF, including the municipalities' use of financial resources, including any reforms, changes of policies and new legislation or changes in relation thereto could have a material negative impact on the Group's business as well as its operating results should the Group fail to diversify its sources of revenues.

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

Risks related to acquisitions and acquired companies

The Group may, from time to time, evaluate potential acquisitions that are in line with the Group's strategic objectives of expanding the Group's geographical reach and customer base. As announced on 27 October 2021, the Group has entered into a share purchase agreement in respect of the shares in Arcus Utbildning & Jobbförmedling AB.

There is a risk that the Issuer will be unable to find suitable target companies, as well as there is a risk that acquired companies will not achieve expected financial targets. If an acquired company underachieve financially or can only be acquired at high prices, the returns on the Group's investment, in terms of dividends and capital gain, might be lower than expected, having a material adverse effect on the Group's cash flow and future profits and financial position.

Further, it is not certain that material commercial or financial issues regarding a target company are discovered during due diligence reviews. When conducting a due diligence of a target company, reliance may be placed on public information, which often is limited and include information provided by the target company itself. Public information or third-party sources may however be limited and could be inaccurate and/or misleading as such information in part might be furnished in bad faith to increase or uphold the purchase price. Therefore, the Company cannot always be certain that the due diligence review will reveal all relevant facts and risks that could be necessary in order to attain a reasonable evaluation of the relevant target company. Risks identified and considered prior to each acquisition can also be misjudged and the scope of the due diligence review may prove insufficient. Furthermore, there is a risk that the purchase agreement may lack sufficient warranties in regard to the identified and unidentified risks. If any of these risks were to materialise, the Group could acquire companies at too high prices resulting in lower returns on investments, which could have a material adverse effect on the Issuer's ability to make payments under the Bonds.

Furthermore, certain deficiencies or misconduct in acquired companies could, in an extension, entitle public authorities to exclude such companies from future public procurements as well as terminating ongoing contracts. It is generally held that Swedish public procurement regime does not allow public authorities to exclude a company from a procurement on the mere fact that grounds for exclusion apply to another company in the same group. However, the Issuer or any other Group company may face harder scrutiny from authorities in future procurements if they have a connection to a company that has, *inter alia*, been excluded to participate in public procurements. There is therefore a risk that insufficient due diligence or deficiencies in a Group company could have a material negative impact on the Group's business as well as its operating results.

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

Service development and fluctuations in demand

The Group's growth and development is dependent upon its ability to develop new and innovative services and its ability to attract its customers (such as public authorities, private companies or students). The Group's educational services are focused on five segments; labour market training, vocational university, vocational secondary education, private and corporate competence development and matching services. There is a risk that the Group will not continue to be successful in its business fields (or any other new fields), as well as there is a risk that the Group will not receive sufficient funding in order to provide, *inter alia*, labour market training.

Also, in times of economic growth, there is a risk that the market develops in a way that negatively impacts the demand for the Group's educational services. The Group is reliant on demand for the Group's services. Such demand is dependent on, *inter alia*, unemployment, immigration levels and political decisions. Regulatory changes and budget changes are also affecting the demand for the Group's services. Contracts to which the Group has

entered into may include commitments to deliver education even if only a few participants apply and in such scenario there is a risk that profitability will become low or even negative. Changes in demand arising due to economic downturn or customers sourcing alternative educational services or providers, among other factors, and tender processes could have a material negative impact on the Group's operations, financial position and results. Should the Group not be able to develop its educational services successfully or not being able to adopt its business to the relevant market conditions, it could have a material negative impact on the Group's business as well as its operating results.

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

Risks related to scrutiny and transparency under contracts, as well as inadequate compliance

The Group's prospects and financial and operational results are dependent on the Group's ability to be awarded public contracts and to maintain and/or prolong such contracts. Contracts entered into with state entities are generally subject to more extensive review and publicity than contracts between private parties. Such review entail an increased risk of reputational damage. Furthermore, given the requirements of public disclosure applicable on public contracts and other relations and/or communication with state entities, information provided by the Group to customers is to be disclosed, which could cause material damage the Group's competitive position or lead to reputational or financial loss. As a result, there is a risk that the Group's operations from time to time will be subject to the "public eye". Any loss of confidence may be difficult for the Group's operations to overcome and may cause the Group comprehensive costs. Negative media attention could therefore affect, *inter alia*, the established trademarks of the Group and the Group's ability to attract customers and participants, and could in turn have a material negative impact on the Group's operating results.

Further, the Group has several of education segments that occasionally suffer from quality and/or reputational problems, as well as premises and equipment that must fulfil certain requirements and therefore are subject to regular inspections. Inadequate compliance may lead to penalties, fines or other sanctions, as well as negative publicity, which would reduce the attractiveness of the Group's education services. There is also a risk that the customers and students due to, *inter alia*, rapid changes on the labour market, conclude that the Group's educations are not relevant in order to get a job. This can result in a loss of students and the need for extra resources, which has a negative impact on the profitability.

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

Competition risks

The Group operates in a competitive industry and there is no guarantee that the Group's educational services will be preferred over competing companies' existing or future educational services on the labour market. Further, there is no guarantee that the Group will be awarded contracts from AF or that AF will operate in the same way as today. The Group's competitiveness is, amongst other things, dependent on its ability to predict future changes in the industry and to quickly adapt to current and future market needs (such as digital education or changes relating to any political decisions). It may become necessary for the Group to make significant investments, restructure operations or implement price reductions in order to adapt to new competition and/or still be awarded contracts. If the Group has to make significant investments, restructurings or price reductions due to increased competition, it could have a material negative impact on the Group's results.

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

Risks related to rental of premises and lease obligations

The Group conducts its operations in over fifty locations and are primarily conducted in leased premises. A prerequisite for attractiveness, growth and continual operation is access to good premises in attractive locations. The availability and cost of leased premises are mainly determined by the general economic climate. Both public and other independent providers operate in the same market when it comes to the availability and cost of premises. There is no guarantee that any increases in leasing costs (including premises and other leases) will immediately, or in general, be compensated by a corresponding increase in the public funding. A shortage of premises and increased costs of premises may have a negative impact on the Group's results, which, in turn, could have a material adverse effect on the Group's results of operations.

Further, to secure the use of premises, the Group enters into leases. The length of the lease is determined by, *inter alia*, the type of educations conducted in the premises and the degree of adaptation that is required, as well as to a certain extent the location of the premises. In respect of the financial period ended 30 September 2021, the total leasing costs (including premises, vehicles and other leases) account for approximately 10 per cent. of the Group's cost base, making it the second highest cost item. Hence, efficient use of premises and high capacity utilisation are important in terms of enabling the businesses to maintain a healthy margin. At lower volumes, lease obligations impose limitations to the capability of the business to adapt, and if a lease has to be terminated prematurely the remainder of the lease term may have to be bought out.

Moreover, the Group leases vehicles and machinery that is used in, *for e.g.*, professional truck and bus drivers' educations. Investments in vehicles and machinery and equipment are financed mainly via leasing, which is reported as usufruct assets of SEK 96 million and leasing liabilities amounting to SEK 103 million. On average, the leasing agreements run for a period of three years and are either non-terminable or can only be terminated prior to their maturity for a significant termination fee. Further, some leasing agreements include an option to purchase the underlying asset at the end of the leasing period or the option to extend the leasing period. As further explained under "*–Risk factors specific and material to the Issuer and the Group– Risks relating to the Group's business activities, the industry and the market–Public procurement procedure and lack of optimization of contract terms*", failure to fill the Group's courses with a sufficient number of participant or failure to match the terms of the tender agreements with the terms of the leasing agreements may lead to a suboptimal use of the Group's resources, which could have a material adverse effect on the Group's future revenue and financial position.

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

Risk related to payroll costs and ability to attract and retain personnel

The Group's operation is labour-intense and dependent on qualified personnel (including management, teachers and other personnel) located nearby the Group's locations in Sweden and Finland. As of 30 September 2021, the personnel expenses accounted for 48 per cent. of the Group's cost base. However, higher qualifications requirements for teachers, combined with a general teacher shortage and political as well public pressure, may drive the teachers' salaries upward, which, in turn, could lead to increased payroll costs for the Group. Although the Group believes its salaries to be competitive compared to its competitors, it cannot be ruled out that the Group must increase the teachers' salaries in order to avoid a teachers shortage. Further, as the Group enrolls more students, the Group must successfully recruit personnel with sufficient knowledge, experience and skills. The Group may experience difficulties in managing its business, including problems relating to shortages of qualified personnel. These problems could, *inter alia*, result in a lower chance to be rewarded contracts, which, in turn, could have a material adverse effect on the Group's results of operations.

Further, if the Group is unsuccessful in its retention efforts, the growth and development of the Group's business may slow down or be reduced significantly. Unsuccessful retention efforts, as well as difficulties in recruiting qualified personnel, could also lead to an unsustainable workload. Such consequences could have a negative effect on the Group's business and in the long run, the Group's operating results and growth.

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

II. Legal and regulatory risks

Permits and public funding

Higher vocational education requires permits from the Swedish National Agency for Higher Vocational Education (Sw. *Myndigheten för Yrkehögskolan*), as well as some part of the Group's operations are permission based education, which requires permits (e.g. the operation of a traffic school requires a permit from the Swedish Transport Agency (Sw. *Transportstyrelsen*)). The Group is dependent on the abovementioned permits in order to carry out its business, as well as all contracts entered into with AF requiring such permits will be terminated if the Issuer does not hold necessary permits. There is a risk that such permits are not obtained or renewed, causing a loss of income, or even jeopardizing the Group's operations. The application process could also be time-consuming and associated with costs. Furthermore, the Group has historically been, and may from time to time be, subject to various review and complaints in regard to the Group's permits, which at worst could result in the Group losing necessary permits.

During the period January to July 2021, the Issuer has been subject to supervision by the Swedish Transport Agency at five of the Group's approximately thirty locations for the period late 2019 to early 2021. The supervision was initiated due to a number of complaints and comments received by the Swedish Transport Agency in respect of the Group's professional driver educations and the purpose of the supervision was to ensure that the Issuer's business was conducted in accordance with current regulations. The supervision was conducted in five locations where the Issuer conducts professional truck and bus drivers' educations. Within the scope of the supervision, the Swedish Transport Agency has, *inter alia*, observed that several students have been reported for completed basic training for professional driver competence before all mandatory parts of the courses had been completed and that essential elements in the educations (such as overtakings and driving on slippery surfaces) were missing. In sum, the Swedish Transport Agency considered that there were significant shortcomings in the Issuer's quality assurance work. The Issuer acknowledged the historical shortcomings and has consequently initiated immediate remedial actions, including an external investigation by a major Swedish law firm regarding the shortcomings in the Issuer's quality work, as well as staging an extensive action plan to remedy the identified shortcomings and ensuring that there are no other deficiencies. Within the scope of the Issuer's internal and commissioned external investigation, certain additional shortcomings have been identified by the Issuer and appropriate remedial actions have been initiated in relation thereto. The Issuer has kept the Swedish Transport Agency informed about such additional shortcomings and the Issuer is keen to maintain a good and constructive dialogue with the Swedish Transport Agency, *inter alia*, when it comes to remedying all shortcomings in the Issuer's operations, as well as ensuring the Issuer's quality assurance work going forward. However, the Group will be subject to continued supervision and increased scrutiny and there can be no assurance that the Swedish Transport Agency considers that the Group has fully remedied the identified shortcomings. If the Swedish Transport Agency deems that the remedial actions undertaken are not sufficient or deems that further shortcomings have occurred, the Group may be subject to one or more sanctions by the Swedish Transport Agency. Such sanctions could include loss of necessary permits in order to conduct professional truck and bus drivers' educations and/or its tutors may be suspended, which in turn would have a material adverse effect on the Group's reputation, business, results of operations and future prospects.

Furthermore, a majority of the Group's operations are based on public funding. Access to these funds depend on the societal and political priorities, as well as the general economic situation. This means that, *for e.g.*, a recession could entail lower tax revenues and in turn reduce the public funding to vocational education. Along with budgetary changes, this could lead to lower grant per each enrolled student. Lowered grants could have an adverse effect on the Group's business and prospects.

During 2020, the Swedish government provided substantial aid packages to the municipalities in order to combat the consequences of the COVID-19 pandemic. However, many municipalities and authorities still face economically hardship and are likely to review their costs going forward, which could affect the public funding of the Group's businesses. There is also a risk that the number of students participating in the education programmes would decrease, due to, *inter alia*, a general economic recovery after the pandemic, which would cause an adverse effect on the Group's business.

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

Risk relating to data privacy

The Group handles large amounts of personal data in relation to its employees, customers and students. The business environment in which the Group operates faces the risk of, *inter alia*, data leakage, which may strike personal data pertaining to employees, customers and students. There is also a risk that the Group's security measures, routines and practices are not sufficient to prevent improper access to, or disclosure of, personally identifiable or proprietary information.

Further, within the European Union, data protection legislation is comprehensive and complex with a trend towards a more stringent enforcement of requirements regarding protection and confidentiality of personal data. Further, the data protection authorities in Sweden and Finland, *i.e.* were the Group is conducting its business, may interpret the applicable legislation differently and data protection legislation is a dynamic field of law where applicable guidelines and previous precedents are often revised, sometimes with limited, if any, regard to legacy equipment or systems in use, all of which increase said complexity. Failure or partial failure to comply with data protection rules and regulations across the European Union could result in substantial fines. Further, unauthorized access to information stored by the Group or by a third party on behalf of the Group, intentionally or accidentally, including failure to detect such access or to notify data subjects in a timely manner, may cause damage to the Group's reputation as a trusted partner, constitute a breach of administrative and criminal law and could entail that the affected persons are eligible for compensation for damages from the Group.

Should the Group be unable to comply with the measures and requirements set out in relevant data protection legislation such non-compliance could lead to significant administrative fines. Should such risks materialise, it could have a material negative impact on the Group's results.

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

III. Financial risks

Credit risk and counterparty risk

The Group is exposed to credit risk. The Group's current and potential customers may find themselves in situations, for example due to financial circumstances, where they cannot pay the agreed remuneration as it falls due or otherwise abstain from fulfilling their obligations. As of 30 September 2021, accounts receivable amounted to SEK 14.5 million and the total provisions for expected credit losses amounted to SEK 0.36 million. If the Group's counterparties are unable or unwilling to fulfil their obligations towards the Group, it could have a material negative impact on the Group's results of operations.

As of today, the Group's receivables are almost exclusively from AF, municipalities and the Swedish National Agency for Higher Vocational Education, where the risk of insolvency is generally lower. There is therefore a risk that the Group's accounts receivables will increase if, *inter alia*, AF was partly or wholly privatized, since privately owned businesses may be less economically stable compared to municipalities and authorities. Further, if any of the customers claim breach of contract or cite any other reason for stopping or withholding payment to the Group, regardless of whether or not any grounds exist for such claims, the Group may be forced to initiate legal

proceedings or initiate coercive measures to receive payment. It may also be time-consuming and/or difficult to collect receivables. Delayed payments or non-payments from customers could lead to reduced revenues.

In addition, counterparty risks within the Group's financial operations arise, *inter alia*, in the event of investment of excess liquidity and upon obtaining long-term and short-term credit agreements. If any counterparty risk arises it could have a material negative impact on the Group's financial position.

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

Liquidity risk, refinancing risk and early redemption risk

Liquidity risk is the risk that the Group cannot meet its payments obligations at the maturity date without the costs for obtaining cash or cash equivalents increasing significantly. If the Group's liquidity sources prove not to be sufficient, even if actions are taken to improve liquidity, there is a risk that the Group can only meet its payment obligations by raising funds on terms significantly increasing its financing costs or that the Group cannot meet its payments obligations at all and as a result thereof being in default under material agreements entered into by the Group, which could have a material negative impact on the Group's financial position. There is also a risk that the Group's existing financing is terminated and that the Group cannot replace such financing as necessary, such as for example the Group's credit facilities (from time to time).

The financial costs could be higher and/or the refinancing possibilities could be limited or non-existent when the Notes or other debt owed by the Group falls due and needs to be refinanced. This in turn could affect the Company's liquidity and consequently affect the possibility to repay debt as it falls due and which in turn could have a material negative impact on the Group's financial position.

Upon the occurrence of certain events, the Company is obliged under the Terms and Conditions to, at the request of any Noteholder, mandatorily redeem the Notes held by such Noteholder. If this occurs, the Company will be exposed to an increased liquidity risk, *i.e.* the risk that the Company cannot fulfil its financial obligations due to a shortage of available cash or cash equivalent assets and that such financial obligations can only be fulfilled at a high financing cost or, in a worst case scenario, not at all. If such circumstances were to occur, it could have a material negative impact on the Group's financial position, which, in turn could have a material adverse effect on the Group's business and prospects.

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

RISK FACTORS SPECIFIC AND MATERIAL TO THE BONDS

I. Sustainability-linked risks

Risks related to the sustainability-linked characteristics of the Bonds

The Bonds are issued in accordance with the Sustainability-Linked Bond Principles 2020 (the "**Sustainability-Linked Bond Principles**") published by the International Capital Markets Association, meaning that certain clauses in the Terms and Conditions are connected to the Issuer's performance in relation to the selected Sustainability Performance Target (as defined in the Terms and Conditions) (the "**SPT**") as observed on the relevant Target Observation Dates (as defined in the Terms and Conditions). Even if the Terms and Conditions provides for that a certain additional premium shall be paid should the Issuer fail to reach its SPT upon redemption of the Bond in full, the Bonds may not satisfy an investor's requirements or any future legal or quasi-legal standards for investment in assets with sustainability characteristics. In particular, Bonds are not being marketed as "green", "social" or "sustainable" bonds as the net proceeds from the Bonds will be used for general corporate purposes. Since the Issuer does not commit to allocate the net proceeds specifically to projects or business activities meeting sustainability criteria and is not subject to any other limitations or requirements that may be associated with

“green”, “social” or “sustainable” bonds, certain investors may not be able to invest in the Bonds which could adversely affect the secondary trading and liquidity of the Bonds.

Furthermore, the payment of any additional premium payable upon the redemption of the Bonds will depend on the Issuer achieving, or not achieving, the SPT, which may be inconsistent with or insufficient to satisfy investor requirements or expectations. The Issuer’s SPT is aimed at achieving a certain percentage of graduating students to be employed at the latest 90 business days following completion of their course with the Group (as further described under the definitions “**Employment Rate**” and “**Sustainability Performance Target**” in the Terms and Conditions). The Issuer’s SPT is therefore uniquely tailored to the Group’s business, operations and capabilities, and does not easily lend itself to benchmarking against similar sustainability performance targets, and the related performance, of other issuers. Due to the SPT being specifically tailored to the Issuer, it may be difficult to assess the likelihood of the Issuer achieving, or not achieving, the SPT, hence difficult to assess the probability of any additional premium to be paid upon redemption, which in turn could impact future investors’ willingness to invest in the Bonds and thereby the secondary trading in the Bonds.

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

Risks that may result from the failure to meet the Sustainability Performance Target

If the SPT is not met at the relevant Target Observation Dates (as defined in the Terms and Conditions) it will give rise to a Sustainability Step Up (as described in the Terms and Conditions) but will not constitute an Event of Default under the Bonds. Furthermore, if the Issuer Fails to meet the SPT during the lifetime of the Bonds such failure will not impact the structural characteristics of the Bond unless such failure is observed at the Target Observation Dates in connection with the full redemption of the Bonds, which redemption could be made at the Issuer’s discretion during the lifetime of the Bonds (however, at a premium). As certain investors may have limitations in respect of their portfolio mandates or be obliged to exclude certain investments due to Environmental, Social and Governance (“**ESG**”) considerations, the Issuer’s failure to meet the SPT during the lifetime of the Bonds may adversely impact investors’ prospects of disposing of its Bonds and may therefore impact the secondary trading and/or the liquidity in the Bonds.

In addition, the failure of the Issuer to achieve its SPT would not only result in the Issuer having to pay an increased premium upon redemption, but could cause the Group having to invest significant resources to reach the SPT and could also harm the Group’s reputation, the consequences of which could, in each case, adversely affect the Group’s business, financial position and future prospects.

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

There is no legal or regulatory definition of what constitutes a “sustainability-linked” or other equivalently labelled finance instrument

The Bonds include a redemption premium step-up linked to the non-achievement of the SPT. There is currently no clear definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes, a “sustainability-linked” or an equivalently labelled financial instrument.

Legislative and nongovernmental developments in respect of sustainable finance are continuously evolving, and such legislation, taxonomies (such as the entering into force and development of Regulation (EU) 2020/852 (Taxonomy Regulation) in respect of a unified classification system in relation to sustainability), standards or other investment criteria or guidelines with which potential investors or its investments are required to comply, whether by any applicable laws or regulations or by its own by-laws or investment portfolio mandates may determine that the Bonds do not qualify as investments for such investors. This could in turn lead to that present or future investor expectations or requirements are not met and could have adverse effects on the value of such investors’ investment

and/or require such investors to dispose of the Bonds at the then prevailing market price which could be less favourable.

The Issuer's Sustainability-Linked Finance Framework (as defined in the Terms and Conditions) (the "**Framework**") is aligned with the Sustainability-Linked Bond Principles, which principles however have been developed as voluntary industry guidelines and no legislative measures or supervisory nor regulatory review has been conducted in relation to the Sustainability-Linked Bond Principles.

The Issuer has appointed ISS Corporate Solutions (a part of Institutional Shareholder Services Inc.) ("**ISS**") for an independent evaluation of the Issuer's Framework. ISS is neither responsible for how the Framework is implemented and followed up by investors, authorities (as applicable) or other stakeholders, nor is ISS responsible for the Issuer's performance in relation to the SPT. There is a risk that the suitability or reliability of any opinions issued by ISS or any other third party made available in connection with the issue of Bonds or Subsequent Bonds are challenged by the Issuer, a potential investor, the holders of Bonds, or any third party. Furthermore, ISS is currently not subject to any regulatory regime or oversight and there is a significant risk that such providers will be deemed as not being reliable or objective in the future as the requirements on certification and approval through regulatory regime or oversight may be implemented.

Due to the rapidly changing market conditions for sustainability-linked bonds, there is a risk that current or future investor expectations will not be met which could negatively affect the secondary trading of the Bonds. Furthermore, should such market conditions significantly change, there is a risk that a holder of Bonds cannot trade its Bonds at attractive terms, or at all, or that the possession of Bonds is connected to reputational damage.

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

The Bonds may not be included in any dedicated sustainability-linked or other equivalently-labelled index, and any such inclusion may cease at any time

The Bonds may not be eligible for any dedicated sustainability-linked bond, ESG-related securities or other equivalently-labelled index, either due to the decision of the index provider following its assessment of the Bonds or due to the Group's ESG credentials or failure of the Issuer to maintain eligibility. In addition, even if the Bonds are included in any such index, inclusion therein may cease at any time due to action by the index provider or the Group, including upon the Issuer failing to achieve the SPT. The occurrence of any such event could negatively affect the Group's reputation, have a negative impact on the secondary trading in the Bonds and/or require certain investors with specific portfolio mandates to invest in such securities to dispose of the Bonds at the then prevailing trading price.

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

II. Risks related to security, structural subordination and prioritised creditors

Dependence on subsidiaries

A significant part of the Group's assets and revenues relate to the Issuer's subsidiaries. Accordingly, the Issuer is dependent upon receipt of sufficient income related to the operation of and the ownership in such entities to enable it to make payments under the Bonds. The Issuer's subsidiaries are legally separate and distinct from the Issuer and have no obligation to pay amounts due with respect to the Issuer's obligations and commitments, including the Bonds, or to make funds available for such payments. The ability of the Issuer's subsidiaries to make such payments to the Issuer is subject to, among other things, the availability of funds.

Should the value of the business conducted in the subsidiaries or the associated companies decrease, and/or should the Issuer not receive sufficient income from its subsidiaries and associated companies, the investor's ability to receive payment under the terms and conditions may be adversely affected.

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

Structural subordination and insolvency of subsidiaries

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

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

Transaction Security

The Issuer's obligations and liabilities towards the Bondholders under the Terms and Conditions are secured by pledges over Group's shares in certain Group Companies. The shares that are provided as security for the benefit of Bondholders may provide for only limited repayment, in part because these shares may not be liquid and their value to other parties may be less than their value to the Group. As a result, the Bondholders may not recover full or any value in the case of an enforcement sale of such pledged shares. If the proceeds from an enforcement are not sufficient to repay all amounts due under or in respect of the Bonds, then the Bondholders will only have an unsecured claim against the remaining assets (if any).

Moreover, the security will be subject to laws protecting debtors and creditors generally, including restrictions on fraudulent conveyance or voidable preference and hardening periods applicable under relevant bankruptcy laws. These restrictions may give an insolvency receiver or other creditors a right to challenge or void the security.

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

THE BONDS IN BRIEF

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

General

Issuer	YA Holding AB (publ), Swedish reg. no. 556969-1727.
Resolutions, authorisations and approvals	The Issuer’s board of directors resolved to issue the Bonds on 1 December 2021.
The Bonds offered.....	SEK 480,000,000 in an aggregate principal amount of senior secured callable sustainability linked floating rate bonds due 17 December 2024.
Nature of the Bonds	The Bonds constitute debt instruments (Sw. <i>skuldförbindelser</i>), each of the type set forth in Chapter 1, Section 3 of the Central Securities Depositories and Financial Instruments Accounts Act (Sw. <i>lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument</i>).
Number of Bonds	As of the date of this Prospectus, 384 Bonds have been issued. A maximum of 520 Bonds may be issued under the Terms and Condition. Only Bonds that have been issued at the date of approval of the Prospectus may be admitted to trading based on the Prospectus.
ISIN.....	SE0016831150.
Issue Date	17 December 2021.
Price	All Bonds issued on the Issue Date have been issued at an issue price of 100.00 per cent. of the Nominal Amount.
Interest Rate	Interest on the Bonds is paid at a rate equal to the sum of (a) three (3) months STIBOR, plus (b) 8.750 per cent. <i>per annum</i> . Interest will accrue from, but excluding, the Issue Date.
Use of benchmark	Interest payable for the Bonds issued under the Terms and Conditions is calculated by reference to STIBOR. As of the date of this Prospectus, the administrator (being Swedish Financial Benchmark Facility) does not appear in the register of administrators and benchmarks maintained by ESMA pursuant to Article 36 of the regulation (EU) 2016/1011 (the Benchmark Regulation).
Interest Payment Dates.....	Quarterly in arrears on 17 March, 17 June, 17 September and 17 December each year (with the first Interest Payment Date being on 17 March 2022 and the last Interest Payment Date being the Final Redemption Date, 17 December 2024). Interest will accrue from, but excluding, the Issue Date or any Interest Payment Date and ending on (and including) the next succeeding Interest Payment Date (or a shorter period if relevant).
Final Redemption Date	17 December 2024.
Nominal Amount.....	The initial nominal amount of each Bond is SEK 1,250,000 and the minimum permissible investment upon issuance of the Bonds was SEK 1,250,000.

Denomination.....	The Bonds are denominated in SEK.
Status of the Bonds	The Bonds constitute direct, general, unconditional, unsubordinated and secured obligations of the Issuer and shall at all times rank <i>pari passu</i> and without any preference among them and at least <i>pari passu</i> with all direct, general, unconditional, unsubordinated and unsecured obligations of the Issuer, except for obligations mandatorily preferred by regulation applying to companies generally.
Use of Proceeds.....	The Net Proceeds of the Initial Bond Issue and any Subsequent Bond Issue shall be applied towards general corporate purposes, including refinancing the Existing Debt and property development projects.

Call Option

Call Option.....	<p>The Issuer may redeem all of the Bonds in full on any Business Day falling on or after the First Issue Date (being 17 December 2021) at the applicable Call Option Amount together with accrued but unpaid Interest, in accordance with Clause 12.3 (<i>Early voluntary total redemption (call option)</i>) of the Terms and Conditions, the Call Option Price being:</p> <ul style="list-style-type: none"> (a) 104.375 per cent. of the Nominal Amount if the call option is exercised on or after the First Call Date up to (but not including) the date falling 24 months after the First Issue Date; (b) 102.1875 per cent. of the Nominal Amount if the call option is exercised on or after the date falling 24 months after the First Issue Date up to (but not including) the date falling 30 months after the First Issue Date; (c) unless paragraph (d) applies, 101.09375 per cent. of the Nominal Amount if the call option is exercised on or after the date falling 30 months after the First Issue Date up to (but not including) the Final Redemption Date; or (d) 100.00 per cent. of the Nominal Amount if the call option is exercised on or after the date falling 33 months after the First Issue Date up to (and including) the Final Redemption Date, provided that such early redemption is financed in full or in part by way of the Issuer issuing Market Loan(s).
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Put Option

Put Option	Upon the occurrence of a Change of Control, a De-listing or a Listing Failure, each Bondholder shall have the right to request that all, or only some, of its Bonds are repurchased (whereby the Issuer shall have the obligation to repurchase such Bonds) at a price per Bond equal to 101.00 per cent. of the Nominal Amount together with accrued but unpaid Interest during a period of thirty (30) calendar days following a notice from the Issuer of the relevant event, in accordance with Clause 12.4 (<i>Mandatory repurchase due to a Change of Control, a De-listing or Listing Failure (put option)</i>) of the Terms and Conditions.
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Change of Control.....	A Change of Control means the occurrence of an event or series of events whereby one or more Persons (other than the Sponsor) acting together, acquire control over the Issuer and where “control” means (a) acquiring or controlling, directly or indirectly, more than fifty (50.00) per cent. of the votes of the Issuer, or (b) the right to, directly or indirectly, appoint or remove the whole or a majority of the directors of the board of directors of the Issuer.
De-listing.....	A De-listing means a situation where, once the Bonds are admitted to trading on the sustainable bond list of Nasdaq Stockholm or any other Regulated Market, the Bonds are no longer admitted to trading or listed thereon (however, taking into account the rules and regulations (as amended from time to time) of the relevant Regulated Market and the CSD preventing trading in the Bonds in close connection to the redemption of the Bonds).
Listing Failure	A Listing Failure means a situation where (a) the Initial Bonds have not been admitted to trading on the sustainable bond list of Nasdaq Stockholm or any other Regulated Market within sixty (60) calendar days after the First Issue Date, or (b) any Subsequent Bonds have not been admitted to trading on the sustainable bond list of Nasdaq Stockholm or any other Regulated Market within sixty (60) calendar days after the Issue Date in respect of such Subsequent Bonds. For the avoidance of doubt, only Bonds that have been issued at the date of approval of the Prospectus may be admitted to trading based on the Prospectus.

Undertakings

Certain undertakings	<p>The Terms and Conditions contain a number of undertakings that restrict the ability of the Issuer and other Group Companies, including, among others:</p> <ul style="list-style-type: none"> • restrictions on making distributions; • undertaking to have the Bonds admitted to trading within six (6) months after the Issue Date; • restrictions in relation to incurring Financial Indebtedness and providing security or guarantees; • undertaking to at all times meet the Maintenance Test; • restrictions on disposals of assets; • restrictions on mergers and demergers; • restrictions on making any substantial changes to the general nature of the business carried out by the Group; and • restrictions on dealings with related parties.
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Each of these covenants is subject to significant exceptions and qualifications. See the Terms and Conditions of the Bonds for more information.

Security

Transaction security	<p>The Bonds are secured by first ranking security interests over the shares in the Issuer and each Guarantor, each present and future Material Intragroup Loan made by the Issuer and each Guarantor and any additional security provided in accordance with the Terms and Conditions.</p> <p>Please refer to the definition of “<i>Transaction Security Documents</i>” in Clause 1.1 (Definitions) of the Terms and Conditions for further information on the transaction security.</p>
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Miscellaneous

Transfer restrictions	<p>The Bonds are freely transferable. The Bondholders may be subject to purchase or transfer restrictions with regard to the Bonds under local laws to which such Bondholder may be subject (due to, <i>e.g.</i>, its nationality, its residency, its registered address or its place(s) of business). The Bonds have not been, and will not be, registered under the US 1933 Securities Act.</p>
Credit rating	<p>No credit rating has been assigned to the Bonds.</p>
Admission to trading	<p>Application for admission to trading of the Bonds on the sustainable bond list of Nasdaq Stockholm will be filed in connection with the Swedish Financial Supervisory Authority’s approval of this Prospectus. The earliest date for admitting the Bonds to trading on Nasdaq Stockholm is on or about 10 February 2022. The total expenses of the admission to trading of the Bonds are estimated to amount to approximately SEK 100,000. Only Bonds that have been issued as of the date of approval of the Prospectus may be admitted to trading based on the Prospectus.</p>
Representation of the Bondholders	<p>Nordic Trustee & Agency AB (publ), Swedish reg. no. 556882-1879, is acting as Agent for the Bondholders in relation to the Bonds and any other matter within its authority or duty in accordance with the Terms and Conditions.</p> <p>By acquiring Bonds, each subsequent Bondholder confirms such appointment and authorisation for the Agent to act on its behalf, on the terms, including rights and obligations of the Agent, set out in the Terms and Conditions. The Terms and Conditions are available at the Agent’s office address, Norrlandsgatan 23, SE-111 43 Stockholm, Sweden, during normal business hours as well as at the Agent’s website, www.nordictrustee.com (the information provided at the website does not form part of this Prospectus unless explicitly incorporated by reference into the Prospectus).</p>
Governing law	<p>The Bonds are governed by Swedish law.</p>
Time-bar	<p>The right to receive repayment of the principal of the Bonds shall be time-barred and become void ten (10) years from the relevant Redemption Date. The right to receive payment of Interest (excluding any capitalised Interest) shall be time-barred and become void 3 years from the relevant due date for payment.</p>
Clearing and settlement	<p>The Bonds are connected to the account-based system of Euroclear Sweden AB, Swedish reg. no. 556112-8074, P.O. Box 191, SE-101 23 Stockholm, Sweden. This means that the Bonds are registered on behalf of the Bondholders</p>

on a securities account (Sw. *VP-konto*). No physical Bonds have been or will be issued. Payment of principal, interest and, if applicable, withholding tax will be made through Euroclear Sweden AB's book-entry system.

Risk factors Investing in the Bonds involves substantial risks and prospective investors should refer to Section "*Risk Factors*" for a discussion of certain factors that they should carefully consider before deciding to invest in the Bonds.

DESCRIPTION OF THE ISSUER AND THE GROUP

Overview of the Issuer

Legal and commercial name.....	YA Holding AB (publ)
Corporate reg. no.	556969-1727
LEI-code.....	549300HEC0H4WNLUUX69
Date and place of registration....	17 April 2014, Sweden, with the Swedish Companies Registration Office (Sw. <i>Bolagsverket</i>)
Date of incorporation	15 November 2013
Legal form.....	Swedish public limited liability company
Jurisdiction and laws	The Issuer is registered with the Swedish Companies Registration Office and operates under the laws of Sweden including, but not limited to, the Swedish Companies Act (Sw. <i>aktiebolagslagen (2005:551)</i>) and the Swedish Annual Accounts Act (Sw. <i>årsredovisningslagen (1995:1554)</i>)
Registered office	Stockholm
Head office and visiting address	Holmgatan 22, SE-791 71 Falun, Sweden
Phone number.....	+46 (0)23 - 584 00
Website.....	www.ya.se (the information provided at the Issuer's website does not form part of this Prospectus unless explicitly incorporated by reference into the Prospectus)

History and development

Year	Event
1997	<ul style="list-style-type: none"> The Group's operations commences as Lars-Göran Hagström starts offering labor market training, especially in the transport industry and industry.
2004	<ul style="list-style-type: none"> The Group starts collaborating with municipalities all over Sweden and conducting vocational education at upper secondary level. The Group starts its first educations within polytechnic.
2010	<ul style="list-style-type: none"> The Group is acquired by Fagerberg & Dellby.
2014	<ul style="list-style-type: none"> The Group is acquired by Capman. The Company issues bonds for the first time.
2019	<ul style="list-style-type: none"> The Group is granted fifteen higher vocational educations by the Swedish National Agency for Higher Vocational Education and more than doubles its offering of higher vocational educations.
2020	<ul style="list-style-type: none"> The Group is granted eight higher vocational educations by the Swedish National Agency for Higher Vocational Education.

2021

- Leif Pagrotsky, former Swedish minister, is elected member of the board of directors of the Company.
- The Company issues bonds for the second time.
- The Company acquires Arcus Utbildning & Jobbförmedling AB.

Business and operations

General

The Group's business operations are conducted by its subsidiaries. The Group has presence in over fifty locations, plenty of educational units across Sweden and a growing presence in Finland. The business operations were initially commenced in 1997 and today the educational operations are conducted within five main areas. These areas are (i) labour market training, (ii) vocational adult education, (iii) higher vocational education, (iv) competence development for employees in private companies, etc., and (v) matching services to support people searching for employment.

Labour market training

Labour market training carried out on behalf of the National Employment Agency is the largest part of the Group's operations. The National Employment Agency procures, in accordance with The Public Procurement Act (Sw. *Lagen om offentlig upphandling*), labour market training within several occupational areas. The agreements with the National Employment Agency normally run for two years with the possibility of two extension periods of one year each. The Group conducts training in Sweden and educates, for example, truck drivers, bus drivers, machine and crane operators and industrial workers. Within the service sector there are educations, *inter alia*, for measurement technicians, janitors, engineers and restaurant staff.

Secondary vocational education

Vocational adult education is vocational education at upper secondary level that leads to employment. The educations are available for those who want to retrain, get a future profession or increase their skills. The educations are customized and designed to fit the student's needs and experiences. The educations are adapted to educate adults and are developed according to current needs in relevant industries. The municipality in which the student is registered pays for the vocational education.

Higher vocational educations

The Group's operations within higher vocational education are conducted within the operations of the Swedish National Agency for Higher Vocational Education's area of responsibilities. The Group applies for permission to start programs within higher vocational education and the Swedish National Agency for Higher Vocational Education review the applications and grants permission to start the programs. The programs normally run for 1-3 years. The Group currently provides higher vocational education within engineering, building technology, system development, and travel management as well as education for driving instructors.

Competence development

The other training programs are mainly oriented towards the same subject areas as the labour market training and higher vocational educations but caters to private companies, municipalities, county councils and to some extent private persons. In addition, the Group conducts business aiming to bring together students and foreign universities.

Matching services

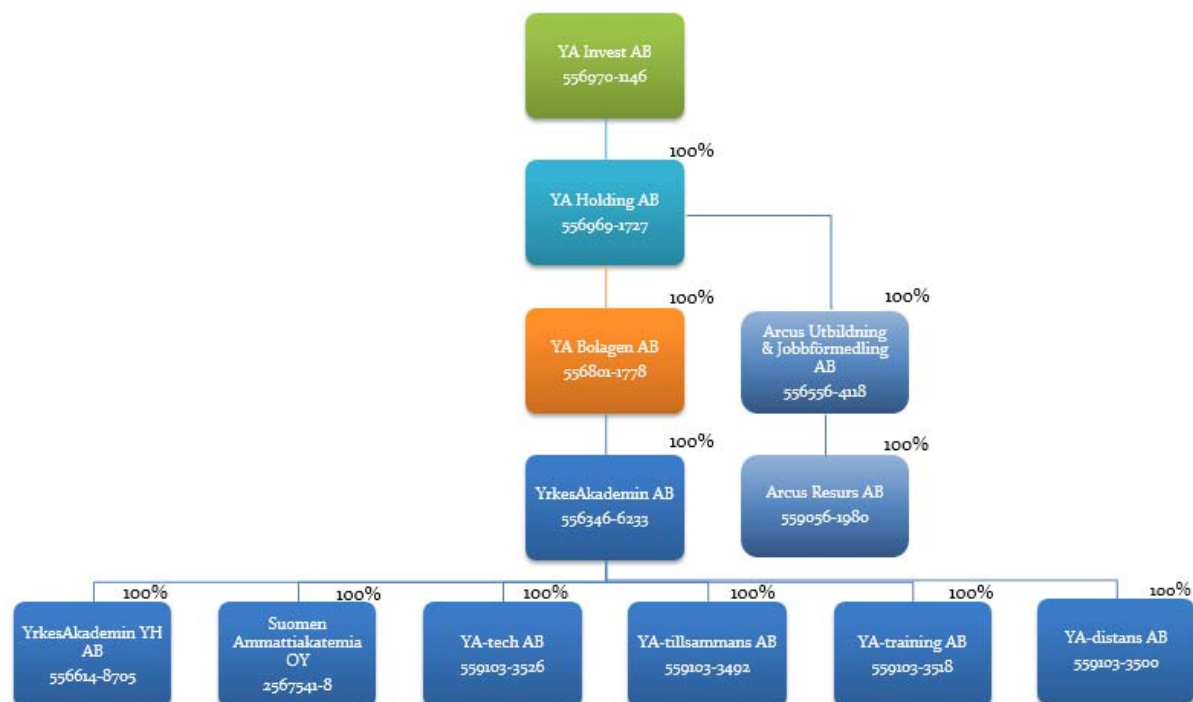
The new matching service "Rusta och matcha" gives support to find and apply for a job. The Group's supervisors help people in the search of a job to find a job or studies. The students meet with the supervisor every week, either digitally or physically. The help varies and can consist of study guidance, getting in contact with certain companies, write a resume and training before job interviews. The students participate in "Rusta and matcha" service for six months, with the possibility to an extension by another six months.

Material agreements

Neither the Issuer nor any other Group Company has entered into any material agreements that are not entered into in the ordinary course of its business, which could result in any Group Company being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to the Bondholders under the Terms and Conditions.

Overview of the Group

The legal structure of the Group is set out in the simplified group structure presented below.



The Group's operations are conducted through, and the majority of revenues of the Issuer emanates from, the Issuer's operational subsidiaries. The Issuer is thus dependent on its subsidiaries, associated companies in order to generate profit and cash flow and to meet its obligations under the Terms and Conditions.

Recent events particular to the Issuer

As announced by way of press release on 29 December 2021, the Issuer completed the acquisition of Arcus Utbildning & Jobbförmedling AB ("Arcus"). Arcus has approximately 900 employees and the initial purchase price amounts to SEK 100 million, including a compensation of about SEK 50 million for net cash in Arcus (non-IFRS adjusted). The maximum additional purchase price amounts to SEK 150 million and is subject to the financial performance of Arcus from 2021 to 2023.

Except for the issuance of the Bonds, there have been no recent events particular to the Issuer, which are to a material extent relevant to the evaluation of the Issuer's solvency.

Material adverse changes, significant changes and trend information

There has been no material adverse change in the prospects of the Issuer since the date of publication of its last audited financial report.

There have been no significant changes in the financial performance of the Group since the end of the last financial period for which financial information has been published to the date of this Prospectus and there have been no significant changes in the financial position of the Group which has occurred since the end of the last financial period for which the Group has published financial information, *i.e.* the period ending on 31 December 2020.

There has been no trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the Issuer's prospects for the current financial year.

Governmental, legal or arbitration proceedings

During the period January to July 2021, the Group has been subject to supervision by the Swedish Transport Agency at five of the Group's approximately thirty locations for the period late 2019 to early 2021. The supervision was initiated due to a number of complaints and comments received by the Swedish Transport Agency in respect of the Group's professional driver educations and the purpose of the supervision was to ensure that Group's business was conducted in accordance with current regulations. The supervision was conducted in five locations where the Group conducts professional truck and bus drivers' educations. In sum, the Swedish Transport Agency considered that there were significant shortcomings in Group's quality assurance work. The Group has acknowledged the historical shortcomings and has initiated immediate remedial actions, including an external investigation by a major Swedish law firm regarding the shortcomings in the Group's quality work, as well as staging an extensive action plan to remedy the identified shortcomings and ensuring that there are no other deficiencies. Within the scope of the Group's internal and commissioned external investigation, certain additional shortcomings have been identified and appropriate remedial actions have been initiated in relation thereto. The Group has kept the Swedish Transport Agency informed about such additional shortcomings and the Group is keen to maintain a good and constructive dialogue with the Swedish Transport Agency, *inter alia*, when it comes to remedying all shortcomings in the Group's operations, as well as ensuring the Group's quality assurance work going forward. Due to the identified shortcomings the Group will be subject to follow up supervision by the Swedish Transport Agency at which time the Group is determined to receive confirmation that all identified shortcomings have been remedied.

The Group has not been party to any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the previous twelve (12) months from the date of this Prospectus, which may have, or have had in the recent past, significant effects on the Issuer's and/or the Group's financial position or profitability.

Credit rating

No credit rating has been assigned to the Issuer.

OWNERSHIP STRUCTURE

Ownership structure

There are one shareholder in the Company as set out below.

Shareholders	Number of shares	Share capital (%)
YA Invest AB	500,000	100.00

The largest indirect shareholders of the Issuer are CapMan Buyout X Fund A L.P and CapMan Buyout X Fund B KY, who holds 86.50 per cent. of the shares in Issuer. The remaining 13.50 per cent. of the shares are held by board members and the management of the Group.

The shareholders' influence is exercised through active participation in the decisions made at the general meetings of the Issuer. To ensure that the control over the Issuer is not abused, the Issuer complies with the relevant laws in Sweden including among others the Swedish Companies Act (Sw. *aktiebolagslagen (2005:551)*). In addition, the Issuer will act in compliance with the rules of Nasdaq Stockholm following the admission to trading of the Bonds.

Shareholders' agreements

There are no shareholders' agreements or other agreements which could result in a change of control of the Issuer.

THE BOARD OF DIRECTORS, EXECUTIVE MANAGEMENT AND AUDITORS

General

The division of duties between the board of directors and the CEO follows Swedish law and is set out in the rules of procedure for the board of directors and instructions for the CEO. The CEO and the CFO are responsible for the Issuer's ongoing management and operations, reports to the board of directors and are required to manage the operations in accordance with the board of directors' guidelines and instructions as well as provide the board with decision-aiding materials. The board of directors and the executive management may be contacted through the Issuer at its head office at Holmgatan 22, SE-791 71 Falun, Sweden.

Board of directors

The section below presents the members of the board of directors, their position, including the year of their initial election, their significant assignments outside the Issuer, which are relevant for the Issuer, and their indirect shareholdings in the Issuer.

Members of the board of directors

Katarina Axelsson Lindgren

Katarina has been chairman of the board of directors since 2014.

Other relevant assignments: Chairman of the board of directors of Fora AB. Board member of Länsförsäkringar Skåne and Folktandvården Stockholms län AB.

Shareholding: 2,264 shares (Indirect shareholding via Katarina Axelsson AB).

Conny Karlsson

Conny has been a member of the board of directors since 2014.

Other relevant assignments: Chairman of the board of directors of Swedish Match AB, Cake O emission AB, Dream Beverages AB and Candelholder AB. Board member of Malte Månsson AB, Karelia Timber Intressenter AB and Sproud International AB.

Shareholding: -

Tobias Karte

Tobias has been a member of the board of directors since 2019.

Other relevant assignments: Chairman of the board of directors of MMSports AB and Filius Luna Invest AB. Board member of Malte Månson Holding AB, CapMan AB, Holmfall Intl AB and Zolie Invest AB.

Shareholding: -

Joachim Berner

Joachim has been a member of the board of directors since 2014.

Other relevant assignments: Chairman of the board of directors of Christian Berner Tech Trade AB, Gårdaverken AB, Seafire AB (publ) and Konstab Film och Teater AB. Board member of Berner Fastighets AB and njuice AB.

Shareholding: 1,811 shares (Indirect shareholding via Gårdaverken AB).

Pia Kåll

Pia has been a member of the board of directors since 2017.

Other relevant assignments: Managing Partner at CapMan Buyout.

Shareholding: -

Leif Pagrotsky

Leif has been a member of the board of directors since 2021.

Other relevant assignments: Chairman of the board of directors of Beckmans Skola Aktiebolag, Husvården L Larsson & Co AB, Vitartes Intea Holding AB and Smartilizer Scandinavia AB. Board member of SBAB Bank AB (publ).

Shareholding: 20,500 shares (Indirect shareholding via Leif Pagrotsky AB).

Executive management

The section below presents the members of the executive management, including the year each person became a member of the executive management and their indirect shareholdings in the Issuer.

Members of the executive management

Martin Modig

Martin has been CEO since 2020.

Other relevant assignments: -

Shareholding: 96,901 shares.

Antti Rokala

Antti has been CFO since 2019.

Other relevant assignments: -

Shareholding: 21,325 shares.

Josefin Born Nilsson

Josefin has been business area manager (polytechnic) since 2015.

Other relevant assignments: Chairman of the board of directors of the Polytechnic Association.

Shareholding: 18,593 shares.

Peter Johansson

Peter has been business area manager (vocational adult and labor market training) since 2013.

Other relevant assignments: -

Shareholding: 19,093 shares.

Richard Bengtsson

Richard has been HR and communications manager since 2018.

Other relevant assignments: -

Shareholding: 9,000 shares.

Susanna Maunu

Susanna has been business area manager in Finland since 2017.

Other relevant assignments: -

Shareholding: -

Anna Widmark

Anna has been business area manager (vocational secondary education) since 2021.

Other relevant assignments: -

Shareholding: 13,000 shares.

Anna-Carin Herdebrant

Anna-Carin has been business area manager (private and business education) since 2020.

Other relevant assignments: -

Shareholding: 13,000 shares.

Joakim Göthe

Joakim has been tender and business development manager since 2021.

Other relevant assignments: -

Shareholding: -

Stefan Rodheim

Stefan has been center for learning, digitization & quality manager since 2021.

Other relevant assignments: -

Shareholding: -

Conflicts of interests within administrative, management and control bodies

None of the members of the board of directors or the executive management of the Issuer has a private interest that may be in conflict with the interests of the Issuer except as described below. However and as described above, certain members of the board of directors or the executive management of the Issuer have financial interests in the Issuer as a consequence of their holdings of shares in the Issuer. The members of the board of directors may serve as directors or officers of other companies or have significant shareholdings in other companies that may result in a conflict of interest. In the event that such conflict of interest arises at a board meeting, a board member which has such conflict will abstain from voting for or against the approval of such participation, or the terms of such participation. As far as the Issuer is aware, there are no conflicts of interest as of the date of this Prospectus.

Notwithstanding the above, it cannot be ruled out that other conflicts of interest may arise in the future between companies, in which members of the board of directors or the executive management of the Issuer have duties, and the Issuer.

Auditor

The Issuer's current auditor, Deloitte AB, with Alexandros Kouvatsos as the auditor in charge, was the auditor for the consolidated audited annual report for the financial year ended 31 December 2020. Alexandros Kouvatsos is a member of FAR (the professional institute for authorised public accountants in Sweden). Deloitte AB was elected as the Issuer's auditor at the annual general meeting 2021. The business address of Deloitte AB is Rehnsgatan 11, SE-113 79 Stockholm, Sweden.

The Issuer's previous auditor Grant Thornton Sweden AB, with Carl-Johan Regell as the auditor in charge, was the auditor for the consolidated audited annual reports for the financial year ended 31 December 2019. Carl-Johan Regell is a member of FAR (the professional institute for authorised public accountants in Sweden). The business address of Grant Thornton Sweden AB is Kungsgatan 57, SE-111 22 Stockholm, Sweden.

SUPPLEMENTARY INFORMATION

Information about the Prospectus

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

Authorisations and responsibility

The Issuer has obtained all necessary resolutions, authorisations and approvals required in conjunction with the issuance of the Bonds and the performance of its obligations relating thereto. The issuance of the Bonds on 17 December 2021 was resolved upon by the board of directors of the Issuer on 1 December 2021.

The board of directors of the Issuer is responsible for the information contained in the Prospectus. The board of directors of the Issuer declares that, to the best of its knowledge, the information contained in the Prospectus is in accordance with the facts and the Prospectus makes no omission likely to affect its import. The board of directors of the Issuer is responsible for the information given in the Prospectus only under the conditions and to the extent set forth in Swedish law.

Information from third parties

Any information in this Prospectus which has been sourced from a third party has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Interest of natural and legal persons involved in the bond issue

Carnegie Investment Bank AB (publ) and its affiliates have engaged in, and may in the future engage in, investment banking and/or commercial banking or other services for the Issuer and the Group in the ordinary course of business. Accordingly, conflicts of interest may exist or may arise as a result of Carnegie Investment Bank AB (publ) and/or its affiliates having previously engaged, or engaging in future, in transactions with other parties, having multiple roles or carrying out other transactions for third parties with conflicting interests.

Documents available for inspection

Copies of the following documents are available in paper format at the Issuer's head office during the validity period of this Prospectus as well as available in electronic format at the Issuer's website, www.ya.se.

- The Issuer's articles of association.
- The Issuer's certificate of registration.
- The Group's consolidated audited annual report for the financial year ended 31 December 2019, including the applicable audit report.
- The Group's consolidated audited annual report for the financial year ended 31 December 2020, including the applicable audit report.

FINANCIAL INFORMATION

Historical financial information

The Group's consolidated audited annual reports for the financial years ended 31 December 2019 and 31 December 2020 have been incorporated in this Prospectus by reference. The information incorporated by reference is to be read as part of this Prospectus. Information in the documents below, which has not been incorporated by reference, is not a part of this Prospectus and is either deemed by the Issuer to be irrelevant for investors in the Bonds or is covered elsewhere in the Prospectus.

All financial information in this Prospectus relating to the financial period 1 January–31 December 2019 or as of 31 December 2019 derives from the Group's consolidated audited annual report for the financial year ended 31 December 2019. All financial information in this Prospectus relating to the financial period 1 January–31 December 2020, as of 31 December 2020 or as of year-end 2020 derives from the Group's consolidated audited annual report for the financial year ended 31 December 2020.

Accounting standards

The financial information for the financial years ended 31 December 2019 and 31 December 2020 have been prepared in accordance with the International Financial Reporting Standards (IFRS) issued by the International Accounting Standards Board (IASB), and the interpretations provided by the International Financial Reporting Interpretations Committee (IFRIC) as adopted by the EU and the Swedish Annual Accounts Act.

Auditing of the historical financial information

The Group's consolidated audited annual reports for the financial year ended 31 December 2019 have been audited by Grant Thornton Sweden AB, with Carl-Johan Regell as the auditor in charge. The Group's consolidated audited annual reports for the financial year ended 31 December 2020 have been audited by Deloitte AB, with Alexandros Kouvatso as the auditor in charge. Unless otherwise explicitly stated, no other information contained in this Prospectus has been audited or reviewed by the Issuer's auditor.

Incorporation by reference

The following information in the Group's consolidated audited annual reports for the financial years 2019 and 2020 as well as the Group's consolidated unaudited interim report for the period 1 January–30 September 2021 is incorporated in this Prospectus by reference and is available at the Issuer's website, www.ya.se. For particular financial figures, please refer to the pages set out below.

Reference	Pages
The Group's consolidated annual report 2019	
Consolidated income statement	14
Consolidated balance sheet	15-16
Consolidated changes in equity	17
Consolidated cash flow statement	18
Accounting principles	27
Notes	24-55
Auditor's report	58-60
The Group's consolidated annual report 2020	
Consolidated income statement	10
Consolidated balance sheet	12-13

Consolidated changes in equity	14
Consolidated cash flow statement	15
Accounting principles	22-23
Notes	22-55
Auditor's report	58-60
 The Group's consolidated interim report for the period 1 January–30 September 2021	
Consolidated income statement, condensed	12
Consolidated balance sheet, condensed	13
Consolidated changes in equity, condensed	14
Consolidated cash flow statement, condensed	15

TERMS AND CONDITIONS FOR THE BONDS

TERMS AND CONDITIONS



YA Holding AB (publ)

Maximum SEK 650,000,000

**Senior Secured Callable Sustainability Linked Floating Rate
Bonds
2021/2024**

ISIN: SE0016831150

First Issue Date: 17 December 2021

SELLING RESTRICTIONS

No action is being taken in any jurisdiction that would or is intended to permit a public offering of the Bonds or the possession, circulation or distribution of any document or other material relating to the Issuer or the Bonds in any jurisdiction other than Sweden, where action for that purpose is required. Persons into whose possession this document comes are required to inform themselves about, and to observe, such restrictions.

The Bonds have not been and will not be registered under the U.S. Securities Act of 1933 (as amended, the “**U.S. Securities Act**”), and are subject to U.S. tax law requirements. The Bonds may not be offered, sold or delivered within the United States of America or to, or for the account or benefit of, U.S. persons.

PRIVACY STATEMENT

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

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

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

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

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

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

The Issuer's, the Agent's and the Issuing Agent's addresses, and the contact details for their respective data protection officers (if applicable), are found on their respective websites: www.ya.se, www.nordictrustee.com and www.carnegie.se.¹

¹ The information provided at the websites do not form part of this Prospectus unless explicitly incorporated by reference into the Prospectus.

TABLE OF CONTENTS

Clause	Page
1. DEFINITIONS AND CONSTRUCTION.....	4
2. STATUS OF THE BONDS	17
3. THE AMOUNT OF THE BONDS AND UNDERTAKING TO MAKE PAYMENTS	18
4. USE OF PROCEEDS.....	18
5. CONDITIONS FOR SETTLEMENT	19
6. TRANSACTION SECURITY	20
7. THE BONDS AND TRANSFERABILITY.....	22
8. BONDS IN BOOK-ENTRY FORM.....	22
9. RIGHT TO ACT ON BEHALF OF A BONDHOLDER.....	23
10. PAYMENTS IN RESPECT OF THE BONDS.....	23
11. INTEREST.....	24
12. REDEMPTION AND REPURCHASE OF THE BONDS	25
13. INFORMATION UNDERTAKINGS.....	27
14. FINANCIAL COVENANTS	29
15. SPECIAL UNDERTAKINGS	30
16. TERMINATION OF THE BONDS.....	34
17. DECISIONS BY BONDHOLDERS.....	38
18. AMENDMENTS AND WAIVERS	43
19. THE AGENT	43
20. THE ISSUING AGENT.....	48
21. THE CSD	48
22. NO DIRECT ACTIONS BY BONDHOLDERS	49
23. TIME-BAR	49
24. NOTICES AND PRESS RELEASES.....	49
25. FORCE MAJEURE	51
26. ADMISSION TO TRADING	51
27. GOVERNING LAW AND JURISDICTION	51
 Schedule	 Page
SCHEDULE 1 CONDITIONS PRECEDENT.....	53
SCHEDULE 2 FORM OF COMPLIANCE CERTIFICATE	56

TERMS AND CONDITIONS

1. DEFINITIONS AND CONSTRUCTION

1.1 Definitions

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

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

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

“**Adjusted Nominal Amount**” means the total aggregate Nominal Amount of the Bonds outstanding at the relevant time less the aggregate Nominal Amount of all Bonds owned by a Group Company, an Affiliate of a Group Company or any other person or entity owning any Bonds that has undertaken towards a Group Company or an Affiliate of a Group Company to vote for such Bonds in accordance with the instructions given by a Group Company or an Affiliate of a Group Company, in each case irrespective of whether such Person is directly registered as owner of such Bonds.

“**Advance Purchase Agreement**” means (i) an advance or deferred purchase agreement if the agreement is in respect of the supply of assets or services and payment is due not more than 120 calendar days after the date of supply or (ii) any other trade credit incurred in the ordinary course of business.

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

“**Agency Agreement**” means the agreement entered into between the Agent and the Issuer on or prior to the First Issue Date regarding, *inter alia*, the remuneration payable by the Issuer to the Agent or any replacement agency agreement entered into after the First Issue Date between the Issuer and an agent.

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

“**Arcus**” means Arcus Utbildning & Jobbförmedling AB (reg. no. 556556-4118).

“**Arcus Acquisition**” means the acquisition by the Group of Arcus.

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

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

“**Bondholders’ Meeting**” means a meeting among the Bondholders held in accordance with Clause 17.2 (*Bondholders’ Meeting*).

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

“**Business Day Convention**” means the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day.

“**Call Option Amount**” means, subject to Clause 12.3.4:

- (a) 104.375 per cent. of the Nominal Amount if the call option is exercised on or after the First Call Date up to (but not including) the date falling 24 months after the First Issue Date;
- (b) 102.1875 per cent. of the Nominal Amount if the call option is exercised on or after the date falling 24 months after the First Issue Date up to (but not including) the date falling 30 months after the First Issue Date;
- (c) unless paragraph (d) applies, 101.09375 per cent. of the Nominal Amount if the call option is exercised on or after the date falling 30 months after the First Issue Date up to (but not including) the Final Redemption Date; or
- (d) 100.00 per cent. of the Nominal Amount if the call option is exercised on or after the date falling 33 months after the First Issue Date up to (and including) the Final Redemption Date, provided that such early redemption is financed in full or in part by way of the Issuer issuing Market Loan(s).

“**Cash and Cash Equivalents**” means cash and cash equivalents of the Group in accordance with the applicable Accounting Principles as set forth in the latest consolidated Financial Statements.

“**Change of Control**” means the occurrence of an event or series of events whereby one or more Persons (other than the Sponsor) acting together, acquire control over the Issuer and where “**control**” means:

- (a) acquiring or controlling, directly or indirectly, more than fifty (50.00) per cent. of the votes of the Issuer, or
- (b) the right to, directly or indirectly, appoint or remove the whole or a majority of the directors of the board of directors of the Issuer.

“Compliance Certificate” means a certificate signed by the CEO, CFO or other authorised person substantially in the form set out in Schedule 2 (*Form of Compliance Certificate*) unless otherwise agreed between the Agent and the Issuer.

“Course” any educational course provided by the Group including employment training (AUB) and vocational secondary education (VUX).

“Course Participants” means the average number of participants enrolled in any Course provided by the Group as reported in the quarterly Financial Statements of the Group.

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

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

“De-listing” means a situation where, once the Bonds are admitted to trading on the sustainable bond list of Nasdaq Stockholm or any other Regulated Market, the Bonds are no longer admitted to trading or listed thereon (however, taking into account the rules and regulations (as amended from time to time) of the relevant Regulated Market and the CSD preventing trading in the Bonds in close connection to the redemption of the Bonds).

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

“EBITDA” means, in respect of any Relevant Period, the consolidated operating profit of the Group before taxation:

- (a) before deducting any Net Finance Charges;
- (b) before taking into account any Exceptional Items;
- (c) before taking into account any unrealised gains or losses on any derivative instrument (other than any derivative which is accounted for on a hedge accounting basis);
- (d) before deducting any transaction costs in relation to the Arcus Acquisition;
- (e) before taking into account any gain or loss arising on an upward or downward revaluation of any asset or liability or on a disposal of any asset (not being a disposal made in the ordinary course of trading);
- (f) before taking into account any pension items;
- (g) before deducting the proceeds of any business interruption insurance; plus or minus the Group's share of the profit or losses (after finance costs and tax) of non-members of the Group;
- (h) after deducting the amount of any profit (or adding back the amount of any loss) of any Group Company which is attributable to minority interests, in each case, to the extent added, deducted or taken into account, as the case may be, for the purposes of determining operating profits of the Group before taxation; and

- (i) after adding back any amount attributable to any amortisation, depreciation or impairment whatsoever of assets (including amortisation of any goodwill) of members of the Group.

“Employment Rate” means the percentage of previously unemployed Course Participants that are employed at the date falling ninety (90) calendar days after graduation from any Course, calculated on the total number of Course Participants which have responded to the Issuer’s requests for feedback that have been sent out to such Course Participants during the most recent Quarterly Period, as reported in the interim Financial Statements of the Group.

“Escrow Account” means a bank account held by the Issuer with a reputable bank in Sweden, subject to perfected Security in favour of the Agent and the Bondholders represented by the Agent under the Escrow Account Pledge Agreement and from which no withdrawals may be made by any Group Company except as contemplated by the Finance Documents.

“Escrow Account Pledge Agreement” means the pledge agreement entered into between the Issuer and the Agent before the First Issue Date in respect of a first priority pledge over the Escrow Account and all funds standing to the credit of the Escrow Account from time to time, granted in favour of the Agent and the Bondholders (represented by the Agent).

“Event of Default” means an event or circumstance specified as such in Clause 16 (*Termination of the Bonds*).

“Exceptional Items” means any material items of an unusual or non-recurring nature which represent gains or losses including those arising on:

- (a) the restructuring of the activities of an entity and reversals of any provisions for the cost of restructuring;
- (b) fees, costs and expenses in relation to any Bond Issues;
- (c) fees, costs and expenses in respect of the Arcus Acquisition;
- (d) fees, costs and expenses in respect of a public or private sale of the Issuer;
- (e) disposals, revaluations, write downs or impairment of non-current assets or any reversal of any write down or impairment; and
- (f) disposals of assets associated with discontinued operations,

up to an amount of SEK 10,000,000 in any Financial Year.

“Existing Bondholders” means the bondholders in respect of the Existing Bonds.

“Existing Bonds” means the Issuer’s existing senior secured floating rate notes with ISIN: SE0005990835.

“Existing Bonds Agent” means the Existing Bondholders’ agent under the Existing Bonds.

“Final Redemption Date” means 17 December 2024 or, to the extent such day is not a Business Day, the Business Day following from an application of the Business Day Convention.

“Finance Charges” means, for any Relevant Period, the aggregate amount of the accrued interest, commission, fees, discounts, prepayment fees, premiums or charges and other finance

payments in respect of Financial Indebtedness whether paid or payable by any Group Company (calculated on a consolidated basis) in respect of that Relevant Period:

- (a) excluding any upfront fees or costs;
- (b) including the interest (but not the capital) element of payments in respect of any Finance Lease;
- (c) including any commission, fees, discounts and other finance payments payable by (and deducting any such amounts payable to) any Group Company under any interest rate hedging arrangement;
- (d) excluding commissions and/or fees paid on performance guarantees (as long as in compliance with current accounting principles); and
- (e) excluding any capitalised interest in respect of Shareholder Loans,

and so that no amount shall be added (or deducted) more than once.

“Finance Documents” means the Terms and Conditions, the Escrow Account Pledge Agreement, Redemption Account Pledge Agreement, the Guarantee and Adherence Agreement and the Transaction Security Documents as well as any other document designated by the Issuer and the Agent as a Finance Document.

“Finance Lease” means any lease or hire purchase contract, a liability under which would, in accordance with the Accounting Principles, be treated as a balance sheet liability.

“Financial Indebtedness” means any indebtedness in respect of:

- (a) monies borrowed or raised, including Market Loans;
- (b) the amount of any liability in respect of any Finance Leases;
- (c) receivables sold or discounted (other than on a non-recourse basis);
- (d) any amount raised under any other transaction having the commercial effect of a borrowing (including forward sale or purchase arrangements);
- (e) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the mark to market value shall be taken into account);
- (f) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (g) (without double counting) any guarantee or other assurance against financial loss in respect of a type referred to in the paragraphs (a) to (f) above.

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

“Financial Statements” means the annual audited consolidated financial statements of the Group or the quarterly interim unaudited consolidated financial statements of the Group,

which shall be prepared and made available according to paragraphs (a) and (b) of Clause 13.1 (*Financial Statements*).

“First Call Date” means the date falling eighteen (18) months after the First Issue Date or, to the extent such day is not a Business Day, the Business Day following from an application of the Business Day Convention.

“First Issue Date” means 17 December 2021.

“Force Majeure Event” has the meaning set forth in Clause 25.1.1.

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

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

“Guarantee and Adherence Agreement” means the guarantee and adherence agreement to be entered into between the Issuer, each Guarantor and the Agent pursuant to which each Guarantor will, subject to applicable laws (including corporate benefit, fraudulent conveyance and financial assistance restrictions), adhere to certain undertakings under these Terms and Conditions and irrevocably and unconditionally, jointly and severally, as principal obligor, guarantee to the Agent and the bondholders (represented by the Agent), the punctual performance of the Issuer’s obligations under the Finance Documents.

“Guarantor” means (i) each Initial Guarantor and (ii) each wholly-owned Subsidiary of the Issuer which has acceded to the Guarantee and Adherence Agreement in accordance with Clause 15.10 (*Additional Security and Guarantees*), subject to the resignation of any Guarantor in accordance with the Guarantee and Adherence Agreement.

“Incurrence Test” has the meaning set forth in Clause 14.2.2.

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

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

“Initial Guarantors” means YA Bolagen AB (reg. no. 556801-1778), Yrkesakademin AB (reg. no. 556346-6233), YrkesAkademin YH AB (reg. no. 556614-8705), Suomen Ammattiakatemia Oy (reg. no. 2567541-8), YA-tech AB (reg. no. 559103-3526), YA-tillsammans AB (reg. no. 559103-3492), YA-training AB (reg. no. 559103-3518) and YA-distans AB (reg. no. 559103-3500).

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

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

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

“Interest Payment Date” means 17 March, 17 June, 17 September and 17 December 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 (with the first Interest Payment Date on 17 March 2022 and the last Interest Payment Date being the Final Redemption Date (or any final Redemption Date prior thereto)).

“Interest Period” means each period beginning on (but excluding) the First Issue Date or any Interest Payment Date and ending on (and including) the next succeeding Interest Payment

Date (or a shorter period if relevant) and, in respect of Subsequent Bonds, each period beginning on (but excluding) the Interest Payment Date falling immediately prior to their issuance and ending on (and including) the next succeeding Interest Payment Date (or a shorter period if relevant).

“Interest Rate” means 3-month STIBOR plus 8.750 per cent. *per annum*.

“Issue Date” means the First Issue Date or any date when Subsequent Bonds are issued pursuant to these Terms and Conditions, as agreed between the Issuing Agent and the Issuer.

“Issuer” means YA Holding AB (publ), a public limited liability company incorporated in Sweden with reg. no. 556969-1727.

“Issuer Share Pledge Agreement” has the meaning set forth in Clause 6.1.1.

“Issuing Agent” means Carnegie Investment Bank (publ), reg. no. 516406-0138, Regeringsgatan 56, SE-111 53 Stockholm, Sweden, or another party replacing it, as Issuing Agent, in accordance with these Terms and Conditions.

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

“Listing Failure” means a situation where:

- (a) the Initial Bonds have not been admitted to trading on the sustainable bond list of Nasdaq Stockholm or any other Regulated Market within sixty (60) calendar days after the First Issue Date; or
- (b) any Subsequent Bonds have not been admitted to trading on the sustainable bond list of Nasdaq Stockholm or any other Regulated Market within sixty (60) calendar days after the Issue Date in respect of such Subsequent Bonds.

“Maintenance Test” has the meaning set forth in Clause 14.1.1.

“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, under medium term note programmes and other market funding programmes), provided in each case that such instruments and securities are or can be subject to trade on a Regulated Market or recognised unregulated market place.

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

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

“Material Group Company” means:

- (a) the Issuer;
- (b) each Guarantor; and

- (c) any other Group Company representing more than 5 per cent. of the revenues of the Group on a consolidated basis according to the latest annual audited Financial Statements.

“Material Intragroup Loan” means any intra-group loan provided by a Group Company to any other Group Company where:

- (a) the term is at least 1 year; and
- (b) the principal amount, when aggregated with all other intra group loans with a term of at least 1 year between the same Group Company as creditor and the same Group Company as debtor exceeds SEK 1,000,000.

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

“Net Finance Charges” means, for any Relevant Period, the Finance Charges for that Relevant Period after deducting any interest receivable in that Relevant Period by any Group Company on any Cash and Cash Equivalents.

“Net Interest Bearing Debt” means, at any time, the aggregate amount of all obligations of members of the Group for or in respect of interest bearing Financial Indebtedness at that time but:

- (a) excluding any Financial Indebtedness between members of the Group;
- (b) excluding any Shareholder Loans;
- (c) in relation to any bank accounts which are subject to netting arrangements, only the net balance shall be taken into account;
- (d) including, in the case of Finance Leases only, their capitalised value; and
- (e) deducting the aggregate amount of Cash and Cash Equivalents held by any Group Company at that time,

and so that no amount shall be included or excluded more than once.

“Net Proceeds” means the cash proceeds from the Initial Bond Issue (taking into account any exchange offer cash component) or any Subsequent Bond Issue after deduction has been made for the transaction costs payable by the Issuer to the Issuing Agent and the sole bookrunner for the services provided in relation to the placement and issuance of the Bonds.

“Nominal Amount” mean an amount equal to the Nominal Amount less any repayments and amortisations made.

“Operating Leases” means any lease contract which, in accordance with the Accounting Principles in force prior to 1 January 2019, would not have been treated as a balance sheet liability.

“Permitted Financial Indebtedness” means any Financial Indebtedness:

- (a) incurred under the Finance Documents, including any Subsequent Bonds provided that the Incurrence Test (calculated pro forma including the Subsequent Bond Issue) is met;

- (b) up until Business Day following the date of the disbursement of the Net Proceeds from the Redemption Account, incurred under the Existing Bonds;
- (c) incurred under any Revolving Facilities;
- (d) 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 trade of a Group Company;
- (e) arising under a derivative transaction entered into by a Group Company in connection with protection against or benefit from fluctuation in any rate or price where such exposure arises in the ordinary course of business or in respect of payments to be made under the Finance Documents (excluding for the avoidance of doubt any derivative transaction which in itself is entered into for investment or speculative purposes);
- (f) taken up from a Group Company;
- (g) incurred by the Issuer under unsecured market loans if such Financial Indebtedness:
 - (i) ranks *pari passu* or is subordinated to the obligations of the Issuer under the Finance Documents;
 - (ii) meets the Incurrence Test on a *pro forma* basis; and
 - (iii) has a final maturity date and, when applicable, early redemption dates or instalment dates which occur after the Final Redemption Date;
- (h) incurred under any Shareholder Loans;
- (i) arising under any Operating Lease;
- (j) arising under any Finance Lease entered into in the ordinary course of the Group's business in a maximum aggregate amount of SEK 100,000,000 (or its equivalent in any other currency or currencies);
- (k) incurred in the ordinary course of business of the Group under an Advance Purchase Agreement;
- (l) incurred under any guarantee provided by a Group Company in the ordinary course of business;
- (m) under any pension and tax liabilities incurred in the ordinary course of business;
- (n) incurred as a result of any Group Company acquiring another entity which holds Financial Indebtedness, provided that the Incurrence Test is met (calculated *pro forma* including the acquired entity's indebtedness in question, provided however that such indebtedness is refinanced no later than 90 days from the acquisition with Financial Indebtedness constituting Permitted Financial Indebtedness (if applicable));
- (o) incurred in connection with the redemption of the Bonds in order to refinance the Bonds and provided further that such Financial Indebtedness is subject to an escrow arrangement up until the redemption of the Bonds (taking into account the rules and

regulations of the CSD), for the purpose of securing, *inter alia*, the redemption of the Bonds; and

- (p) not permitted by paragraphs (a) to (o) above, in an aggregate amount not at any time exceeding SEK 10,000,000 and incurred in the ordinary course of the Group's business (all such Financial Indebtedness is together referred to as the "**Permitted Basket**").

"**Permitted Security**" means any Security

- (a) provided in accordance with the Finance Documents;
- (b) provided for any Revolving Facilities, in respect of business mortgages issued by the Group Companies or in the form of guarantees from any Group Company;
- (c) arising under any netting or set off arrangements under financial derivatives transactions or bank account arrangements, including cash pool arrangements;
- (d) arising by operation of law or in the ordinary course of business of the Group (including collateral or retention of title arrangements in connection with Advance Purchase Agreements but, for the avoidance of doubt, not including guarantees or security in respect of any monies borrowed or raised);
- (e) arising under any guarantee provided by a Group Company in the ordinary course of business;
- (f) provided pursuant to paragraphs (i), (j) and (n) of the definition of Permitted Financial Indebtedness but in relation to (n) provided that such security is released within 90 days from the acquisition;
- (g) created for the purposes of securing obligations to the CSD in relation to the Bonds;
- (h) provided in the form of a pledge over an escrow account to which the proceeds from a refinancing of the Bonds are to be transferred or agreed to be provided for the benefit of the financing providers in relation to a refinancing of the Bonds in full (a "**Refinancing**"), provided that any perfection requirements in relation thereto are satisfied only after repayment of the Bonds in full;
- (i) created for the benefit of the financing providers in relation to a Refinancing, however provided always that any perfection requirements in relation thereto are satisfied after repayment of the Bonds in full;
- (j) renewed in relation to Financial Indebtedness existing on the First Issue Date; and
- (k) provided in relation to the Permitted Basket as set out in paragraph (p) of the definition of Permitted Financial Indebtedness.

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

“Quarterly Period” means, at any time, each period of three months from (but excluding) a Reference Date to (and including) the immediately following Reference Date in respect of which the Issuer at that time has provided Financial Statements according to paragraph (b) under Clause 13.1.

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

“Record Date” means the fifth (5th) Business Day prior to:

- (a) an Interest Payment Date;
- (b) a Redemption Date;
- (c) a date on which a payment to the Bondholders is to be made under Clause 16.11 (*Distribution of proceeds*);
- (d) the date of a Bondholders’ Meeting; or
- (e) 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 Account” means a bank account held by the Issuer with a reputable bank in Sweden, pledged to the Existing Bonds Agent and the Existing Bondholders represented by the Existing Bonds Agent and from which no withdrawals may be made by any member of the Group except as contemplated by Clause 5.2.

“Redemption Account Pledge Agreement” means the pledge agreement entered into between the Issuer and the Existing Bonds Agent before the First Issue Date in respect of a first priority pledge over the Redemption Account and all funds standing to the credit of the Redemption Account from time to time, granted in favour of the Existing Bonds Agent and the Existing Bondholders (represented by the Existing Bonds Agent).

“Redemption Amount” means the amount required to redeem the Existing Bonds (excluding, for the avoidance of doubt, Roll-over Bonds) in full on the applicable redemption date.

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

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

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

“Relevant Period” means each period of twelve (12) consecutive calendar months ending on or about the last day of each financial quarter for which a quarterly financial report has been produced.

“Restricted Payment” has the meaning set out in Clause 15.1.

“Revolving Facilities” mean one or more overdraft credit facilities or revolving credit facilities and ancillary facilities thereunder provided to a Group Company in the aggregate amount of SEK 40,000,000.

“Roll-over Bonds” means Existing Bonds applied in payment-in-kind of Initial Bonds.

“Secured Parties” means the Agent and the Bondholders.

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

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

“SEK” denotes the lawful currency of Sweden.

“Shareholder Loan” means any loan from a shareholder of the Issuer to the Issuer as a debtor, if such shareholder loan:

- (a) is unsecured and subordinated to the obligations of the Issuer under the Terms and Conditions pursuant to its terms;
- (b) according to its terms have a final maturity date or, when applicable, early redemption dates or instalment dates which occur after the Final Redemption Date; and
- (c) according to its terms yield only payment-in-kind interest and/or cash interest that is payable after the Final Redemption Date, save for payments of interest which are permitted Clause 15.1 (*Distributions*).

“Sponsor” means CapMan Buyout X Fund A L.P. and CapMan Buyout X Fund B Ky.

“STIBOR” means:

- (a) the applicable interest rate per annum calculated and distributed by the Swedish Financial Benchmark Facility (or the replacing administrator or calculation agent) for the current day and published on the on page STIBOR= of the Thomson Reuters screen (or through such other system or on such other page as replaces the said system or page) as of or around 11.00 a.m. on the Quotation Day for the offering of deposits in SEK and for a period equal to the relevant Interest Period;
- (b) if no rate as described in paragraph (a) above is available for the relevant Interest Period, the rate determined by the Issuing Agent (rounded upwards to four decimal places) by interpolation between the two closest rates displayed on the on page STIBOR= of the Thomson Reuters screen (or through another website replacing it) as of or around 11.00 a.m. on the Quotation Day for the offering of deposits in SEK;
- (c) if no rate as described in paragraph (b) above 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 leading banks in the Stockholm interbank market, for deposits of SEK 100,000,000 for the Relevant Period; or
- (d) if no quotation is available pursuant to paragraph (c) above, the interest rate which according to the reasonable assessment of the Issuing Agent best reflects the interest rate for deposits in SEK offered in the Stockholm interbank market for the Relevant Period.

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

“Subsequent Bond Issue” has the meaning set out in Clause 3.7.

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

- (a) owns shares or ownership rights representing more than fifty (50) per cent. of the total number of votes held by the owners;
- (b) otherwise controls more than fifty (50) per cent. of the total number of votes held by the owners;
- (c) has the power to appoint and remove all, or the majority of, the members of the board of directors or other governing body; or
- (d) exercises control as determined in accordance with the Accounting Principles.

“Subsidiary Share Pledge Agreements” has the meaning set forth in Clause 6.1.1.

“Sustainability Auditor” means any independent auditor, accounting or appraisal firm or other independent expert appointed from time to time by the Issuer to determine the Employment Rate and Sustainability Performance, initially Deloitte AB, reg. no 556271-5309.

“Sustainability-Linked Finance Framework” means the Issuer’s sustainable-linked finance framework, as it is worded on the First Issue Date and which is drawn up in accordance with the Sustainability-Linked Bond Principles issued by the International Capital Markets Association in June 2020 (as amended).

“Sustainability Performance” means, at any time, the arithmetic mean of the Employment Rate on the four (4) most recent Reference Dates (in respect of which interim financial statements have been published) expressed as a percentage.

“Sustainability Performance Target” means that the Sustainability Performance is equal to or higher than seventy (70) per cent.

“Sustainability Trigger Event” means, in respect of any Redemption Date, that the Sustainability Performance at the relevant Target Observation Dates for such Redemption Date is lower than the Sustainability Performance Target.

“Target Observation Dates” means, in respect of any Redemption Date, the four (4) most recent Reference Dates (in respect of which interim financial statements have been published) that fall prior to the date falling twenty (20) Business Days prior to such Redemption Date.

“Transaction Costs” means all fees, costs and expenses incurred by a Group Company in connection with (i) the Initial Bond Issue or a Subsequent Bond Issue and (ii) the listing of the Bonds (including Subsequent Bonds) on the sustainable bond list of Nasdaq Stockholm (or any other Regulated Market).

“Transaction Security” means the Security created or expressed to be created in favour of the Agent (acting on behalf of the Secured Parties) pursuant to the Transaction Security Documents.

“**Transaction Security Documents**” means any document required to be delivered to the Agent under Clause 5.1 (*Conditions Precedent to the First Issue Date*) (excluding the Redemption Account Pledge Agreement), Clause 5.3 (*Conditions Subsequent*), Clause 6.1 (*Transaction Security*) or Clause 6.2 (*Additional Transaction Security and Guarantees*).

“**Written Procedure**” means the written or electronic procedure for decision making among the Bondholders in accordance with Clause 17.3 (*Written Procedure*).

1.2 Construction

1.2.1 Unless a contrary indication appears, any reference in these Terms and Conditions to:

- (a) “**assets**” includes present and future properties, revenues and rights of every description;
- (b) any agreement or instrument is a reference to that agreement or instrument as supplemented, amended, novated, extended, restated or replaced from time to time;
- (c) a “**regulation**” includes any law, regulation, rule or official directive (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency or department;
- (d) a provision of regulation is a reference to that provision as amended or re-enacted; and
- (e) a time of day is a reference to Stockholm time.

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

1.2.3 When ascertaining whether a limit or threshold specified in SEK has been attained or broken, any amount in another currency shall be counted on the basis of the rate of exchange for such currency against SEK for the previous Business Day, as published by the Swedish Central Bank (Sw. *Riksbanken*) on its website (www.riksbank.se). If no such rate is available, the most recently published rate shall be used instead.

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

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

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

2. STATUS OF THE BONDS

The Bonds constitute direct, general, unconditional, unsubordinated and secured 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 direct, general, unconditional, unsubordinated and unsecured obligations of the Issuer, except for obligations mandatorily preferred by regulation applying to companies generally.

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

- 3.1 The Bonds are denominated in SEK and each Bond is constituted by these Terms and Conditions. The Issuer undertakes to repay the Bonds, to pay Interest and to otherwise act in accordance and comply with these Terms and Conditions.
- 3.2 By subscribing for Bonds, each initial Bondholder agrees that the Bonds shall benefit from and be subject to these Terms and Conditions and by acquiring Bonds each subsequent Bondholder confirms these Terms and Conditions.
- 3.3 The aggregate amount of the bond loan will be an amount of up to SEK 650,000,000 which will be represented by Bonds, each of an initial nominal amount of SEK 1,250,000 or full multiples thereof (the “**Initial Nominal Amount**”). The total nominal amount of the Initial Bonds is SEK 480,000,000 (the “**Initial Bond Issue**”).
- 3.4 All Initial Bonds are issued on a fully paid basis at an issue price of 100.00 per cent. of the Nominal Amount.
- 3.5 The minimum permissible investment in connection with the Initial Bond Issue is SEK 1,250,000.
- 3.6 The ISIN for the Bonds is SE0016831150.
- 3.7 The Issuer may at one or more occasions after the First Issue Date issue additional Bonds (“**Subsequent Bonds**”) under the Terms and Conditions (each such issue, a “**Subsequent Bond Issue**”), until the total amount under such Subsequent Bond Issue(s) and the Initial Bond Issue equals SEK 650,000,000, always provided that (i) the Issuer provides the Agent with a Compliance Certificate duly signed by the Issuer confirming that no Event of Default is continuing or would result from the Subsequent Bond Issue and such other documents and information as is agreed between the Agent and the Issuer and (ii) the Incurrence Test (calculated *pro forma* including the Subsequent Bond Issue) is met. Any Subsequent Bond Issue shall be issued subject to the same Terms and Conditions as the Initial Bond Issue. The price of Subsequent Bonds may be set at the Nominal Amount, at a higher price than the Nominal Amount but not a discount.

4. USE OF PROCEEDS

- 4.1 The Net Proceeds of the Initial Bond Issue shall firstly be applied towards redemption in full of the Existing Bonds (excluding any Roll-over Bonds which shall be prepaid in full with Bonds and taking into account any cash received or paid in relation to the delivery of the Roll-over Bonds in payment-in-kind of Initial Bonds), including by way of a tender offer or open market purchases and secondly be applied towards general corporate purposes, including acquisitions and Transaction Costs.
- 4.2 The Net Proceeds of any Subsequent Bond Issue shall be applied towards general corporate purposes, including acquisitions.

5. CONDITIONS FOR SETTLEMENT

5.1 Conditions Precedent to the First Issue Date

- 5.1.1 The Issuer shall provide to the Agent, as soon as reasonably possible but in any event no later than 11.00 a.m. two (2) Business Days prior to the First Issue Date (or such later time as agreed by the Agent), all of the documents and other evidence listed in Part 1 (*Conditions precedent to the First Issue Date*) of Schedule 1 (*Conditions precedent*) in form and substance satisfactory to the Agent (acting reasonably).
- 5.1.2 The Agent shall promptly confirm to the Issuing Agent when it is satisfied that the conditions in Clause 5.1.1 have been fulfilled (or amended or waived in accordance with Clause 18 (*Amendments and waivers*)). The First Issue Date shall not occur (i) unless the Agent makes such confirmation to the Issuing Agent no later than 11.00 a.m. one (1) Business Day prior to the First Issue Date (or later, if the Issuing Agent so agrees) or (ii) if the Issuing Agent and the Issuer agree to postpone the First Issue Date.
- 5.1.3 Following receipt by the Issuing Agent of the confirmations in accordance with Clause 5.1.2, the Issuing Agent shall settle the issuance of the Initial Bonds and on the First Issue Date transfer an amount of the Net Proceeds equal to or higher than the Redemption Amount to the Redemption Account, which will be pledged in favour of the Existing Bondholders under the Existing Bonds (represented by the Existing Bonds Agent). The residual amount of the Net Proceeds (after deducting the Redemption Amount transferred to the Redemption Account) shall be transferred to the Escrow Account.

5.2 Conditions Precedent for Disbursement

- 5.2.1 The Agent's approval of the release of the Net Proceeds from the Initial Bond Issue from the Escrow Account and the Redemption Account is subject to the Agent being satisfied that it has received all of the applicable documents and other evidence listed in Part 2 (*Conditions precedent for Disbursement – Initial Bond Issue*) of Schedule 1 (*Conditions precedent*) in form and substance satisfactory to the Agent (acting reasonably).
- 5.2.2 When the Agent is satisfied that the applicable conditions in Clause 5.2.1 have been fulfilled (or amended or waived in accordance with Clause 18 (*Amendments and waivers*)) in respect of the release of Net Proceeds from the Escrow Account or the Redemption Account (as applicable), the Agent shall (i) promptly confirm such fulfilment to the Issuer and (ii) without delay release the pledge over the Escrow Account or Redemption Account (as applicable) and instruct the relevant account bank to release and transfer funds from the Escrow Account or Redemption Account (as applicable) to the bank account of the Issuer.
- 5.2.3 If the conditions precedent set out in Clause 5.2.1 above have not been fulfilled within sixty (60) Business Days from the First Issue Date, the Issuer shall repurchase all Bonds at par together with any accrued but unpaid interest and the funds on the Escrow Account shall in such case be applied towards redemption of the Bonds on behalf of the Issuer. Any shortfall shall be covered by the Issuer. The repurchase date shall fall no later than thirty (30) Business Days after the ending of the sixty (60) Business Days' period referred to above.

5.3 **Conditions Subsequent**

The Issuer shall provide to the Agent, within five (5) Business Days of the later of (i) the redemption in full of the Existing Bonds and (ii) the Arcus Acquisition, all of the documents and evidence listed in Part 3 (*Conditions Subsequent*) of Schedule 1 (*Conditions precedent*) in form and substance satisfactory to the Agent (acting reasonably).

6. **TRANSACTION SECURITY**

6.1 **Transaction Security**

6.1.1 All amounts outstanding under the Finance Documents, plus accrued interest, costs, fees and expenses, shall be secured by the following first ranking security on the terms set out in the relevant Transaction Security Document:

- (a) security in respect of all shares in the Issuer (the “**Issuer Share Pledge Agreement**”);
- (b) security in respect of all the Group’s shares in each Initial Guarantor (the “**Subsidiary Share Pledge Agreements**”); and
- (c) security in respect of each present and future Material Intragroup Loan made by the Issuer and the Initial Guarantors; and
- (d) any additional security provided in accordance with Section “*Additional Transaction Security and Guarantees*” below.

All security shall be subject to, and limited as required by, financial assistance regulations, corporate benefit restrictions and other applicable corporate law limitations.

6.1.2 Except if otherwise decided by the Bondholders according to the procedures set out in Clause 17 (*Decisions by Bondholders*), the Agent is, without first having to obtain the Bondholders’ consent, entitled to enter into binding agreements with the Group Companies or third parties if it is, in the Agent’s sole discretion, necessary for the purpose of establishing, maintaining, altering, releasing or enforcing the Transaction Security or for the purpose of settling the various Bondholders’ relative rights to the Transaction Security. The Agent is entitled to take all measures available to it according to the Transaction Security Documents.

6.1.3 All Transaction Security shall be subject to, and limited as required by, corporate benefit and financial assistance regulations and other applicable corporate law limitations.

6.2 **Additional Transaction Security and Guarantees**

Within 60 days of delivery of the Compliance Certificate in respect of the annual audited consolidated financial statements of the Issuer, the Issuer shall procure that (i) any wholly-owned Group Company which is not a Guarantor accedes to the Guarantee and Adherence Agreement as a Guarantor, (ii) the shares in any new Guarantor are pledged to the Agent and the Bondholders (represented by the Agent) on terms substantially the same as the Subsidiary Share Pledge Agreements and (iii) that such Guarantor grants Transaction Security.

6.3 Enforcement of Transaction Security

- 6.3.1 If the Bonds are declared due and payable according to Clause 16 (*Termination of the Bonds*), or following the Final Redemption Date, the Agent is, without first having to obtain the Bondholders' consent, entitled to enforce the Transaction Security in such manner and under such conditions that the Agent finds acceptable (if in accordance with the Transaction Security Documents).
- 6.3.2 If a Bondholders' Meeting has been convened, or a Written Procedure has been instigated, to decide on the termination of the Bonds and/or the enforcement of all or any of the Transaction Security, the Agent is obligated to take actions in accordance with the Bondholders' decision regarding the Transaction Security. However, if the Bonds are not terminated due to that the cause for termination has ceased or due to any other circumstance mentioned in the Finance Documents, the Agent shall not enforce the Transaction Security. If the Bondholders, without any prior initiative from the Agent or the Issuer, have made a decision regarding termination of the Bonds and enforcement of the Transaction Security in accordance with the procedures set out in Clause 17 (*Decisions by Bondholders*), the Agent shall promptly declare the Bonds terminated and enforce the Transaction Security. The Agent is however not liable to take action if the Agent considers cause for termination and/or acceleration not to be at hand, unless the instructing Bondholders in writing commit to holding the Agent indemnified and, at the Agent's own discretion, grant sufficient security for the obligation.
- 6.3.3 Funds that the Agent receives (directly or indirectly) on behalf of Secured Parties in connection with the termination of the Bonds or the enforcement of any or all of the Transaction Security constitute escrow funds (Sw. *redovisningsmedel*) according to the Escrow Funds Act (Sw. *lag (1944:181) om redovisningsmedel*) and must be held on a separate interest bearing account on behalf of the Secured Parties. The Agent shall promptly arrange for payments to be made to the Bondholders in such case. The Agent shall arrange for payments of such funds in accordance with Clause 16.11 (*Distribution of proceeds*) as soon as reasonably practicable. If the Agent deems it appropriate, it may, in accordance with this Clause 6.3.3, instruct the CSD to arrange for payment to the Bondholders.
- 6.3.4 For the purpose of exercising the rights of the Bondholders and the Agent under the Finance Documents and for the purpose of distributing any funds originating from the enforcement of any Transaction Security, the Issuer irrevocably authorises and empowers the Agent to act in the name of the Issuer, and on behalf of the Issuer, to instruct the CSD to arrange for payment to the Bondholders in accordance with Clause 6.3.3 above. To the extent permissible by law, the powers set out in this Clause 6.3.4 are irrevocable and shall be valid for as long as any Bonds remain outstanding. The Issuer shall immediately upon request by the Agent provide the Agent with any such documents, including a written power of attorney, which the Agent deems necessary for the purpose of carrying out its duties under Clause 6.3.3 above (including as required by the CSD in order for the CSD to accept such payment instructions). Especially, the Issuer shall, upon the Agent's request, provide the Agent with a written power of attorney empowering the Agent to change the bank account registered with the CSD to a bank account in the name of the Agent and to instruct the CSD to pay out funds originating from an enforcement in accordance with Clause 6.3.3 above to the Bondholders through the CSD.

6.4 **Release of the Transaction Security**

The Security Agent may release Transaction Security in accordance with the terms of the Transaction Security Documents.

7. **THE BONDS AND TRANSFERABILITY**

- 7.1 Each Bondholder is bound by these Terms and Conditions without there being any further actions required to be taken or formalities to be complied with.
- 7.2 The Bonds are freely transferable. All Bond transfers are subject to these Terms and Conditions and these Terms and Conditions are automatically applicable in relation to all Bond transferees upon completed transfer.
- 7.3 Upon a transfer of Bonds, any rights and obligations under these Terms and Conditions relating to such Bonds are automatically transferred to the transferee.
- 7.4 No action is being taken in any jurisdiction that would or is intended to permit a public offering of the Bonds or the possession, circulation or distribution of any document or other material relating to the Issuer or the Bonds in any jurisdiction other than Sweden, where action for that purpose is required. Each Bondholder must inform itself about, and observe, any applicable restrictions to the transfer of material relating to the Issuer or the Bonds, (due to, e.g., its nationality, its residency, its registered address or its place(s) of business). Each Bondholder must ensure compliance with such restrictions at its own cost and expense.
- 7.5 The Bonds have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**U.S. Securities Act**”) and are subject to U.S. tax law requirements. The Bonds may not be offered, sold or delivered within the United States of America or to, or for the account or benefit of, U.S. persons.
- 7.6 For the avoidance of doubt and notwithstanding the above, a Bondholder which allegedly has purchased Bonds in contradiction to mandatory restrictions applicable may nevertheless utilise its voting rights under these Terms and Conditions and shall be entitled to exercise its full rights as a Bondholder hereunder in each case until such allegations have been resolved.

8. **BONDS IN BOOK-ENTRY FORM**

- 8.1 The Bonds will be registered for the Bondholders on their respective Securities Accounts and no physical Bonds will be issued. Accordingly, the Bonds will be registered in accordance with the Financial Instruments Accounts Act. Registration requests relating to the Bonds shall be directed to an Account Operator. The Debt Register shall constitute conclusive evidence of the persons who are Bondholders and their holdings of Bonds at the relevant point of time.
- 8.2 Those who according to assignment, security, the provisions of the Swedish Children and Parents Code (Sw. *föräldrabalken (1949:381)*), conditions of will or deed of gift or otherwise have acquired a right to receive payments in respect of a Bond shall register their entitlements to receive payment in accordance with the Financial Instruments Accounts Act.

- 8.3 The Issuer (and the Agent when permitted under the CSD's applicable regulations) 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.
- 8.4 For the purpose of carrying out any administrative procedure that arises out of the Finance Documents, the Issuing Agent shall be entitled to obtain information from the Debt Register.
- 8.5 At the request of the Agent, the Issuer shall promptly obtain information from the Debt Register and provide it to the Agent.
- 8.6 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 Bondholders.
- 8.7 The Issuer (and the Agent when permitted under the CSD's applicable regulations) may use the information referred to in Clause 8.3 only for the purposes of carrying out their duties and exercising their rights in accordance with the Finance Documents and the Agency Agreement and shall not disclose such information to any Bondholder or third party unless necessary for such purposes.

9. RIGHT TO ACT ON BEHALF OF A BONDHOLDER

- 9.1 If any Person other than a Bondholder wishes to exercise any rights under the Finance Documents, it must obtain a power of attorney or other authorisation from the Bondholder or, if applicable, a coherent chain of powers of attorney or authorisations, a certificate from the authorised nominee or other sufficient authorisation for such Person.
- 9.2 A Bondholder may issue one or several powers of attorney or other authorisations to third parties to represent it in relation to some or all of the Bonds held by it. Any such representative may act independently under the Finance Documents in relation to the Bonds for which such representative is entitled to represent the Bondholder.
- 9.3 The Agent shall only have to examine the face of a power of attorney or other authorisation that has been provided to it pursuant to Clauses 9.1 and 9.2 and may assume that such document has been duly authorised, is valid, has not been revoked or superseded and that it is in full force and effect, unless otherwise is apparent from its face or the Agent has actual knowledge to the contrary.
- 9.4 These Terms and Conditions shall not affect the relationship between a Bondholder who is the nominee (Sw. *förvaltare*) with respect to a Bond and the owner of such Bond, and it is the responsibility of such nominee to observe and comply with any restrictions that may apply to it in this capacity.

10. PAYMENTS IN RESPECT OF THE BONDS

- 10.1 Any payment or repayment under these Terms and Conditions shall be made to such Person who is registered as a Bondholder on the Record Date prior to the relevant payment date, or to

such other Person who is registered with the CSD on such Record Date as being entitled to receive the relevant payment, repayment or repurchase amount.

- 10.2 If a Bondholder has registered, through an Account Operator, that principal, Interest and any other payment that shall be made under these Terms and Conditions shall be deposited in a certain bank account; such deposits will be effectuated by the CSD on the relevant payment date. Should the CSD, due to a delay on behalf of the Issuer or some other obstacle, not be able to effectuate payments as aforesaid, the Issuer shall procure that such amounts are paid as soon as possible after such obstacle has been removed.
- 10.3 If, due to any obstacle for the CSD, the Issuer cannot make a payment or repayment, such payment or repayment may be postponed until the obstacle has been removed. Interest shall accrue in accordance with Clause 11.4 during such postponement.
- 10.4 If payment or repayment is made in accordance with this Clause 10, the Issuer and the CSD shall be deemed to have fulfilled their obligation to pay, irrespective of whether such payment was made to a Person not entitled to receive such amount, unless the Issuer or the CSD (as applicable) was aware of that the payment was being made to a Person not entitled to receive such amount.
- 10.5 The Issuer shall pay any stamp duty and other public fees accruing in connection with the Initial Bond Issue or a Subsequent Bond Issue, but not in respect of trading in the secondary market (except to the extent required by applicable law), and shall deduct at source any applicable withholding tax payable pursuant to law. The Issuer shall not be liable to reimburse any stamp duty or public fee or to gross-up any payments under these Terms and Conditions by virtue of any withholding tax, public levy or similar.

11. INTEREST

- 11.1 The Initial Bonds will bear Interest at the Interest Rate applied to the Nominal Amount from (but excluding) the First Issue Date up to (and including) the relevant Redemption Date. Any Subsequent Bond will carry Interest at the Interest Rate applied to the Nominal Amount from (but excluding) the Interest Payment Date falling immediately prior to its Issue Date (or the *First Issue Date if there is no such Interest Payment Date) up to (and including) the relevant Redemption Date.
- 11.2 Interest accrues during an Interest Period. Payment of Interest in respect of the Bonds shall be made quarterly in arrears to the Bondholders on each Interest Payment Date for the preceding Interest Period.
- 11.3 Interest shall be calculated on the basis of the actual number of calendar days in the Interest Period in respect of which payment is being made divided by 360 (actual/360-days basis).
- 11.4 If the Issuer fails to pay any amount payable by it under the Finance Documents on its due date, default interest shall accrue on the overdue amount from (but excluding) the due date up to and including the date of actual payment at a rate which is 200 basis points higher than the Interest Rate. The default interest shall not be capitalised. No default interest shall accrue where the failure to pay was solely attributable to the Agent or the CSD, in which case the Interest Rate shall apply instead.

12. REDEMPTION AND REPURCHASE OF THE BONDS

12.1 Redemption at maturity

- 12.1.1 Subject to Clause 12.1.2, the Issuer shall redeem all, but not some only, of the Bonds in full on the Final Redemption Date with an amount per Bond equal to the Nominal Amount together with accrued but unpaid Interest. If the Final Redemption Date is not a Business Day, the redemption shall to the extent permitted under the CSD's applicable regulations occur on the Business Day following from an application of the Business Day Convention or, if not permitted under the CSD's applicable regulations, on the first following Business Day.
- 12.1.2 If a Sustainability Trigger Event applies in respect of the Final Redemption Date, the Issuer shall redeem all, but not some only, of the Bonds in full on the Final Redemption Date with an amount per Bond equal to 100.75 per cent. of the Nominal Amount together with accrued but unpaid Interest.

12.2 Purchase of Bonds by Group Companies

Each Group Company may, subject to applicable regulations, at any time and at any price purchase Bonds on the market or in any other way. Any Bonds held by a Group Company may at such Group Company's discretion be retained or sold, but not cancelled, except in connection with a redemption of the Bonds in full or repurchase of all Bonds not already held by the Issuer.

12.3 Early voluntary total redemption (call option)

- 12.3.1 The Issuer may redeem all, but not only some, of the Bonds early on any Business Day falling on or after the First Call Date but before the Final Redemption Date. Subject to Clause 12.3.4, the Bonds shall be redeemed at the applicable Call Option Amount together with accrued but unpaid interest.
- 12.3.2 Redemption in accordance with Clause 12.3.1 shall be made by the Issuer giving not less than fifteen (15) Business Days' notice to the Bondholders and the Agent. Any such notice shall state the Redemption Date and the relevant Record Date. Such notice is irrevocable but may, at the Issuer's discretion, contain one or more conditions precedent that shall be fulfilled prior to the Record Date. Upon expiry of such notice and the fulfilment of the conditions precedent (if any), the Issuer shall redeem the Bonds in full at the applicable amount on the specified Redemption Date.
- 12.3.3 Any notice of redemption shall set out the Sustainability Performance for the relevant Target Observation Dates, a confirmation that the Sustainability Performance has been verified by a Sustainability Auditor and whether or not a Sustainability Trigger Event applies in respect of the relevant Redemption Date.
- 12.3.4 If a Sustainability Trigger Event applies in respect of the relevant Redemption Date, the amount payable under Clause 12.3.1 above will be increased by an amount corresponding to 0.75 per cent. of the Nominal Amount of the Bonds redeemed.

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

- 12.4.1 Upon the occurrence of a Change of Control, De-listing or a Listing Failure, each Bondholder shall have the right to request that all, or only some, of its Bonds are repurchased (whereby the Issuer shall have the obligation to repurchase such Bonds) at a price per Bond equal to 101.00 per cent. of the Nominal Amount together with accrued but unpaid Interest during a period of thirty (30) calendar days following a notice from the Issuer of the Change of Control, De-listing or Listing Failure (as applicable) pursuant to paragraph (a)(i) of Clause 13.4 (*Information: miscellaneous*). The thirty (30) calendar days' period may not start earlier than upon the occurrence of the Change of Control, De-listing or Listing Failure.
- 12.4.2 The notice from the Issuer pursuant to paragraph (a)(i) of Clause 13.4 (*Information: miscellaneous*) shall specify the repurchase date and include instructions about the actions that a Bondholder needs to take if it wants Bonds held by it to be repurchased. If a Bondholder has so requested, and acted in accordance with the instructions in the notice from the Issuer, the Issuer, or a Person designated by the Issuer, shall repurchase the relevant Bonds and the repurchase amount shall fall due on the repurchase date specified in the notice given by the Issuer pursuant to paragraph (a)(i) of Clause 13.4. The repurchase date must fall no later than twenty (20) Business Days after the end of the period referred to in Clause 12.4.1.
- 12.4.3 The Issuer shall comply with the requirements of any applicable securities regulations in connection with the repurchase of Bonds. To the extent that the provisions of such regulations conflict with the provisions in this Clause 12.4, the Issuer shall comply with the applicable securities regulations and will not be deemed to have breached its obligations under this Clause 12.4 by virtue of the conflict.
- 12.4.4 The Issuer shall not be required to repurchase any Bonds pursuant to this Clause 12.4, if a third party in connection with the occurrence of a Change of Control, De-listing or Listing Failure, as applicable, offers to purchase all Bonds in the manner and on the terms set out in this Clause 12.4 (or on terms more favourable to the Bondholders) and purchases all Bonds validly tendered in accordance with such offer. If the Bonds tendered are not purchased within the time limits stipulated in this Clause 12.4, the Issuer shall repurchase any such Bonds within five (5) Business Days after the expiry of the time limit.
- 12.4.5 Any Bonds repurchased by the Issuer pursuant to this Clause 12.4 may at the Issuer's discretion be retained or sold, but not cancelled, except in connection with a redemption of the Bonds in full.

13. INFORMATION UNDERTAKINGS

13.1 Financial Statements

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

- (a) as soon as they are available, but in any event within four (4) months after the end of each financial year, the audited consolidated financial statements of the Group for that financial year; and
- (b) as soon as they are available, but in any event within two (2) months after the end of each quarter of each of its financial years, the unaudited consolidated financial statements or year-end report (Sw. *bokslutskommuniké*) (as applicable) of the Group for that financial quarter.

13.2 Requirements as to Financial Statements

13.2.1 The Issuer shall prepare the Financial Statements in accordance with the Accounting Principles and make them available in accordance with the rules and regulations of Nasdaq Stockholm (or any other Regulated Market on which the Issuer's securities from time to time are listed, as applicable) (as amended from time to time) and the Swedish Securities Market Act (Sw. *lag (2007:528) om värdepappersmarknaden*) (as amended from time to time).

13.2.2 The Issuer shall procure that any information requirements of the sustainable bond list of Nasdaq Stockholm (or any other Regulated Market, as applicable) in relation to sustainability linked bonds are prepared and made available in accordance with the rules and regulations of the sustainable bond list of Nasdaq Stockholm (or any other Regulated Market, as applicable).

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

13.2.4 The Issuer shall procure that:

- (a) each of the Financial Statements set out in paragraph (a) of Clause 13.1 above or the Issuer's annual sustainability report published in conjunction with each such Financial Statement shall include the Employment Rate for the relevant Quarterly Period and Sustainability Performance (calculated on the Employment Rate for the four most recent Reference Dates) and that such Employment Rate and Sustainability Performance are verified by the Sustainability Auditor in accordance with the Issuer's Sustainability-linked Finance Framework.
- (b) each of the Financial Statements set out in paragraph (b) of Clause 13.1 above shall include the Employment Rate for the relevant Quarterly Period and the Sustainability Performance (calculated on the Employment Rate for the four most recent Reference Dates).
- (c) the Sustainability Performance (calculated on basis of the relevant Target Observation Dates) in relation to any Redemption Date shall be verified by a Sustainability Auditor in accordance with the Issuer's Sustainability-linked Finance Framework.

13.3 **Compliance Certificate**

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

- (a) when consolidated Financial Statements are made available to the Agent in accordance with paragraphs (a) or (b) of Clause 13.1 (*Financial Statements*);
- (b) in connection with the testing of an Incurrence Test; and
- (c) at the Agent's reasonable request, within twenty (20) calendar days from such request.

13.3.2 In each Compliance Certificate, the Issuer shall:

- (a) certify that, so far as it is aware, no Event of Default is continuing or, if it is aware that such event is continuing, specify the event and steps, if any, being taken to remedy it;
- (b) if provided in connection with:
 - (i) an annual audited consolidated financial statements of the Group, a list of new Guarantors;
 - (ii) Financial Statements being made available, including calculations and figures in respect of the Maintenance Test, that the Maintenance Test is met as per the last day of the quarter to which the Compliance Certificate refers (and has not been breached since the last day of the relevant quarter to which the most recent Compliance Certificate refers); and
 - (iii) the testing of the Incurrence Test, that the Incurrence Test is met and including calculations and figures in respect of the Incurrence Test.

13.4 **Information: miscellaneous**

The Issuer shall:

- (a) promptly notify:
 - (i) the Agent and the Bondholders upon becoming aware of the occurrence of a Change of Control, a De-listing or a Listing Failure; and
 - (ii) the Agent upon becoming aware of the occurrence of an Event of Default, and shall provide the Agent with such further information as it may reasonably request in writing following receipt of any such notice;
- (b) keep the latest version of the Terms and Conditions (including documents amending the Terms and Conditions), the Sustainability-Linked Finance Framework and the second opinion relating to its Sustainability-Linked Finance Framework available on its website;
- (c) upon request by the Agent, provide the Agent with any information relating to a transaction made pursuant to Clause 15.7 (*Disposals of assets*) which the Agent deems necessary (acting reasonably); and
- (d) procure that any information requirements of the sustainable bond list of Nasdaq Stockholm (or any other Regulated Market, as applicable) in relation to sustainability linked bonds are prepared and made available in accordance with the rules and

regulations of the sustainable bond list of Nasdaq Stockholm (or any other Regulated Market, as applicable).

13.5 **Restrictions**

The Issuer is only obliged to provide any information to the Agent and/or the Bondholders pursuant to this Clause 13 (*Information undertakings*) if providing such information to the Agent and/or the Bondholders would not conflict with any applicable laws or the Issuer's registration contract with Nasdaq Stockholm (or any other Regulated Market, as applicable). If such conflict would exist pursuant to the listing contract with a Regulated Market, the Issuer shall however be obliged to either seek approval from that Regulated Market or undertake other reasonable measures, including entering into a non-disclosure agreement with the Agent, in order to be able to timely inform the Agent according to this Clause 13 (*Information undertakings*).

14. **FINANCIAL COVENANTS**

14.1 **Maintenance Test**

14.1.1 The Maintenance Test is met if the Net Interest Bearing Debt to EBITDA is less than:

- (a) in respect of any Reference Date ending after the Issue Date but on or before 31 December 2022, 5.50:1;
- (b) in respect of any Reference Date ending after 31 December 2022 but on or before 31 December 2023, 4.50:1; and
- (c) in respect of any Reference Date ending after 31 December 2023, 3.50:1.

14.1.2 The Maintenance Test shall be tested quarterly on each Reference Date on the basis of the interim Financial Statements for the period covered by the relevant Reference Date on the basis of the Compliance Certificate delivered in connection therewith. The first test date for the Maintenance Test shall be 31 December 2021.

14.2 **Incurrence Test**

14.2.1 The Incurrence Test shall be applied in connection the incurrence of Financial Indebtedness or the making of a Restricted Payment which requires that the Incurrence Test is met, until and including the Final Redemption Date.

14.2.2 The Incurrence Test shall be tested on the date on which the relevant Financial Indebtedness is incurred or Restricted Payment is made, as applicable (the “**Incurrence Test Date**”).

14.2.3 The Incurrence Test is met if:

- (a) the ratio of Net Interest Bearing Debt to EBITDA is less than 3.50:1 for the period starting on the First Issue Date and a period of 12 months thereafter, and thereafter less than 3.00:1;
- (b) the Interest Coverage Ratio exceeds 2.50:1; and

- (c) no Event of Default is continuing or would occur upon the relevant incurrence, disbursement or payment (as applicable).

14.3 Calculation Principles

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

- (a) the calculation of the ratio of Net Interest Bearing Debt to EBITDA shall be made as per a testing date determined by the Issuer, falling no more than two (2) months prior to the date of the relevant Restricted Payment or the incurrence of Financial Indebtedness (the “**Incurrence Test Date**”);
- (b) the Net Interest Bearing Debt shall be measured on the relevant Incurrence Test Date, but include the new Financial Indebtedness provided it is an interest bearing obligation (however, any cash balance resulting from the incurrence of the new Financial Indebtedness shall not reduce the Net Interest Bearing Debt);
- (c) any Financial Indebtedness which will be refinanced with the proceeds of any Financial Indebtedness incurred after the end of the Relevant Period and up until and including the Incurrence Test Date shall be deducted from Net Interest Bearing Debt, *pro forma*;
- (d) the calculation of the Interest Coverage Ratio shall be made for the Relevant Period ending on the last day of the period covered by the most recent Financial Statement; and
- (e) the figures for EBITDA for the Relevant Period ending on the last day of the period covered by the most recent Financial Statements shall be used for the Incurrence Test, but adjusted so that:
 - (i) the transaction which requires that an Incurrence Test is made shall be included in the calculations, *pro forma*;
 - (ii) the consolidated earnings before interest, tax, depreciation and amortisation (calculated on the same basis as EBITDA) of a member of the Group acquired during the Relevant Period, or any entity to be acquired with the proceeds from new Financial Indebtedness, shall be included, *pro forma*, for the entire Relevant Period; and
 - (iii) the consolidated earnings before interest, tax, depreciation and amortisation (calculated on the same basis as EBITDA) of a member of the Group disposed of during the Relevant Period shall be excluded, *pro forma*, for the entire Relevant Period.

15. SPECIAL UNDERTAKINGS

So long as any Bond remains outstanding, the Issuer undertakes to comply with the undertakings set forth in this Clause 15.

15.1 Distributions

The Issuer shall not, and shall procure that no other Group Company will:

- (a) make or pay any dividend on its shares;
- (b) repurchase any of its own shares;
- (c) redeem its share capital or other restricted equity with repayment to shareholders;
- (d) repay principal or pay interest under any Shareholder Loans; or
- (e) make any other similar distributions or transfers of value (Sw. *värdeöverföringar*) to the direct or indirect shareholders or any Affiliates of the Issuer,

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

- (i) the Issuer to pay any management, advisory or other fee to or to the order of any shareholder of the Issuer, in an aggregate amount not exceeding SEK 1,000,000 (or its equivalent in any other currency or currencies) in any financial year; and
- (ii) any Group Company (other than the Issuer) if such Restricted Payment is made to a Group Company and, if made by a Subsidiary which is not directly or indirectly wholly-owned by the Issuer, is made on a pro rata basis or in a larger proportion to the Group.

15.2 Admission to trading

Without prejudice to Clause 12.4 (*Mandatory repurchase due to a Change of Control, De-listing or Listing Failure (put option)*), the Issuer shall ensure that:

- (a) the Bonds issued under the Initial Bond Issue 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 within six (6) months after the First Issue Date and with an intention to complete the admission to trading within 30 days of the First Issue Date; and
- (b) the Bonds issued under any Subsequent Bond Issue 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 within six (6) months of the relevant Issue Date (with an intention to complete the admission to trading within 30 days of the relevant Issue Date).

15.3 Change of business

The Issuer shall procure that no substantial change is made to the general nature of the business of the Group as carried out by the Group on the First Issue Date.

15.4 Financial Indebtedness

The Issuer shall not, and shall procure that none of its Subsidiaries will, incur any new Financial Indebtedness, or maintain or prolong any existing Financial Indebtedness, provided however that the Issuer and its Subsidiaries have a right to incur, maintain and prolong Financial Indebtedness which constitute Permitted Financial Indebtedness.

15.5 Clean Down

The Issuer shall procure that during each calendar year there shall be a period of three (3) consecutive days during which the aggregate of the amount outstanding under any Revolving Facilities (as applicable) (excluding any non-cash elements of ancillary facilities), less Cash and Cash Equivalents, amounts to zero (0) or less.

15.6 Negative Pledge

The Issuer shall not, and shall procure that none of the Subsidiaries will, provide, prolong or renew any security over any of its/their assets (present or future) to secure any loan or other indebtedness, provided however that the Group Companies have a right to provide, prolong and renew any Permitted Security.

15.7 Disposals of assets

Subject to this Clause 15.7 and the terms of the Transaction Security Documents, the Issuer shall not, and shall procure that no other Group Company will, sell or otherwise dispose of shares or other interests in any Group Company or of all or substantially all of its or any Group Company's assets or operations to any Person not being the Issuer or any of the wholly-owned Subsidiaries, unless the transaction (taken as a whole also taking into account any transaction ancillary or related thereto) is carried out at fair market value and on terms and conditions customary for such transaction and provided that it does not have a Material Adverse Effect.

15.8 Mergers and demergers

15.8.1 The Issuer shall not enter into any amalgamation, demerger, merger or reconstruction, save for any merger where the Issuer is the surviving entity.

15.8.2 The Issuer shall procure that no other Group Company will enter into any amalgamation, demerger, merger or reconstruction, unless the transaction (taken as a whole also taking into account any transaction ancillary or related thereto) is carried out at fair market value and on terms and conditions customary for such transaction and provided that it does not have a Material Adverse Effect.

15.9 Maintenance Test

The Issuer shall procure that the Maintenance Test is met on each Reference Date as long as any Bond is outstanding.

15.10 Additional Security and Guarantees

The Issuer shall, no later than 60 Business Days following the publication of the annual audited consolidated Financial Statements provide the Agent with the following documents and evidence:

- (a) copy of an accession letter to the Guarantee and Adherence Agreement, duly executed by any wholly-owned Subsidiary of the Issuer which is not a Guarantor;
- (b) copies of the Transaction Security Documents in respect of the shares in each new Guarantor, duly executed by the relevant shareholder, and evidence that the documents, notices and other evidences to be delivered pursuant to such Transaction Security Documents have been delivered and satisfied;
- (c) copies of the Transaction Security Documents in respect of any present or future Material Intragroup Loans provided by each new Guarantor, duly executed by the relevant Guarantor, and evidence that the documents, notices and other evidences to be delivered pursuant to such Transaction Security Documents have been delivered and satisfied; and
- (d) constitutional documents and corporate authorisations evidencing that any Transaction Security Document delivered pursuant to paragraphs (b) and (c) above have been duly executed by the relevant Group Companies.

15.11 Dealings with related parties

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

15.12 Compliance with laws

The Issuer shall, and shall procure that each other Group Company will, comply in all material respects with all laws and regulations applicable to them from time to time, including but not limited to the rules and regulations of Nasdaq Stockholm (or any other Regulated Market on which the Issuer's securities from time to time are listed), to the extent any failure to comply might have an adverse effect on the interest of the bondholders.

15.13 Authorisations

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

15.14 Agency Agreement

15.14.1 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 reasonably 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.
- 15.14.2 The Issuer and the Agent shall not agree to amend any provisions of the Agency Agreement without the prior consent of the Bondholders if the amendment would be detrimental to the interests of the Bondholders.
- 15.15 **CSD related undertakings**

The Issuer shall keep the Bonds affiliated with a CSD and comply with all applicable CSD Regulations.
- 15.16 **Conditions Subsequent**

The Issuer shall procure that Clause 5.3 (*Conditions Subsequent*) is complied with.

16. TERMINATION OF THE BONDS

Each of the events or circumstances set out in this Clause 16 is an Event of Default (save for Clause 16.10 (*Termination*) and Clause 16.11 (*Distribution of proceeds*)).

16.1 Non-payment

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

16.2 Maintenance Test

The Issuer fails to comply with the Maintenance Test on any Reference Date.

16.3 Other obligations

The Issuer does not comply with the Terms and Conditions (other than as set out in Clause 13.2.4, 13.2(b), 13.2(c) or 16.1, unless the non-compliance is:

- (a) capable of being remedied; and
- (b) remedied within twenty (20) Business Days of the earlier of the Agent giving notice and the Issuer becoming aware of the non-compliance (if the failure or violation is not capable of being remedied, the Agent may declare the Bonds payable without such prior written request).

16.4 Cross-payment default and cross-acceleration

- (a) Any Financial Indebtedness of a Group Company is not paid when due nor within any originally applicable grace period, or is declared to be due and payable prior to its specified maturity as a result of an event of default (however described); or

- (b) any security interest securing Financial Indebtedness over any asset of any Group Company is enforced,

provided however that the amount of Financial Indebtedness referred to under paragraph (a) and/or (b) above, individually or in the aggregate exceeds an amount corresponding to SEK 10,000,000 and provided that it does not apply to any Financial Indebtedness owed to a Group Company.

16.5 **Insolvency**

16.5.1 Any Material Group Company:

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

16.5.2 A moratorium is declared in respect of the Financial Indebtedness of any Material Group Company.

16.6 **Insolvency proceedings**

16.6.1 Any corporate action, legal proceedings or other procedures are taken in relation to:

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

16.6.2 Clause 16.6.1 above shall not apply to:

- (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; or
- (b) in relation to the Subsidiaries, solvent liquidations.

16.7 **Creditors' process**

Any expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of any Material Group Company having an aggregate value equal to or exceeding SEK 10,000,000 and is not discharged within thirty (30) calendar days.

16.8 Impossibility or illegality

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

16.9 Cessation of business

The Issuer or any other Material Group Company ceases to carry on its business, except if due to a permitted disposal permitted under Clause 15.7 (*Disposals of assets*) or a merger or demerger permitted under Clause 15.8 (*Mergers and demergers*), and provided, in relation to the cessation of business of a Group Company other than the Issuer, that such cessation is likely to have a Material Adverse Effect.

16.10 Termination

- 16.10.1 If an Event of Default has occurred and is continuing, the Agent is entitled to, and shall following a demand in writing from a Bondholder (or Bondholders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount (such demand shall, if made by several Bondholders, be made by them jointly) or following an instruction or decision pursuant to Clause 16.10.3 or 16.10.5, on behalf of the Bondholders, by notice to the Issuer terminate the Bonds and to declare all, but not some only, of the Bonds due for payment immediately or at such later date as the Agent determines (such later date not falling later than twenty (20) Business Days from the date on which the Agent made such declaration) and exercise any or all of its rights, remedies, powers and discretions under the Finance Documents.
- 16.10.2 The Agent may not terminate the Bonds in accordance with Clause 16.10.1 by reference to a specific Event of Default if it is no longer continuing or if it has been decided, in accordance with these Terms and Conditions, to waive such Event of Default (temporarily or permanently). However, if a moratorium occurs, the ending of that moratorium will not prevent termination for payment prematurely on the grounds mentioned under Clause 16.10.1.
- 16.10.3 The Agent shall notify the Bondholders of an Event of Default within five (5) Business Days of the date on which the Agent received notice of or gained actual knowledge of that an Event of Default has occurred and is continuing. Notwithstanding the aforesaid, the Agent may postpone a notification of an Event of Default (other than in relation to Clause 16.1 (*Non-payment*)) up until the time stipulated in Clause 16.10.4 for as long as, in the reasonable opinion of the Agent such postponement is in the interests of the Bondholders as a group. The Agent shall always be entitled to take the time necessary to determine whether an event constitutes an Event of Default.
- 16.10.4 The Agent shall, within twenty (20) Business Days of the date on which the Agent received notice of or otherwise gained actual knowledge of that an Event of Default has occurred and is continuing, decide if the Bonds shall be so terminated. If the Agent has decided not to terminate the Bonds, the Agent shall, at the earliest possible date, notify the Bondholders that there exists a right of termination and obtain instructions from the Bondholders according to the provisions in Clause 17 (*Decisions by Bondholders*). If the Bondholders vote in favour of termination and instruct the Agent to terminate the Bonds, the Agent shall promptly declare

the Bonds terminated. However, if the cause for termination according to the Agent's appraisal has ceased before the termination, the Agent shall not terminate the Bonds. The Agent shall in such case, at the earliest possible date, notify the Bondholders that the cause for termination has ceased. The Agent shall always be entitled to take the time necessary to consider whether an occurred event constitutes an Event of Default.

- 16.10.5 If the Bondholders, without any prior initiative to decision from the Agent or the Issuer, have made a decision regarding termination in accordance with Clause 17 (*Decisions by Bondholders*), the Agent shall promptly declare the Bonds terminated. The Agent is however not liable to take action if the Agent considers cause for termination not to be at hand, unless the instructing Bondholders agree in writing to indemnify and hold the Agent harmless from any loss or liability and, if requested by the Agent in its discretion, grant sufficient security for such indemnity.
- 16.10.6 If the Bonds are declared due and payable in accordance with the provisions in this Clause 16, the Agent shall take every reasonable measure necessary to recover the amounts outstanding under the Bonds.
- 16.10.7 If the right to terminate the Bonds is based upon a decision of a court of law, an arbitral tribunal or a government authority, it is not necessary that the decision has become enforceable under any applicable regulation or that the period of appeal has expired in order for cause of termination to be deemed to exist.
- 16.10.8 For the avoidance of doubt, the Bonds cannot be terminated and become due for payment prematurely according to this Clause 16 without relevant decision by the Agent or following instructions from the Bondholders' pursuant to Clause 17 (*Decisions by Bondholders*).
- 16.10.9 If the Bonds are declared due and payable in accordance with Clause 16.10.1, the Issuer shall redeem all Bonds with an amount per Bond together with a premium on the due and payable amount as set forth in the Call Option Amount for the relevant period (plus accrued and unpaid interest).

16.11 **Distribution of proceeds**

- 16.11.1 If the Bonds have been declared due and payable in accordance with this Clause 16, all payments by the Issuer relating to the Bonds and any proceeds received from an enforcement of the Transaction Security shall be distributed in the following order of priority, in accordance with the instructions of the Agent:

- (a) *firstly*, 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 Bondholders);
 - (ii) other costs, expenses and indemnities relating to the acceleration of the Bonds or the protection of the Bondholders' rights as may have been incurred by the Agent;
 - (iii) any non-reimbursed costs incurred by the Agent for external experts; and

- (iv) any non-reimbursed costs and expenses incurred by the Agent in relation to a bondholders' meeting or a written procedure;
- (b) *secondly*, in or towards payment pro rata of accrued but unpaid Interest under the Bonds (Interest due on an earlier Interest Payment Date to be paid before any Interest due on a later Interest Payment Date);
- (c) *thirdly*, in or towards payment pro rata of any unpaid principal under the Bonds; and
- (d) *fourthly*, in or towards payment pro rata of any other costs or outstanding amounts unpaid under the Terms and Conditions, including any default interest.

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

- 16.11.2 If a Bondholder or another party has paid any fees, costs, expenses or indemnities referred to in Clause 16.11.1, such Bondholder or other party shall be entitled to reimbursement by way of a corresponding distribution in accordance with Clause 16.11.1.
- 16.11.3 Funds that the Agent receives (directly or indirectly) in connection with the termination of the Bonds constitute escrow funds (Sw. *redovisningsmedel*) according to the Escrow Funds Act (Sw. *lag (1944:181) om redovisningsmedel*) and must be held on a separate bank account on behalf of the Bondholders and the other interested parties. The Agent shall arrange for payments of such funds in accordance with this Clause 16.11 as soon as reasonably practicable.
- 16.11.4 If the Issuer or the Agent shall make any payment under this Clause 16.11, the Issuer or the Agent, as applicable, shall notify the Bondholders of any such payment at least ten (10) Business Days before the payment is made. Such notice shall specify the Record Date, the payment date and the amount to be paid. Notwithstanding the foregoing, for any Interest due but unpaid the Record Date specified in Clause 10.1 shall apply.

17. DECISIONS BY BONDHOLDERS

17.1 Request for a decision

- 17.1.1 A request by the Agent for a decision by the Bondholders on a matter relating to these Terms and Conditions shall (at the option of the Agent) be dealt with at a Bondholders' Meeting or by way of a Written Procedure.
- 17.1.2 Any request from the Issuer or a Bondholder (or Bondholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount (such request shall, if made by several Bondholders, be made by them jointly) for a decision by the Bondholders on a matter relating to these Terms and Conditions shall be directed to the Agent and dealt with at a Bondholders' Meeting or by way of a Written Procedure, as determined by the Agent. The Person requesting the decision may suggest the form for decision making, but if it is in the Agent's opinion more

appropriate that a matter is dealt with at a Bondholders' Meeting than by way of a Written Procedure, it shall be dealt with at a Bondholders' Meeting.

- 17.1.3 The Agent may refrain from convening a Bondholders' Meeting or instigating a Written Procedure if the suggested decision must be approved by any Person in addition to the Bondholders and such Person has informed the Agent that an approval will not be given or the suggested decision is not in accordance with applicable regulations.
- 17.1.4 The Agent shall not be responsible for the content of a notice for a Bondholders' Meeting or a communication regarding a Written Procedure unless and to the extent it contains information provided by the Agent.
- 17.1.5 Should the Agent not convene a Bondholders' Meeting or instigate a Written Procedure in accordance with these Terms and Conditions, without Clause 17.1.3 being applicable, the Person requesting a decision by the Bondholders may convene such Bondholders' Meeting or instigate such Written Procedure, as the case may be, itself. If the requesting Person is a Bondholder, the Issuer shall upon request from such Bondholder provide the Bondholder with necessary information from the Debt Register in order to convene and hold the Bondholders' Meeting or instigate and carry out the Written Procedure, as the case may be. If no Person has been appointed by the Agent to open the Bondholders' Meeting, the meeting shall be opened by a Person appointed by the requesting Person.
- 17.1.6 Should the Issuer want to replace the Agent, it may convene a Bondholders' Meeting in accordance with Clause 17.2.1 or instigate a Written Procedure by sending communication in accordance with Clause 17.3.1. After a request from the Bondholders pursuant to Clause 19.4.3, the Issuer shall no later than five (5) Business Days after receipt of such request (or such later date as may be necessary for technical or administrative reasons) convene a Bondholders' Meeting in accordance with Clause 17.2.1. The Issuer shall inform the Agent before a notice for a Bondholders' 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.

17.2 **Bondholders' Meeting**

- 17.2.1 The Agent shall convene a Bondholders' Meeting by sending a notice thereof to each Bondholder no later than five (5) Business Days after receipt of a request from the Issuer or the Bondholder(s) (or such later date as may be necessary for technical or administrative reasons). If the Bondholders' Meeting has been requested by the Bondholder(s), the Agent shall send a copy of the notice to the Issuer.
- 17.2.2 The notice pursuant to Clause 17.2.1 shall include:
 - (a) the time for the meeting;
 - (b) the place for the meeting;
 - (c) an agenda for the meeting (including each request for a decision by the Bondholders);
 - (d) a form of power of attorney; and

- (e) should prior notification by the Bondholders be required in order to attend the Bondholders' Meeting, such requirement shall be included in the notice.

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

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

17.2.4 At a Bondholders' Meeting, the Issuer, the Bondholders (or the Bondholders' representatives/proxies) and the Agent may attend along with each of their representatives, counsels and assistants. Further, the directors of the board, the managing director and other officials of the Issuer and the Issuer's auditors may attend the Bondholders' Meeting. The Bondholders' Meeting may decide that further individuals may attend. If a representative/proxy shall attend the Bondholders' Meeting instead of the Bondholder, the representative/proxy shall present a duly executed proxy or other document establishing its authority to represent the Bondholder.

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

17.3 **Written Procedure**

17.3.1 The Agent shall instigate a Written Procedure no later than five (5) Business Days after receipt of a request from the Issuer or the Bondholder(s) (or such later date as may be necessary for technical or administrative reasons) by sending a communication to each such Person who is registered as a Bondholder on the Business Day prior to the date on which the communication is sent. If the Written Procedure has been requested by the Bondholder(s), the Agent shall send a copy of the communication to the Issuer.

17.3.2 A communication pursuant to Clause 17.3.1 shall include:

- (a) each request for a decision by the Bondholders;
- (b) a description of the reasons for each request;
- (c) a specification of the Business Day on which a Person must be registered as a Bondholder in order to be entitled to exercise voting rights;
- (d) instructions and directions on where to receive a form for replying to the request (such form to include an option to vote yes or no for each request) as well as a form of power of attorney;
- (e) the stipulated time period within which the Bondholder must reply to the request (such time period to last at least ten (10) Business Days but no more than twenty (20) Business Days from the communication pursuant to Clause 17.3.1); and
- (f) if the voting shall be made electronically, instructions for such voting.

17.3.3 When the requisite majority consents of the aggregate Adjusted Nominal Amount pursuant to Clause 17.4.2 and 17.4.3 have been received in a Written Procedure, the relevant decision

shall be deemed to be adopted pursuant to Clause 17.4.2 or 17.4.3, as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

17.4 Majority, quorum and other provisions

17.4.1 Only a Person who is, or who has been provided with a power of attorney or other proof of authorisation pursuant to Clause 9 (*Right to act on behalf of a Bondholder*) from a Person who is, registered as a Bondholder:

- (a) on the Record Date prior to the date of the Bondholders' Meeting, in respect of a Bondholders' Meeting, or
- (b) on the Business Day specified in the communication pursuant to Clause 17.3.2, in respect of a Written Procedure,

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

17.4.2 The following matters shall require consent of Bondholders representing at least sixty-six and two thirds ($66\frac{2}{3}$) per cent. of the Adjusted Nominal Amount for which Bondholders are voting at a Bondholders' Meeting or for which Bondholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 17.3.2:

- (a) waive a breach of or amend an undertaking set out in Clause 15 (*Special undertakings*);
- (b) except as expressly regulated elsewhere in the relevant Finance Document, release any Transaction Security, in whole or in part;
- (c) waive a failure to meet the Maintenance Test or the Incurrence Test or an amendment to the definitions relating to the Maintenance Test or the Incurrence Test;
- (d) a mandatory exchange of the Bonds for other securities;
- (e) reduce the principal amount, Interest Rate or Interest which shall be paid by the Issuer;
- (f) amend any payment day for principal or Interest or waive any breach of a payment undertaking; or
- (g) amend the provisions in this Clause 17.4.2 or in Clause 17.4.3.

17.4.3 Any matter not covered by Clause 17.4.2 shall require the consent of Bondholders representing more than fifty (50) per cent. of the Adjusted Nominal Amount for which Bondholders are voting at a Bondholders' Meeting or for which Bondholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 17.3.2. This includes, but is not limited to, any amendment to or waiver of these Terms and Conditions that does not require a higher majority (other than an amendment or waiver permitted pursuant to paragraphs (a) to (e) of Clause 18.1) or a termination of the Bonds.

17.4.4 If the number of votes or replies are equal, the opinion which is most beneficial for the Issuer, according to the chairman at a Bondholders' Meeting or the Agent in a Written Procedure, will

prevail. The chairman at a Bondholders' Meeting shall be appointed by the Bondholders in accordance with Clause 17.4.3.

17.4.5 Quorum at a Bondholders' Meeting or in respect of a Written Procedure only exists if a Bondholder (or Bondholders) representing at least twenty (20) per cent. of the Adjusted Nominal Amount:

(h) if at a Bondholders' Meeting, attend the meeting in person or by telephone conference (or appear through duly authorised representatives); or

(i) if in respect of a Written Procedure, reply to the request.

17.4.6 If a quorum does not exist at a Bondholders' Meeting or in respect of a Written Procedure, the Agent or the Issuer shall convene a second Bondholders' Meeting (in accordance with Clause 17.2.1) or initiate a second Written Procedure (in accordance with Clause 17.3.1), as the case may be, provided that the relevant proposal has not been withdrawn by the Person(s) who initiated the procedure for Bondholders' consent. The quorum requirement in Clause 17.4.5 shall not apply to such second Bondholders' Meeting or Written Procedure.

17.4.7 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 these Terms and Conditions shall be subject to the Issuer's or the Agent's consent, as appropriate.

17.4.8 A Bondholder holding more than one Bond need not use all its votes or cast all the votes to which it is entitled in the same way and may in its discretion use or cast some of its votes only.

17.4.9 The Issuer may not, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Bondholder for or as inducement to any consent under these Terms and Conditions, unless such consideration is offered to all Bondholders that consent at the relevant Bondholders' Meeting or in a Written Procedure within the time period stipulated for the consideration to be payable or the time period for replies in the Written Procedure, as the case may be.

17.4.10 A matter decided at a duly convened and held Bondholders' Meeting or by way of Written Procedure is binding on all Bondholders, irrespective of them being present or represented at the Bondholders' Meeting or responding in the Written Procedure. The Bondholders that have not adopted or voted for a decision shall not be liable for any damages that this may cause other Bondholders.

17.4.11 All costs and expenses incurred by the Issuer or the Agent for the purpose of convening a Bondholders' Meeting or for the purpose of carrying out a Written Procedure, including reasonable fees to the Agent, shall be paid by the Issuer.

17.4.12 If a decision shall be taken by the Bondholders on a matter relating to these Terms and Conditions, the Issuer shall promptly at the request of the Agent provide the Agent with a certificate specifying the number of Bonds owned by Group Companies or (to the knowledge of the Issuer) their Affiliates, irrespective of whether such Person is directly registered as owner of such Bonds. The Agent shall not be responsible for the accuracy of such certificate or otherwise be responsible to determine whether a Bond is owned by a Group Company or an Affiliate of a Group Company.

- 17.4.13 Information about decisions taken at a Bondholders' Meeting or by way of a Written Procedure shall promptly be sent by notice to the Bondholders and published on the websites of the Issuer and the Agent, provided that a failure to do so shall not invalidate any decision made or voting result achieved. The minutes from the relevant Bondholders' Meeting or Written Procedure shall at the request of a Bondholder be sent to it by the Issuer or the Agent, as applicable.

18. AMENDMENTS AND WAIVERS

- 18.1.1 The Issuer and the Agent (acting on behalf of the Bondholders) may agree in writing to amend the Finance Documents or waive any provision in the Finance Documents, provided that the Agent is satisfied that such amendment or waiver:
- (a) is not detrimental to the interest of the Bondholders;
 - (b) is made solely for the purpose of rectifying obvious errors and mistakes;
 - (c) is required by applicable regulation, a court ruling or a decision by a relevant authority;
 - (d) is necessary for the purpose of having the Bonds admitted to trading on the sustainable bond list of Nasdaq Stockholm (or any other Regulated Market, as applicable), provided that such amendment or waiver does not materially adversely affect the rights of the Bondholders;
 - (e) is made to comply with regulation (EU) 2020/852 including any delegated acts adopted from time to time (as supplemented, amended and/or restated) or requirements of any generally adopted guidelines for sustainability linked bonds, including ICMA's Sustainability-Linked Bond Principles; or
 - (f) has been duly approved by the Bondholders in accordance with Clause 17 (*Decisions by Bondholders*) and it has received any conditions precedent specified for the effectiveness of the approval by the Bondholders.
- 18.1.2 The Agent shall promptly notify the Bondholders of any amendments or waivers made in accordance with Clause 18.1, setting out the date from which the amendment or waiver will be effective, and ensure that any amendments to these Terms and Conditions are available on the websites of the Issuer and the Agent. The Issuer shall ensure that any amendments to these Terms and Conditions are duly registered with the CSD and each other relevant organisation or authority.
- 18.1.3 An amendment or waiver to the Finance Documents shall take effect on the date determined by the Bondholders' Meeting, in the Written Procedure or by the Agent, as the case may be.

19. THE AGENT

19.1 Appointment of the Agent

- 19.1.1 By subscribing for Bonds, each initial Bondholder appoints the Agent to act as its agent in all matters relating to the Bonds and 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 Bonds held by such Bondholder, including the winding-up, dissolution, liquidation, company reorganisation (Sw. *företagsrekonstruktion*) or bankruptcy (Sw. *konkurs*) (or its equivalent in any other jurisdiction) of the Issuer. By acquiring Bonds, each subsequent Bondholder confirms such appointment and authorisation for the Agent to act on its behalf.

- 19.1.2 Each Bondholder 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 Bondholder which does not comply with such request.
- 19.1.3 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.
- 19.1.4 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.
- 19.1.5 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.

19.2 **Duties of the Agent**

- 19.2.1 The Agent shall represent the Bondholders in accordance with the Finance Documents.
- 19.2.2 When acting pursuant to the Finance Documents, the Agent is always acting with binding effect on behalf of the Bondholders. The Agent is never acting as an advisor to the Bondholders or the Issuer. Any advice or opinion from the Agent does not bind the Bondholders or the Issuer.
- 19.2.3 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.
- 19.2.4 The Agent shall treat all Bondholders equally and, when acting pursuant to the Finance Documents, act with regard only to the interests of the Bondholders as a group and shall not be required to have regard to the interests or to act upon or comply with any direction or request of any other person, other than as explicitly stated in the Finance Documents.
- 19.2.5 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 Bondholders 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.

19.2.6 The Issuer shall on demand by the Agent pay all costs for external experts engaged by it:

- (a) after the occurrence of an Event of Default;
- (b) for the purpose of investigating or considering:
 - (i) an event or circumstance which the Agent reasonably believes is or may lead to an Event of Default; or
 - (ii) a matter relating to the Issuer or the Finance Documents which the Agent reasonably believes may be detrimental to the interests of the Bondholders under the Finance Documents;
- (c) in connection with any Bondholders' Meeting or Written Procedure;
- (d) in connection with any amendment (whether contemplated by the Finance Documents or not) or waiver under the Finance Documents.

Any compensation for damages or other recoveries received by the 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 16.11 (*Distribution of proceeds*).

19.2.7 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.

19.2.8 Other than as specifically set out in the Finance Documents, the Agent shall not be obliged to monitor:

- (a) whether any Event of Default has occurred;
- (b) the performance, default or any breach by the Issuer or any other party of its obligations under the Finance Documents; or
- (c) 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.

19.2.9 The Agent shall review each Compliance Certificate delivered to it to determine that it meets the requirements set out in Clause 13.3.2 and as otherwise agreed between the Issuer and the Agent. The Issuer shall promptly upon request provide the Agent with such information as the Agent reasonably considers necessary for the purpose of being able to comply with this Clause 19.2.9.

19.2.10 The Agent shall ensure that it receives evidence satisfactory to it that Finance Documents which are required to be delivered to the Agent are duly authorised and executed (as applicable). The Issuer shall promptly upon request provide the Agent with such documents and evidence as the Agent reasonably considers necessary for the purpose of being able to comply with this Clause 19.2.10. Other than as set out above, the Agent shall neither be liable to the Issuer or the Bondholders for damage due to any documents and information delivered

to the Agent not being accurate, correct and complete, unless it has actual knowledge to the contrary, nor be liable for the content, validity, perfection or enforceability of such documents.

- 19.2.11 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.
- 19.2.12 If in the Agent's reasonable opinion the cost, loss or liability which it may incur (including reasonable fees to the Agent) in complying with instructions of the Bondholders, or taking any action at its own initiative, will not be covered by the Issuer, the Agent may refrain from acting in accordance with such instructions, or taking such action, until it has received such funding or indemnities (or adequate security has been provided therefore) as it may reasonably require.
- 19.2.13 The Agent shall give a notice to the Bondholders before it ceases to perform its obligations under the Finance Documents by reason of the non-payment by the Issuer of any fee or indemnity due to the Agent under the Finance Documents or the Agency Agreement or if it refrains from acting for any reason described in Clause 19.2.12.
- 19.2.14 Upon the reasonable request by a Bondholder, the Agent shall promptly distribute to the Bondholders any information from such Bondholder which relates to the Bonds (at the discretion of the Agent). The Agent may require that the requesting Bondholder reimburses any costs or expenses incurred, or to be incurred, by the Agent in doing so (including a reasonable fee for the work of the Agent) before any such information is distributed. The Agent shall upon request by a Bondholder disclose the identity of any other Bondholder who has consented to the Agent in doing so.
- 19.2.15 Subject to the restrictions of a non-disclosure agreement entered into by the Agent in connection with these Terms and Conditions, the Agent shall be entitled to disclose to the Bondholders any document, information, event or circumstance directly or indirectly relating to the Issuer or the Bonds. Notwithstanding the foregoing, the Agent may if it considers it to be beneficial to the interests of the Bondholders delay disclosure or refrain from disclosing certain information (save for that any delay in disclosing an Event of Default, which event shall be governed by Clause 16.10.3).

19.3 Liability for the Agent

- 19.3.1 The Agent will not be liable to the Bondholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its negligence or wilful misconduct. The Agent shall never be responsible for indirect or consequential loss.
- 19.3.2 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 Bondholders to delay the action in order to first obtain instructions from the Bondholders.
- 19.3.3 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 Bondholders, provided that the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.

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

19.3.5 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 Bondholders under the Finance Documents.

19.4 **Replacement of the Agent**

19.4.1 Subject to Clause 19.4.6, the Agent may resign by giving notice to the Issuer and the Bondholders, in which case the Bondholders shall appoint a successor Agent at a Bondholders' Meeting convened by the retiring Agent or by way of Written Procedure initiated by the retiring Agent.

19.4.2 Subject to Clause 19.4.6, if the Agent is insolvent or becomes subject to bankruptcy proceedings, the Agent shall be deemed to resign as Agent and the Issuer shall within ten (10) Business Days appoint a successor Agent which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.

19.4.3 A Bondholder (or Bondholders) 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 Bondholders, be given by them jointly), require that a Bondholders' Meeting is held for the purpose of dismissing the Agent and appointing a new Agent. The Issuer may, at a Bondholders' Meeting convened by it or by way of Written Procedure initiated by it, propose to the Bondholders that the Agent be dismissed and a new Agent appointed.

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

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

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

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

19.4.5 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.

19.4.6 The Agent's resignation or dismissal shall only take effect upon the earlier of:

(a) 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; and

(b) the period pursuant to paragraph (b) of Clause 19.4.4 having lapsed.

- 19.4.7 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 Bondholders shall have the same rights and obligations amongst themselves under the Finance Documents as they would have had if such successor had been the original Agent.
- 19.4.8 In the event that there is a change of the Agent in accordance with this Clause 19.4, 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.

20. THE ISSUING AGENT

- 20.1.1 The Issuer shall when necessary appoint an Issuing Agent to manage certain specified tasks under these Terms and Conditions and in accordance with the legislation, rules and regulations applicable to and/or issued by the CSD and relating to the Bonds. The Issuing Agent shall be a commercial bank or securities institution approved by the CSD.
- 20.1.2 The Issuer shall ensure that the Issuing Agent enters into agreements with the CSD, and comply with such agreement and the CSD Regulations applicable to the Issuing Agent, as may be necessary in order for the Issuing Agent to carry out its duties relating to the Bonds.
- 20.1.3 The Issuing Agent will not be liable to the Bondholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct. The Issuing Agent shall never be responsible for indirect or consequential loss.

21. THE CSD

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

22. NO DIRECT ACTIONS BY BONDHOLDERS

- 22.1.1 A Bondholder may not take any action or legal steps whatsoever against any Group Company to enforce or recover any amount due or owing to it pursuant to the Finance Documents, or to initiate, support or procure the winding-up, dissolution, liquidation, company reorganisation (Sw. *företagsrekonstruktion*) or bankruptcy (Sw. *konkurs*) (or their equivalents in any other jurisdiction) of any Group Company in relation to any of the obligations or liabilities of such Group Company under the Finance Documents. Such steps may only be taken by the Agent.
- 22.1.2 Clause 22.1 shall not apply if the Agent has been instructed by the Bondholders in accordance with the Finance Documents to take certain actions but fails for any reason to take, or is unable to take (for any reason other than a failure by a Bondholder to provide documents in accordance with Clause 19.1.2), 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 19.2.12, such failure must continue for at least forty (40) Business Days after notice pursuant to Clause 19.2.13 before a Bondholder may take any action referred to in Clause 22.1.
- 22.1.3 The provisions of Clause 22.1 shall not in any way limit an individual Bondholder's right to claim and enforce payments which are due to it under Clause 12.4 (*Mandatory repurchase due to a Change of Control, De-listing or Listing Failure (put option)*) or other payments which are due by the Issuer to some but not all Bondholders.

23. TIME-BAR

- 23.1.1 The right to receive repayment of the principal of the Bonds shall be time-barred and become void ten (10) years from the relevant Redemption Date. The right to receive payment of interest (excluding any capitalised interest) shall be time-barred and become void three (3) years from the relevant due date for payment. The Issuer is entitled to any funds set aside for payments in respect of which the Bondholders' right to receive payment has been time-barred and has become void.
- 23.1.2 If a limitation period is duly interrupted in accordance with the Swedish Act on Limitations (Sw. *preskriptionslag (1981:130)*), a new limitation period of ten (10) years with respect to the right to receive repayment of the principal of the Bonds, and of three (3) years with respect to the right to receive payment of interest (excluding capitalised interest) will commence, in both cases calculated from the date of interruption of the time-bar period, as such date is determined pursuant to the provisions of the Swedish Act on Limitations.

24. NOTICES AND PRESS RELEASES

24.1 Notices

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

- (a) if to the Agent, shall be given at the address registered with the Swedish Companies Registration Office (Sw. *Bolagsverket*) on the Business Day prior to dispatch or to such address as notified by the Agent to the Issuer from time to time or, if sent by e-mail by the Issuer, to such e-mail address notified by the Agent to the Issuer from time to time;
- (b) if to the Issuer, shall be given at the address registered with the Swedish Companies Registration Office on the Business Day prior to dispatch or to such address as notified by the Issuer to the Agent by not less than five (5) Business Days' notice from time to time, or, if sent by e-mail by the Agent, to such e-mail address as notified by the Issuer to the Agent from time to time; and
- (c) if to the Bondholders, shall be given at their addresses as registered with the CSD (or in relation to courier or personal delivery, if such address is a box address, the addressee reasonably assumed to be associated with such box address), on the Business Day prior to dispatch, and by either courier delivery or letter for all Bondholders. A notice to the Bondholders shall also be published on the websites of the Issuer and the Agent.

24.1.2 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 Agent and the Issuer, by e-mail) and will only be effective:

- (a) in case of courier or personal delivery, when it has been left at the address specified in Clause 24.1.1;
- (b) in case of letter, three (3) Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 24.1.1; or
- (c) in case of e-mail to the Agent or the Issuer, when received in legible form by the e-mail address specified in Clause 24.1.1.

24.1.3 Failure to send a notice or other communication to a Bondholder or any defect in it shall not affect its sufficiency with respect to other Bondholders.

24.2 **Press releases**

24.2.1 Any notice that the Issuer or the Agent shall send to the Bondholders pursuant to Clause 12.3 (*Early voluntary total redemption (call option)*), paragraph (a)(i) of Clause 13.4 (*Information: miscellaneous*) or Clauses 16.10.2, 16.11.3, 17.4.13, 17.2.1, 17.3.1, 18.1.2, 19.2.13 or 19.4.1 shall also be published by way of press release by the Issuer or the Agent, as applicable.

24.2.2 In addition to Clause 24.2.1, if any information relating to the Bonds, the Issuer or the Group contained in a notice that the Agent may send to the Bondholders under these Terms and Conditions has not already been made public by way of a press release, the Agent shall before

it sends such information to the Bondholders give the Issuer the opportunity to issue a press release containing such information. If the Issuer does not promptly issue a press release and the Agent considers it necessary to issue a press release containing such information before it can lawfully send a notice containing such information to the Bondholders, the Agent shall be entitled to issue such press release.

25. FORCE MAJEURE

- 25.1.1 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.
- 25.1.2 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.
- 25.1.3 The provisions in this Clause 25 apply unless they are inconsistent with the provisions of the Financial Instruments Accounts Act which provisions shall take precedence.

26. ADMISSION TO TRADING

- 26.1.1 The Issuer intends to have the Bonds issued in the Initial Bond Issue admitted to trading within 30 days from the First Issue Date as well as any Subsequent Bonds within 30 days (or any shorter period required by law or applicable stock exchange regulations) from such relevant Issue Date.
- 26.1.2 The Issuer has in accordance with Clause 15.2 (*Admission to trading*) undertaken to have the Initial Bonds admitted to trading within 6 months after the First Issue Date and have any Subsequent Bonds admitted to trading within 6 months after the issuance of such Subsequent Bonds, in each case 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 any other Regulated Market).
- 26.1.3 A Listing Failure occurs if the Bonds issued under the Initial Bond Issue have not been listed on the sustainable bond list of Nasdaq Stockholm (or any other Regulated Market) within 60 calendar days after the First Issue Date or Subsequent Bonds issued in any Subsequent Bond Issue have not been admitted to trading on the relevant Regulated Market within 60 calendar days from the relevant Issue Date.

27. GOVERNING LAW AND JURISDICTION

- 27.1.1 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.

- 27.1.2 Any dispute or claim arising in relation to these Terms and Conditions shall, subject to Clause 27.3, be determined by Swedish courts and the City Court of Stockholm (Sw. *Stockholms tingsrätt*) shall be the court of first instance.
- 27.1.3 The submission to the jurisdiction of the Swedish courts shall not limit the right of the Agent (or the Bondholders, as applicable) to take proceedings against the Issuer in any court which may otherwise exercise jurisdiction over the Issuer or any of its assets.
-

SCHEDULE 1

CONDITIONS PRECEDENT

Part 1

Conditions precedent to the First Issue Date

- (a) Copies of the constitutional documents of the Issuer;
- (b) copies of corporate resolutions of the Issuer:
 - (i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it executes, delivers and performs the Finance Documents to which it is a party;
 - (ii) authorising a specified person or persons to execute the Finance Documents on its behalf; and
 - (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party;
- (c) a copy of the duly executed Terms and Conditions;
- (d) a copy of the duly executed Escrow Account Pledge Agreement and all perfection requirements pursuant to such agreement (including any applicable notice, acknowledgement and consent from the account bank);
- (e) a copy of the duly executed Redemption Account Pledge Agreement and all perfection requirements pursuant to such agreement (including any applicable notice, acknowledgement and consent from the account bank);
- (f) a copy of the duly executed Agency Agreement; and
- (g) an agreed form Compliance Certificate.

Part 2

Conditions Precedent for Disbursement – Initial Bond Issue

- (a) Copies of the certificate of registration (Sw. *registreringsbevis*) and articles of association (Sw. *bolagsordning*) for each Initial Guarantor;
- (b) a copy of a resolution of the board of directors for each Initial Guarantor:
 - (i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it execute, deliver and perform the Finance Documents to which it is a party;
 - (ii) authorising a specified person or persons to execute the Finance Documents on its behalf; and
 - (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party;
- (c) evidence that the Sponsor will make an equity injection in cash to the Issuer by way of an unconditional shareholder contribution in a minimum amount of SEK 30,000,000;
- (d) in respect of the disbursement from the Redemption Account:
 - (i) evidence in the form of an unconditional redemption notice that the Existing Bonds will be redeemed in full within one (1) Business Day following disbursement of the Redemption Amount from the Redemption Account for the purpose of enabling the Issuer to carry out a redemption of the Existing Bonds and evidence by way of release letters that any existing security and guarantees in favour of the Existing Bonds will be released and discharged upon redemption of the Existing Bond;
 - (ii) in respect of the disbursement from the Redemption Account, duly executed copies of the following Transaction Security Documents:
 - (A) the Issuer Share Pledge Agreement;
 - (B) the Subsidiary Share Pledge Agreements; and
 - (C) a pledge agreement in respect of all present and future Material Intragroup Loans made by the Issuer,together with evidence that the Transaction Security purported to be created under such Transaction Security Documents has been or will be perfected in accordance with the terms of such Transaction Security Documents; and
 - (iii) a Finnish law legal opinion on the enforceability of any Transaction Security Document governed by Finnish law.

Part 3**Conditions Subsequent**

- (a) A duly executed copy of a pledge agreement in respect of the shares in Arcus.
- (b) Evidence that the Transaction Security purported to be created under such Transaction Security Document has been or will be perfected in accordance with the terms of such Transaction Security Document.

SCHEDULE 2

FORM OF COMPLIANCE CERTIFICATE

COMPLIANCE CERTIFICATE

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

From: YA Holding AB (publ) as Issuer

Date: [date]

Dear Sir or Madam,

**Maximum SEK 650,000,000 Senior Secured Callable Sustainability Linked Floating Rate Bonds
2021/2024 with ISIN: SE0016831150
(the “Bonds”)**

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

(2) **[Maintenance Test]**

We confirm that the Maintenance Test is met and that in respect of the Reference Date [date] (and has not been breached since the last day of the relevant quarter to which the most recent Compliance Certificate refer), the Net Interest Bearing Debt was [♦], EBITDA was [♦] and that the Leverage Ratio therefore was [♦] (and should not exceed [5.50:1/4:50:1/3:50:1]), always calculated in accordance with Clause 14.3 (*Calculation principles*).

Computations as to compliance with the Maintenance Test are attached hereto.²³

(3) **[Incurrence Test]**

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

(c) *Leverage Ratio*: The Net Interest Bearing Debt was [♦], EBITDA was [♦] and that the Leverage Ratio therefore was [♦] (and should not exceed [3.50:1/3:00:1]);

(d) *Interest Coverage Ratio*: The EBITDA was [♦], the Net Finance Charges was [♦] and that the Interest Coverage Ratio therefore was [♦] (and should exceed 2:50:1); and

(e) no Event of Default is continuing or would occur upon the relevant incurrence, disbursement or payment (as applicable),

in each case including the Incurrence on a *pro forma* basis and otherwise calculated in accordance with Clause 14.3 (*Calculation principles*).

² To include calculations of the Maintenance Test including any *pro forma* adjustments pursuant to Clause 14.2.

³ This section to be used if the Compliance Certificate is delivered in connection with the delivery of a financial report.

Computations as to compliance with the Incurrence Test are attached hereto.]⁴⁵

(4) [New Guarantors]⁶

Name	Reg. no. (or equivalent)	Jurisdiction

YA HOLDING AB (PUBL)

Name:

Name:

⁴ To include calculations of the Incurrence Test and any adjustments pursuant to Clause 14.2 (*Incurrence Test*).

⁵ This section to be used if the Compliance Certificate is delivered in connection with an Incurrence Test.

⁶ New wholly-owned Subsidiaries of the Issuer which are not Guarantors (if any) to be listed in Compliance Certificate delivered together with the annual audited consolidated Financial Statements of the Group.

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

Stockholm, _____ 2021

The Issuer

YA HOLDING AB (PUBL)

Name:

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

Stockholm, _____ 2021

The Agent

NORDIC TRUSTEE & AGENCY AB (PUBL)

Name:

ADDRESSES

Issuer

YA Holding AB (publ)

Holmgatan 22, SE-791 71 Falun, Sweden

Tel: +46 (0)23 - 584 00

Web page: www.ya.se

Auditor

Deloitte AB and Alexandros Kouvatsos

Rehngatan 11, SE-113 79 Stockholm, Sweden

Web page: www.deloitte.se

Legal advisor

Gernandt & Danielsson Advokatbyrå KB

P.O. Box 5747, SE-114 87 Stockholm, Sweden

Web page: www.gda.se

Issuing agent and Sole Bookrunner

Carnegie Investment Bank AB (publ)

Regeringsgatan 56, SE-103 38 Stockholm, Sweden

Web page: www.carnegie.se

Central securities depository

Euroclear Sweden AB

P.O. Box 7822, SE-103 97 Stockholm, Sweden

Web page: www.euroclear.com

Agent

Nordic Trustee & Agency AB (publ)

P.O. Box 7329, SE-103 90 Stockholm, Sweden

Web page: www.nordictrustee.com