UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 20-F

(Mark One)

☐ REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR 12(g) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2024

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

☐ SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of event requiring this shell company report

For the transition period from to

Commission file number 001-40401

Oatly Group AB

(Exact name of Registrant as specified in its charter)

Not Applicable

(Translation of Registrant's name into English)

Sweden

(Jurisdiction of incorporation or organization)

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(Address of principal executive officer)

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(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)

Securities registered or to be registered, pursuant to Section 12(b) of the Act

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
American Depositary Shares, each representing twenty ordinary shares	**OTLY**	**The Nasdaq Global Select Market**
Ordinary shares, par value $0.00018 per share*	**N/A**	

*Not for trading, but only in connection with the registration of American Depositary Shares on the Nasdaq Global Select Market representing such Ordinary shares pursuant to requirements of the U.S. Securities and Exchange Commission.

Securities registered or to be registered pursuant to Section 12(g) of the Act: None

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act: None

Indicate the number of outstanding shares of each of the issuer's classes of capital stock or common stock as of the close of the period covered by the annual report.598,559,840 ordinary shares

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Yes ☐ No ☒

Note—Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 from their obligations under those Sections.

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or an emerging growth company. See definition of "large accelerated filer," "accelerated filer," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

☐ Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Emerging growth company

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive- based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

☐ U.S. GAAP ☒ International Financial Reporting Standards as issued by the International Accounting Standards Board ☐ Other

If "Other" has been checked in response to the previous question indicate by check mark which financial statement item the registrant has elected to follow. Item 17 ☐ Item 18 ☐

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

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ABOUT THIS ANNUAL REPORT

Except where the context otherwise requires or where otherwise indicated in this Annual Report, on Form 20-F (this "Annual Report"), the terms "Oatly," the "Company," the "Group," "we," "us," "our," "our company" and "our business" refer to Oatly Group AB, together with its consolidated subsidiaries as a consolidated entity. When we refer to "plant-based dairy" throughout this Annual Report, we are referring to "plant-based dairy alternatives."

All numbers in this Annual Report, including references to price per American Depositary Share ("ADS") and a specific number of ADSs, restricted stock units ("RSUs") or stock options, for the fiscal years 2021, 2022, 2023 and 2024 reflect an ADS to ordinary share ratio of 1:1. On February 18, 2025, we completed a ratio change whereby the ratio of our ADSs to ordinary shares was changed from one ADS representing one ordinary share to one ADS representing twenty ordinary shares (the "ADS Ratio Change"). All metrics that are presented as of a date in 2025, including references to price per ADS and a specific number of ADSs, RSUs or stock options, reflect the new ADS to ordinary share ratio of one ADS representing twenty ordinary shares (1:20).

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report contains forward-looking statements within the meaning of the U.S. Private Securities Litigation Reform Act of 1995 that relate to our current expectations and views of future events. We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements as contained in Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. All statements contained in this Annual Report other than statements of historical fact, including, without limitation, statements regarding our future operating results and financial position, our business strategy and plans, market growth opportunities and trends in the markets in which we operate, our geographic footprint, our sustainability goals and ambitions, expectations regarding demand and acceptance for our products and competition, expectations regarding the impact of macroeconomic effects, imposition of tariffs or other trade sanctions, supply chain constraints, and inflation, our objectives for future operations and our business, expectations regarding cost reductions, and our ability to raise additional capital to fund our operations, the sufficiency of our cash and cash equivalents, are forward-looking statements. Words or phrases such as "forecast", "project", "should", "may", "will", "expect", "anticipate", "aim", "estimate", "intend", "plan", "believe", "potential", "continue", "is/are likely to" or the negative of these terms and similar expressions are intended to identify forward-looking statements, though not all forward-looking statements use these words or expressions.

These are neither promises nor guarantees, but involve known and unknown risks, uncertainties and other factors which may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements, including, but not limited to those described under the sections in this Annual Report entitled Item 3.D. "*Key Information—Risk Factors"* and Item 5. *"Operating and Financial Review and Prospects"* and elsewhere in this Annual Report.

You should not rely on forward-looking statements as predictions of future events. We have based the forward-looking statements contained in this Annual Report primarily on our current expectations and projections about future events and trends that we believe may affect our business, financial condition and operating results. The outcome of the events described in these forward-looking statements is subject to risks, uncertainties and other factors described herein.

The forward-looking statements made in this Annual Report relate only to events or information as of the date on which the statements are made in this Annual Report. You should not put undue reliance on any forward-looking statements. Actual results could differ materially from those anticipated in these forward-looking statements as a result of various factors described in this Annual Report, including factors beyond our ability to control or predict. Although we believe that the expectations reflected in the forward-looking statements are reasonable and made in good faith, we cannot guarantee that future results, levels of activity, performance and events and circumstances reflected in the forward-looking statements will be achieved or will occur. Except as required by law, we undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise, after the date on which the statements are made or to reflect the occurrence of unanticipated events. You should read this Annual Report and the documents that we reference in this Annual Report and have filed as exhibits

to this Annual Report completely and with the understanding that our actual future results or performance may be materially different from what we expect.

MARKET AND INDUSTRY DATA

Within this Annual Report, we reference information and statistics regarding the industries in which we operate, including the dairy industry. We are responsible for these statements included in this Annual Report. We have obtained this information and statistics from various independent third-party sources, such as Euromonitor International Limited ("Euromonitor").

Some data and other information contained in this Annual Report are also based on our own estimates and calculations, which are derived from our review and interpretation of independent sources. Data regarding the industries in which we compete and our market position and market share within these industries are inherently imprecise and are subject to significant business, economic and competitive uncertainties beyond our control, but we believe they generally indicate size, position and market share within this industry. While we believe such information is reliable, we have not independently verified any third-party information. While we believe our internal company research and estimates are reliable, such research and estimates have not been verified by any independent source.

In addition, assumptions and estimates of our and our industries' future performance are necessarily subject to a high degree of uncertainty and risk due to a variety of factors. These and other factors could cause our future performance to differ materially from our assumptions and estimates. As a result, you should be aware that market, ranking and other similar industry data included in this Annual Report, and estimates and beliefs based on that data, may not be reliable. We cannot guarantee the accuracy or completeness of any such information contained in this Annual Report. Forecasts and other forward-looking information obtained from these sources are subject to the same qualifications and uncertainties as the other forward-looking statements in this Annual Report. See Item 3.D. "*Key Information—Risk Factors—Risks Related to our Business and Industry—Our estimates of market opportunity and forecasts of market growth may prove to be inaccurate, and even if the market in which we compete achieves the forecasted growth, our business could fail to grow at similar rates, if at all*."

TRADEMARKS, SERVICE MARKS AND TRADE NAMES

We have proprietary rights to trademarks, service marks and trade names used in this Annual Report that are important to our business, many of which are registered under applicable intellectual property laws.

Solely for convenience, the trademarks, service marks, and trade names referred to in this Annual Report are without the ®, ™ and ℠ symbols, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights or the rights of the applicable licensors to these trademarks, service marks and trade names. This Annual Report contains additional trademarks, service marks and trade names of others, which are the property of their respective owners. All trademarks, service marks and trade names appearing in this Annual Report are, to our knowledge, the property of their respective owners. We do not intend our use or display of other companies' trademarks, service marks, copyrights or trade names to imply a relationship with, or endorsement or sponsorship of us by, any other companies.

PRESENTATION OF FINANCIAL AND OTHER INFORMATION

Our financial statements have been prepared in accordance with IFRS® Accounting Standards as issued by the International Accounting Standards Board ("IFRS Accounting standards"). None of our financial statements were prepared in accordance with generally accepted accounting principles in the United States ("U.S. GAAP").

In this Annual Report, we present certain financial measures that are not recognized by IFRS Accounting standards and that may not be permitted to appear on the face of IFRS-compliant financial statements or notes thereto. The non-IFRS financial measures used in this Annual Report and in our financial communications are EBITDA, adjusted EBITDA, Constant Currency Revenue and Free Cash Flow. We use EBITDA, adjusted EBITDA and Constant Currency Revenue to assess our operating performance and we use Free Cash Flow as a liquidity measure. Management believes these non-IFRS financial measures provide useful additional information to investors about current trends in our operations and are useful for period-over-period comparisons of operations.

Certain monetary amounts, percentages, and other figures included in this Annual Report have been subject to rounding adjustments. Accordingly, figures shown as totals in certain tables may not be the arithmetic aggregation of

the figures that precede them, and figures expressed as percentages in the text may not total 100% or, as applicable, when aggregated may not be the arithmetic aggregation of the percentages that precede them.

All references in this Annual Report to "dollar," "USD" or "$" refer to U.S. dollars, the terms "Swedish Kronor" and "SEK" refer to the legal currency of Sweden, the terms "euro," "EUR" or "€" refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the treaty establishing the European Community, as amended, the terms "£" and "GBP" refer to pounds sterling, and the term "CNY" refers to Chinese Yuan.

RISK FACTOR SUMMARY

The following is a summary of the principal risks that could significantly and negatively affect our business, prospects, financial conditions, or results of operations. For a more complete discussion of the material risks facing our business, see Item 3.D. "*Key Information—Risk Factors*":

Risks Related to Our Business and Industry, such as, our history of losses, and how we may be unable to achieve or sustain profitability, including due to elevated inflation and increased costs for transportation, energy, and materials; how our future business, financial condition and results of operations may be adversely affected by reduced or limited availability of oats and other raw materials and ingredients, which meet our quality standards, that our limited number of suppliers are able to sell to us; how a failure to obtain necessary capital when needed on acceptable terms, or at all, may force us to delay, limit, reduce or terminate our product manufacturing and development and other operations; those concerning our cash and cash equivalents maintained at financial institutions, often in balances that exceed federally insured limits; any damage or disruption at our production facilities, which manufacture the primary components of all our products; harm to our brand or reputation due to real or perceived quality, food safety, nutrition or sustainability issues with our products, which could have an adverse effect on our business, reputation, financial condition and results of operations; food safety and food-borne illness incidents or other safety concerns that have led to product recalls and how such events may in the future materially adversely affect our business, financial condition and results of operations by exposing us to lawsuits or regulatory enforcement actions, increasing our operating costs and reducing demand for our product offerings; how a failure by our suppliers of raw materials or co-manufacturers to comply with food safety, environmental or other laws and regulations, or with the specifications and requirements of our products, may disrupt our supply of products and adversely affect our business; we may not be able to compete successfully in our highly competitive markets; risks from consolidation of customers or the loss of a significant customer; a reduction in sales of our oatmilk varieties, which contribute a significant portion of our revenue, would have an adverse effect on our business, financial condition and results of operations; relying heavily on our co-manufacturing partners; our strategic partnerships with co-manufacturers may not be successful, which could adversely affect our operations and manufacturing strategy; failure by our logistics providers to deliver our products on time, or at all, could result in lost sales; that we may not successfully ramp up operations at any of our facilities, or these facilities may not operate in accordance with our expectations; a failure to effectively expand our processing, manufacturing and production capacity through existing facilities, or a failure to find acceptable co-manufacturing or co-manufacturing partners to help us expand, as we continue to grow and scale our business to a steady operating level; failure to develop and maintain our brand; failure to develop or introduce new products or successfully improve existing products may adversely affect our ability to continue to grow; a failure to cost-effectively acquire new customers and consumers or retain our existing customers and consumers, or a failure to derive revenue from our existing customers consistent with our historical performance; consumer preferences for our products are difficult to predict and may change, and, if we are unable to respond quickly to new trends, our business may be adversely affected; a failure to manage our future growth effectively; impairment charges for long-lived assets and other exit costs in connection with our production facilities, and how we may need to recognize further costs in the future; sustainability risks (including environmental, climate change, uncertainty about future related mandatory disclosure requirements, and broader corporate social responsibility matters), which may materially adversely affect our business as a result of lawsuits, regulatory investigations and enforcement actions, complaints concerning our disclosures, impacts on our operations and supply chain (particularly in connection with the physical impacts of climate change), and impacts on our brand and reputation; reliance on information technology systems and how any inadequacy, failure or interruption of, or cybersecurity incidents affecting, those systems may harm our reputation and ability to effectively operate our business; how cybersecurity incidents or other technology disruptions could negatively impact our business and our relationships with customers; risks associated with how our customers

generally are not obligated to continue purchasing products from us; difficulties as we expand our operations into countries in which we have no prior operating experience; risks associated with the international nature of our business; how our operations in the People's Republic of China ("China") could expose us to substantial business, regulatory, political, financial and economic risks; our strategic reset in Asia may not be successful; if we fail to comply with trade compliance and economic sanctions laws and regulations of the United States, the European Union ("EU") and other applicable international jurisdictions, it could materially adversely affect our reputation and results of operations; packaging costs are volatile and may rise significantly; how fluctuations in our results of operations may impact, and may have a disproportionate effect on, our overall financial condition and results of operations; how litigation or legal proceedings could expose us to significant liabilities or costs and have a negative impact on our reputation or business; our estimates of market opportunity and forecasts of market growth may prove to be inaccurate, and even if the market in which we compete achieves the forecasted growth, our business could fail to grow at similar rates, if at all; failure to retain our senior management or to attract, train and retain qualified employees; if we cannot maintain our company culture or focus on our mission as we grow, our success and our business and competitive position may be harmed; our insurance may not provide adequate levels of coverage against claims or we may be unable to find insurance with sufficient coverage at a reasonable cost; disruptions in the worldwide economy; macroeconomic conditions, including rising inflation, interest rates and supply chain constraints; global conflicts, other effects of ongoing wars and conflicts, and increasing geopolitical tensions and changes to international trade policies, treaties and tariffs, including as a result of the emergence of a trade war;

Risks Related to Regulation, such as, the risk that legal claims, government investigations or other regulatory enforcement actions could subject us to civil and criminal penalties; how our operations are subject to U.S., EU, China and other laws and regulations, and there is no assurance that we will be in compliance with all regulations; changes in existing laws or regulations, or the adoption of new laws or regulations, may increase our costs and otherwise adversely affect our business, financial condition and results of operations; how we are subject to stringent environmental regulation and potentially subject to environmental litigation, proceedings and investigations;

Risks Related to Our Intellectual Property, such as, we may not be able to protect, enforce or defend our intellectual property and other proprietary rights adequately, which may impact our commercial success;

Risks Related to the Ownership of Our ADSs, such as, if we are unable to remediate material weaknesses, or if other material weaknesses are identified, we may not be able to report our financial results accurately, prevent fraud or file our periodic reports as a public company in a timely manner; how our largest shareholder has significant influence over us, including significant influence over decisions that require the approval of shareholders; how our results of operations and the market price of our ADSs have been, and may be, volatile, and you may lose all or part of your investment; although as a foreign private issuer we are exempt from certain corporate governance standards applicable to U.S. issuers, if we cannot satisfy, or continue to satisfy, the continued listing requirements of Nasdaq it could result in a delisting of our securities; how we are not subject to U.S. proxy rules and are subject to Exchange Act reporting obligations that, to some extent, are more lenient and less frequent than those of a U.S. domestic public company; that we may lose our foreign private issuer status in the future, which could result in significant additional costs and expenses; as we are a foreign private issuer and follow home country corporate governance practices, our shareholders may not have the same protections afforded to shareholders of companies that are subject to all Nasdaq corporate governance requirements; you may not be able to exercise your right to vote the ordinary shares underlying your ADSs; purchasers of ADSs may be subject to limitations on transfer of their ADSs; ADS holders may not be entitled to a jury trial with respect to claims arising under the deposit agreement, which could result in less favorable outcomes to the plaintiff(s) in any such action; how holders of our ADSs or ordinary shares have limited choice of forum, which could limit your ability to obtain a favorable judicial forum for complaints against us, the depositary or our respective directors, officers or employees; how the Company may be subject to securities litigation, which is expensive and could divert management attention; a significant portion of our total issued and outstanding ADSs are eligible to be sold into the market, which could cause the market price of our ADSs to drop significantly, even if our business is doing well; that we may not pay dividends on our ADSs in the future and, consequently, your ability to achieve a return on your investment will depend on the appreciation in the price of our ADSs; our shareholders may face difficulties in protecting their interests because we are a Swedish company; there may be difficulties in enforcing foreign judgments against us, and our directors or our management; Oatly Group AB is a holding company with no operations of its own and, as such, it depends on its subsidiaries for cash to fund its operations and expenses, including future dividend payments, if any; if we are treated as a passive foreign investment company, U.S. holders of our ordinary shares or ADSs subject to U.S. federal income tax may suffer material adverse tax consequences; if a United

States person is treated as owning at least 10% of our shares, such holder may be subject to adverse U.S. federal income tax consequences; changes in our tax rates or exposure to additional tax liabilities or assessments could affect our profitability, and audits by tax authorities could result in additional tax payments;

Risks Related to Our Indebtedness and Outstanding Convertible Notes, such as, how we have incurred substantial indebtedness that may decrease our business flexibility, access to capital, and/or increase our future borrowing costs; we may not be able to generate sufficient cash flows to service our outstanding debt and fund operations and may be forced to take other actions to satisfy our obligations under such debt; the fundamental change provisions of the Convertible Notes (as defined elsewhere in this Item 3.D) may delay or prevent an otherwise beneficial asset disposition or takeover attempt of us; transactions relating to the Convertible Notes may dilute the ownership interests of holders of our ADSs or ordinary shares and may adversely impact the value of such securities; potential arbitrage or hedging strategies by purchasers of the Convertible Notes may affect the value of our ordinary shares and the conversion price for the Convertible Notes may negatively impact the value of our ADSs; covenants in our debt agreements may restrict our operating activities and adversely affect our financial condition;

General Risk Factors, such as, that we cannot assure you that a market for our ADSs will be sustained to provide adequate liquidity, and public trading markets have experienced, and may continue to experience, volatility. Investors may not be able to resell their ADSs at or above the price they pay; if securities or industry analysts cease publishing research or reports about us, our business or our market, or if they change their recommendations regarding our ADSs adversely, the price and trading volume of our ADSs could decline; and we continue to incur increased costs as a result of operating as a public company, and our management is required to devote substantial time to new compliance initiatives and corporate governance practices.

PART I

Item 1. Identity of Directors, Senior Management and Advisers

Not applicable.

Item 2. Offer Statistics and Expected Timetable

Not applicable.

Item 3. Key Information

A. [Reserved.]

B. Capitalization and Indebtedness

Not applicable.

C. Reasons for the Offer and Use of Proceeds

Not applicable.

D. Risk Factors

Our business involves significant risks and uncertainties, which are described below. You should carefully consider the risks described below and other information described elsewhere in this Annual Report before making an investment decision. Our business, financial condition or results of operations could be materially and adversely affected by any of these risks. The trading price and value of our ADSs could decline due to any of these risks, and you may lose all or part of your investment. This Annual Report also contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including the risks faced by us described below and elsewhere in this Annual Report.

Risks Related to Our Business and Industry

We have a history of losses, and we may be unable to achieve or sustain profitability, including due to elevated inflation and increased costs for transportation, energy, and materials.

We have experienced net losses over the last several years. In the years ended December 31, 2024 and 2023, we incurred net losses of $202.3 million and $417.1 million, respectively. Although we have reduced our net losses in recent years, we may not achieve or sustain profitability in the future. The current macro-economic environment has caused elevated inflationary pressure across the broader economy, driving further increases to, among other things, interest rates, transportation, energy, and materials. For example, we have experienced, and may continue to experience, higher commodity and supply chain costs, including transportation, packaging, manufacturing and ingredient costs, as well as higher electricity costs in Europe due to the disruption of European energy markets. Moreover, the current macroeconomic environment has, and may continue to, negatively impact our supply chain and business operations, including our capacity expansion projects as a result of distribution and other logistical issues; longer lead times for equipment; continued supply chain disruptions, including with respect to raw materials, resulting in higher inflationary pressure; and impact to our facility operations or those of our suppliers or co-manufacturers.

Further, changes in the macroeconomic landscape have affected customer spending habits, increasing demand for cheaper products and labels. Many of our expenses, including the costs associated with operating our existing production and manufacturing facilities, are fixed. We also have costs related to increasing our customer base, expanding our marketing channels and end markets, investing in our distribution and co-manufacturing partnerships, continuing our research and development activities, launching additional products, obtaining and storing ingredients and other products and enhancing our technology and production capabilities. Accordingly, we may not succeed in

increasing our revenue and margins sufficiently to offset any potential increased expenses and costs of goods sold, and we may not be able to adjust or reduce our operating expenses quickly enough, and thus may not be able to achieve or sustain profitability, and we may incur significant losses in the future.

Our future business, financial condition and results of operations may be adversely affected by reduced or limited availability of oats and other raw materials and ingredients, which meet our quality standards, that our limited number of suppliers are able to sell to us.

Our ability to ensure a continuing supply of high-quality conventional as well as gluten-free oats and other raw materials and ingredients for our products at competitive prices depends on many factors beyond our control. In particular, we rely on a limited number of regional suppliers to supply us with high-quality oats and maintain controls and procedures in order to meet our standards for quality and sustainability. Our financial performance depends in large part on our ability to arrange for the purchase of raw materials in sufficient quantities at competitive prices, and transport several of those raw materials from other countries. We are not assured of continued supply or adequate pricing of raw materials, although we do have contracts with certain legal and financial protections. Any of our suppliers could discontinue or seek to alter their relationship with us, thereby creating interruptions in supply of raw materials.

We currently work closely with several suppliers for the oats used in our products. We purchase our oats from farmers in Sweden, Canada, the United Kingdom, the Baltic states, Australia and Finland through millers in Sweden, Finland, China, Canada, the United States and Belgium, so our supply may be particularly affected by any adverse events in these countries or any delays in transport between countries or regions. We have in the past experienced interruptions in the supply of oats from one supplier that resulted in delays in delivery to us. We could experience similar delays in the future from any of these suppliers. For example, there is uncertainty about the imposition of tariffs in the United States (including retaliatory tariffs) that could increase the prices we pay for oats, increase the prices paid by our consumers for our products, reduce our profit margins and increase the difficulty of commercial negotiations with our customers and suppliers. Any disruption in the supply of oats from these suppliers would have a material adverse effect on our business if we cannot replace these suppliers in a timely manner, or at all.

We use a variety of enzymes throughout our production process, which we source from a few suppliers. We also rely on one supplier to produce an enzyme that we use to provide certain characteristics to some of our products, including our Barista Edition oatmilk. Any disruptions in this supplier's production facilities or processes could have a material adverse effect on our ability to consistently produce certain products in a timely manner, which could harm our reputation and relationship with our customers, as well as materially adversely affect our business, financial condition and results of operations. While we believe we maintain a good relationship with this supplier, there can be no assurance that we will be able to continue purchasing the necessary enzyme from this supplier on favorable terms, or at all, in the future. We are exploring alternative methods of achieving these product characteristics that may require us to expend a significant amount of time and effort to find alternative suppliers and/or develop new technology that meet our standards for quality, which could disrupt our operations and adversely affect our business.

In general, if we need to replace an existing supplier due to lack of adequate supply, disagreements, bankruptcy or insolvency, the supplier's inability to adhere to our supplier standards, or any other reason, there can be no assurance that supplies of raw materials will be available when required on acceptable terms or prices, or at all, or that a new supplier would allocate sufficient capacity to us in order to meet our requirements or fill our orders in a timely manner. Finding a new supplier may take a significant amount of time and resources, and once we have identified such new supplier, we would have to ensure that they meet our standards for quality and have the necessary technical capabilities, responsiveness, high-quality service and financial stability, among other things, as well as adhere to our standards (such as having satisfactory labor, sustainability and ethical practices that align with our values and mission). Prices of raw materials are also volatile and adding a new supplier may lead to greater sourcing costs which could in turn increase our cost of sales and reduce our potential profitability.

Further, any changes in our supply could result in changes in the quality of our ingredients, as we are reliant on specific biological processes, which could be adversely affected by changes in the composition of our raw materials. If we are unable to manage our supply chain effectively and ensure that our products are available to meet consumer demand, our operating costs could increase and our profit margins could decrease.

Additionally, the oats and rapeseed from which our products are sourced are vulnerable to adverse weather conditions and natural disasters, such as floods, droughts, frosts, earthquakes, hurricanes, pestilence, wildfires and diseases, which can adversely impact quantity and quality, leading to reduced oat yields and quality, which in turn could reduce the available supply of, or increase the price of, our raw materials. For example, severe heat and droughts in 2021 significantly reduced oat growth and production in Canada, the world's biggest oat exporter. This tightened the available oat supply and resulted in an increase in oat prices in the United States and globally. The monocultures that we use are also sensitive to diseases, pests, insects and other external forces, which could pose either short-term effects, such as result in a bad harvest one year, or long-term effects, which could require new oat varieties to be grown. We may have general difficulties in obtaining raw materials, particularly oats, due to our high-quality standards. Our suppliers may also be susceptible to interruptions in their operations, including any disruption as a result of a pandemic, war or related response measures and any problems with our suppliers' businesses, finances, labor relations, ability to import raw materials, costs, production, insurance and reputation, all of which could negatively impact our ability to obtain required quantities of oats in a timely manner, or at all, which could materially reduce our net product sales and have a material adverse effect on our business, financial condition and results of operations. Further, any negative publicity regarding the supply of our oats and other raw materials we use, such as rapeseed and coconut oil, including as a result of disease or any other contamination issues, as well as any negative publicity around the way our competitors or others in our industry obtain similar raw materials, could impact customer and consumer perception of our products, even if these issues do not directly impact our products.

There is also the concern that carbon dioxide and other greenhouse gases in the atmosphere may have an adverse impact on global temperatures, weather patterns and the frequency and severity of extreme weather and natural disasters. If such climate change has a negative effect on agricultural productivity, particularly for our oat suppliers, we may be subject to decreased availability or less favorable pricing for oats and other raw materials that are necessary for our products and, as a result thereof, we may need to shift our sourcing to include other regions. Due to climate change, we may also experience decreased availability of water, deteriorated quality of water or less favorable pricing for water, which could adversely impact our production and distribution operations.

In addition, we also compete with other food companies in the procurement of oats and other raw materials and ingredients, and this competition may increase in the future if consumer demand increases for these items or products containing them or if competitors increasingly offer products in these market sectors. If supplies of oats and other raw materials that meet our quality standards are reduced or are in greater demand, we may not be able to obtain sufficient supply to meet our needs on favorable terms, or at all.

Our suppliers and the availability of oats and other raw materials may also be affected by the number and size of suppliers that grow oats and other raw materials that we use, changes in global economic conditions, such as inflation, and our ability to forecast our raw materials requirements. Many of these farmers also have alternative income opportunities and the relative financial performance of growing oats or other raw materials as compared to other potentially more profitable opportunities could affect their interest in working with us. Any of these factors could impact our ability to supply our products to customers and consumers and may adversely affect our business, financial condition and results of operations.

A failure to obtain necessary capital when needed on acceptable terms, or at all, may force us to delay, limit, reduce or terminate our product manufacturing and development and other operations.

Since our inception, substantially all our resources have been dedicated to commercial development as well as development of our products, including purchases of property, plant and equipment, manufacturing facility improvements and purchases of additional manufacturing equipment as well as creating an operating model and building an organization suitable to our size and growth, as we have historically focused on growing our business. Developing new products and entering new markets, including expansion into new international sales and production operations and countries in which we have no prior operating experience, is associated with high costs and capital expenditures and there is a risk that strategic actions do not lead to the anticipated outcomes and that resources allocated do not lead to the desired outcomes . For further discussion of the risks of such expansion efforts, see "*—We may not successfully ramp up operations at any of our facilities, or these facilities may not operate in accordance with our expectations*", "*—We may face difficulties as we expand our operations into countries in which we have no prior operating experience*" and "*—Our operations in China could expose us to substantial business, regulatory, political, financial and economic risks*". Although our asset-light strategy has reduced our capital expenditures relative

to historical levels, which has had a positive impact on our cash flows, we have a history of experiencing, and expect to continue to experience, negative cash flows from operations, which may require us to finance existing and new capital expenditures and our operations through capital contributions and debt financing.

On March 23, 2023 and April 18, 2023, we issued $300.0 million in aggregate principal amount of 9.25% Convertible Senior PIK Notes due 2028 in private offerings, of which $200.1 million were issued pursuant to a Swedish Subscription Agreement (the "Swedish Notes") and $99.9 million were issued pursuant to U.S. Investment Agreements and a U.S. Indenture (the "Original U.S. Notes"). In May 2023, we issued an additional $35.0 million in aggregate principal amount of notes in a private offering pursuant to a separate U.S. Investment Agreement and a U.S. Indenture (the "Additional U.S. Notes" and, together with the Original U.S. Notes, the "U.S. Notes" and the U.S. Notes, together with the Swedish Notes, the "Convertible Notes").

We believe that our current cash and cash equivalents are sufficient to fund our current business plan. Nevertheless, our operating plan may change because of factors currently unknown to us, and we may need to seek additional funds through public or private equity or debt financings or other sources, such as strategic collaborations. Such financing may result in dilution to shareholders or new equity that we issue could have rights, preferences or privileges superior to those of our ADSs, or impose debt covenants and repayment obligations, or other restrictions that may adversely affect our business. Moreover, there can be no assurance that we will be able to raise additional capital on favorable terms or at all, including as a result of current volatility in market conditions. In the event that we are not able to obtain additional funding, we may conclude that there is substantial doubt about our ability to continue as a going concern.

Our future capital requirements depend on many factors, including:

- the level of demand for our products;
- the number, complexity and characteristics of any additional products or manufacturing processes we develop or acquire to serve new or existing markets;
- the scope, progress, results and costs of researching and developing future products or improvements to existing products or manufacturing processes;
- any material or significant product recalls;
- the expansion into new markets through growth or acquisitions;
- any changes in our regulatory and legislative landscape, particularly with respect to advertising, product safety, product labeling and privacy;
- expansion and utilization of production facilities;
- inflationary pressures or supply chain disruptions, including any trade treaties, tariffs or agreements that could adversely affect our ability to do business in affected countries;
- any lawsuits related to our products or commenced against us;
- the expenses needed to attract and retain skilled personnel;
- the costs associated with being a public company, including director and officer insurance;
- significant changes in currency exchange rates;
- the costs involved in preparing and filing any patents, particularly due to the speed of our expansion, as well as prosecuting, maintaining, defending and enforcing patent claims, including litigation costs and the outcome of such litigation; and
- the timing, receipt and amount of sales of any future approved products, if any.

Additional funds may not be available when we need them, on terms that are acceptable to us, or at all. If adequate funds are not available to us on a timely basis, we may be required to:

•delay, limit, reduce or terminate our efforts to increase our production capacity, launch new products or technology and expand our markets;

•delay, limit, reduce or terminate our supply chain, manufacturing, research and development activities;

•delay, limit, reduce or terminate our establishment of sales and marketing capabilities or other activities that may be necessary to generate revenue and achieve profitability; or

•terminate ongoing projects or sell assets with large discounts, resulting in an impairment of assets.

We maintain our cash and cash equivalents at financial institutions, often in balances that exceed federally insured limits. If financial institutions where we hold deposits were to fail, we could be exposed to a potential loss of deposits, and our ability to raise capital may be impacted by these events.

The Company maintains the majority of its cash and cash equivalents in accounts with major U.S. and multi-national financial institutions, and our deposits at certain of these institutions exceed insured limits. Market conditions can impact the viability of these institutions. In the event of failure of any of the financial institutions where we maintain our cash and cash equivalents, there can be no assurance that we would be able to access uninsured funds in a timely manner or at all. In addition, weakness and volatility in capital markets caused by any bank failures in the future, which could adversely affect our ability to access capital on favorable terms in the future, or at all. Any inability to access funds we have deposited at financial institutions or any inability to raise capital when we require it could adversely affect our business, financial position and results of operations.

The primary components of all our products are manufactured in our production facilities, and damage or disruption at these facilities has in the past harmed, and may in the future harm, our business.

Significant portions of our operations are located in our five production facilities as of December 31, 2024. A natural disaster, extreme weather conditions, fire, power interruption, work stoppage, labor matters (including illness or absenteeism in workforce), pandemic or other calamity at any one of these facilities and any combination thereof would significantly disrupt our ability to deliver our products and operate our business. Further, there is a concern that carbon dioxide and other greenhouse gases in the atmosphere may have an adverse impact on the frequency and severity of such natural disasters and extreme weather conditions. In the future, we may also experience plant shutdowns or periods of reduced production because of regulatory issues, equipment failure, employee-related incidents that result in harm or death, delays in raw material deliveries or as a result of a pandemic or related response measures. Any such disruption or unanticipated event may cause significant interruptions or delays in our business and the reduction or loss of inventory may render us unable to fulfill customer orders in a timely manner, or at all, and may result in lawsuits.

If any material amount of our machinery or inventory were damaged, we would be unable to meet our contractual obligations and cannot predict when, if at all, we could replace or repair such machinery, which could materially adversely affect our business, financial condition and results of operations. We have property and business disruption insurance in place for all of our facilities; however, such insurance coverage may not be sufficient to cover all of our potential losses and may not continue to be available to us on acceptable terms, or at all.

Our brand or reputation may be harmed due to real or perceived quality, food safety, nutrition or sustainability issues with our products, which could have an adverse effect on our business, reputation, financial condition and results of operations.

We believe our consumers rely on us to provide them with high-quality plant-based products. Therefore, any real or perceived quality or food safety concerns or failures to comply with applicable food regulations and requirements or concerns associated with the nutritional or sustainability characteristics of our products, whether or not ultimately based on fact and whether or not involving us (such as incidents involving our competitors), could cause negative publicity and reduced confidence in our company, brand or products, which could in turn harm our reputation and sales, and could materially adversely affect our business, financial condition and results of operations. Although we believe we have a rigorous quality control process including with our suppliers (for example, we only consider using ingredients in our products that comply with applicable international and local food regulations and our internal standards, and, additionally, have implemented robust risk assessments and monitoring programs to ensure

compliance), there can be no assurance that our products will always comply with the standards or expectations set for our products. Additionally, we contract with co-manufacturers which have, and may in the future, experience food quality or food safety issues that impact our products. For example, in 2022 a co-manufacturer had a food safety issue which led to a recall of certain of our products. Although we strive to keep our products free of pathogenic organisms or foreign materials, they may not be easily detected and contamination can occur. There is no assurance that this health risk will always be preempted by our quality control processes.

Perceived concerns about the nutritional profile of our products or ingredients can affect trust in our products and our category as a whole. Concerns may arise from misinformation that is spread and amplified including by social media influencers, the press and popular food applications, which could result in loss of confidence on the part of consumers in the ingredients used in our products or in the safety and quality of our products. Such loss of confidence may also be exacerbated by our position in the market as a provider of high-quality plant-based products and could significantly reduce our brand value, which would be difficult and costly to overcome and may adversely affect our business, financial condition and results of operations.

In addition, we are subject to a series of complex and changing food laws and regulations which could impact the way consumers view our products. For example, new labeling laws might require us to list certain ingredients in a different way than we did in the past and that could confuse our consumers into thinking we may use different types of ingredients than they originally thought or that the quality or nutritional value of our ingredients is different to what they anticipated. Further, the development of food laws and regulations could make it more difficult for us to realize our goals of achieving a more integrated global supply chain due to the differences in regulations around the world. Further, concerns about sustainability issues (including climate change, environmental and corporate responsibility matters), including disclosures related to sustainability issues, might cause consumer preferences to switch away from our products. Furthermore, we might fail to effectively address increased attention from the media, shareholders, activists and other stakeholders on sustainability matters, including land use, water use, greenhouse gas emissions, packaging, and broader corporate responsibility matters.

In addition, the landscape of sustainability legislation is rapidly evolving globally, making it challenging to stay abreast of the dynamic changes that may impact our business. This may also result in further requirements around the sustainability claims that could require third-party certification (e.g., as provided by the Directive on Empowering Consumers for the Green Transition (ECGT)) that might add cost to the business and/or not harmonized sustainability communication in the different regions due to the differences in legislation. Additionally, we have no control over our products once purchased by consumers. Accordingly, consumers may store our products improperly or for long periods of time, which may adversely affect the quality and safety of our products. While we have procedures in place to handle consumer questions and complaints, there can be no assurance that our responses will be satisfactory to consumers, which could harm our reputation. If consumers do not perceive our products to be safe or of high quality as a result of such actions outside our control or if they believe that we did not respond to a complaint in a satisfactory manner, then the value of our brand would be diminished, and our reputation, business, financial condition and results of operations would be adversely affected.

Food safety and food-borne illness incidents or other safety concerns have led to product recalls, and may materially adversely affect our business, financial condition and results of operations by exposing us to lawsuits or regulatory enforcement actions in the future, increasing our operating costs and reducing demand for our product offerings.

Selling food for human consumption involves inherent legal and other risks, and there is increasing governmental scrutiny of and public awareness regarding food safety. Unexpected side effects, illness, injury or death related to allergens, food-borne illnesses or other food safety incidents caused by products we sell or involving our suppliers or co-manufacturers, could result in the discontinuance of sales of these products or our relationships with such suppliers and co-manufacturers, or otherwise result in increased operating costs, regulatory enforcement actions or harm to our reputation. Shipment of adulterated or misbranded products, even if inadvertent, can result in criminal or civil liability. Such incidents could also expose us to product liability, negligence or other lawsuits, including consumer class action lawsuits. Any claims brought against us may exceed or be outside the scope of our existing or future insurance policy coverage or limits. Any judgment against us that is more than our existing or future insurance coverage and policy limits or not covered by such policies would have to be paid from our cash reserves, which would reduce our capital resources.

The occurrence of food-borne illnesses or other food safety incidents could also adversely affect the price and availability of affected ingredients and raw materials, resulting in higher costs, disruptions in supply and a reduction in our sales. For example, some of our co-manufacturing is done in facilities in the presence of multiple allergens, requiring additional efforts for us to confirm that there are no allergens contained in our products produced in such facilities. Additional testing to confirm the presence of allergens increases our costs, as well as the risks to our reputation and brand should we inadvertently fail to detect any allergens. Furthermore, any instances of food contamination or regulatory noncompliance, whether or not caused by our actions, could compel us, our suppliers, our co-manufacturers, our distributors or our customers, depending on the circumstances, to conduct a recall in accordance with U.S. Food and Drug Administration (the "FDA") regulations, China Food Safety Law and the Administrative Measures for Food Recall, EU regulations and comparable state laws and regulations in the other jurisdictions in which we operate. For example, in July 2022, Lyons Magnus, one of our co-manufacturers, announced that they initiated a precautionary recall for certain editions of our Barista Oatmilk, Chocolate Oatmilks, and an Oat Drink Deluxe. We terminated all future business with Lyons Magnus and the Lyons Magnus recall did not have a material impact on our results for the year ended December 31, 2022, however, a similar recall in the future may have a material adverse effect on our results of operations and financial condition.

Future food recalls could result in significant losses due to their associated costs, the destruction of product inventory, lost sales due to the unavailability of the product for a period of time and potential loss of existing distributors and a potential negative impact on our ability to attract new customers and maintain our current customer base due to negative consumer experiences or because of an adverse impact on our brand and reputation. We are particularly vulnerable to the impacts of allergen contaminations because a sizable amount of our target customer base is sensitive to certain food products, such as milk and soy, and they purchase our products since they are free from such allergens. The costs of a recall could exceed or be outside the scope of our existing or future insurance policy coverage or limits.

In addition to the recall risk, like other food companies, we could be a target of product tampering. Forms of tampering could include the introduction of foreign material, chemical contaminants and pathological organisms into consumer products as well as product substitution. The FDA enforces laws and regulations, such as the Food Safety Modernization Act (the "FSMA"), that require companies like us to analyze, prepare and implement mitigation strategies specifically to address tampering designed to inflict widespread public health harm. In the EU, our operations are also subject to a number of EU and EU member state regulations, in particular Regulation (EC) No 178/2002 laying down the general principles and requirements of food law, establishing the European Food Safety Authority ("EFSA") and laying down procedures in matters of food safety. The regulation sets forth essential requirements such as food safety and traceability requirements and a food operator's responsibilities. Food business operators must at all stages of production, processing and distribution within the businesses under their control ensure that foods satisfy the requirements of food law, in particular as to food safety. If we do not adequately address the possibility, or any actual instance, of product tampering, we could face possible seizure or recall of our products and the imposition of civil or criminal sanctions, which could materially adversely affect our business, financial condition and results of operations. In the EU, Regulation (EU) No 2017/625 of March 15, 2017 provides the general framework for official controls and other official activities, either at EU or member state level, to ensure the application of food law including with respect to food safety.

Failure by our suppliers of raw materials or co-manufacturers to comply with food safety, environmental or other laws and regulations, or with the specifications and requirements of our products, may disrupt our supply of products and adversely affect our business.

If our suppliers or co-manufacturers fail to comply with food safety, environmental or other laws and regulations, or face allegations of non-compliance, their operations may be disrupted. Additionally, as applicable, our suppliers and co-manufacturers are required to maintain the quality of our products and to comply with our product specifications. Our sustainability performance also relies on our suppliers and co-manufacturers (and other partners, including for logistics, ingredients and packaging) and their shared commitment to sustainability. Failure of our suppliers and co-manufacturers to meet their sustainability targets and commitments could impact our performance and ability to meet our sustainability goals, initiatives, or standards. Failure to meet such goals, initiatives and standards or meet the expectations of our customers and consumers could have a material adverse effect on our reputation and brand and negatively impact our relationship with our employees, customers and consumers.

In the event of actual or alleged non-compliance, by our existing suppliers or co-manufacturers, we might be forced to find an alternative supplier or co-manufacturer, and we may be subject to lawsuits related to such non-compliance by our suppliers and co-manufacturers. As a result, our supply of raw materials or finished inventory could be disrupted or our costs could increase, which would adversely affect our business, financial condition and results of operations. The failure of any co-manufacturer to produce products that conform to our standards could adversely affect our reputation in the marketplace and result in product recalls, product liability claims and economic loss. For example, other plant-based dairy alternative companies have been significantly impacted by recalls resulting from allergen contamination at the supplier level. Additionally, actions we may take to mitigate the impact of any disruption or potential disruption in our supply of raw materials or finished inventory, including increasing inventory in anticipation of a potential supply or production interruption, may adversely affect our business, financial condition and results of operations.

We may not be able to compete successfully in our highly competitive markets.

We operate in a highly competitive market. Numerous brands and products compete for limited retail, coffee shop, foodservice and restaurant customers and consumers. In our market, competition is based on, among other things, brand equity and consumer relationships, consumer trends, product experience (including taste, functionality and texture), nutritional profile and dietary attributes, sustainability of our products, including our supply chain (including raw materials), quality and type of ingredients, distribution and product availability, pricing pressure and competitiveness and product packaging. If we produce products with a slightly different taste or texture consumers may not purchase or use our products and we may not be able to sell all or some of our remaining inventory and may be required to write off excess or obsolete inventory.

We compete with conventional dairy companies and brands, including Danone, Lactalis, Fonterra, Arla Foods, Chobani, Dean Foods, and Lactaid (owned by Johnson & Johnson), many of whom may have substantially greater financial and other resources than us and whose dairy products are well accepted in the marketplace today. They may also have lower operational costs and higher gross margins, and as a result, may be able to offer conventional dairy products to customers at lower costs than plant-based products. This could cause us to lower our prices in order to compete, resulting in lower profitability or, in the alternative, cause us to lose market share if we fail to lower prices.

We also compete with other consumer product companies that develop and sell plant-based products, including oat, but also almond, soy, cashew and hemp dairy alternatives, among others. Competitors include Alpro, Blue Diamond Growers, Califia Farms, Planet Oat, Ripple Foods, Oatside and Ecotone, but also potential new competitors, including companies that primarily sell dairy-based products, entering our category that may have more consumer brand name recognition, be more innovative, have more resources and be able to bring new products to market faster or at a lower cost and to more quickly exploit and serve niche markets. For example, in China, many of our competitors sell plant-based products at a lower cost base and at lower prices. In China, the foodservice channel accounts for a significant portion of our revenue, and high deflationary trends in foodservice pricing in China along with continued pricing pressures, could make our products less competitive, which would adversely affect our margins and our business, financial condition and results of operations. Given our focus on international expansion, competitors who are only present in certain markets may be able to move more quickly than we do. Additionally, we may face new competition from emerging non-animal based dairy products or other non-dairy crop-based products that could compete effectively with our products.

We compete with these competitors for retail customers (including grocery stores and supermarkets), foodservice customers (including coffee shops, cafes, restaurants and fast food) and e-commerce (both direct-to-consumer and through third-party platforms) customers. Consumers tend to focus on price as one of the key drivers behind their purchase of food and beverages, and consumers will only pay a premium price for a product that they believe is of premium quality and value. In order for us to not only maintain our market position, but also to continue to grow and acquire more consumers, some of which may be switching from traditional dairy to plant-based alternatives, we must continue to provide delicious, high-quality products, and consumers must believe in our vision for a food system that is better for people and the planet.

Conventional food companies, which are generally multinational corporations with substantially greater resources and operations than us, may acquire our competitors or launch their own plant-based products, and they may be able to use their resources and scale to respond to competitive pressures and changes in consumer preferences by

introducing new products, reducing prices or increasing promotional activities, among other things. If retail customers chose to allocate larger contracts to companies with which they already have an established business relation, we may fail to broaden our customer base and to gain larger contracts. Customers may also perceive us as a more high-risk alternative to more conventional food companies. This could require us to enter sales agreements with unfavorable terms and could result in additional costs. Retailers also market competitive products under their own private labels, which are generally sold at lower prices and compete with some of our products. Similarly, retailers could change the merchandising of our products, and we may be unable to retain the placement of our products in dairy cases to effectively compete with traditional dairy products. Competitive pressures or other factors, such as high inflation, could cause us to lose market share, which may require us to lower prices, or increase prices to offset inflationary pressures, which could lead our customers to turn to our competitors, increase marketing and advertising expenditures, or increase the use of discounting or promotional campaigns each of which could adversely affect our margins and our business, financial condition and results of operations. See Item 4.B. "*Information on the Company—Business Overview—Competition*" for more information.

Consolidation of customers, the loss of a significant customer or the decrease of sales from a significant customer, could negatively impact our sales and profitability.

Supermarkets, grocers and other retailers in North America, the EU and Asia continue to consolidate. This consolidation has produced larger, more sophisticated organizations with increased negotiating and buying power that are able to resist price increases, as well as operate with lower inventories, decrease the number of brands that they carry and increase their emphasis on private label products, all of which could negatively impact our business or put pressure on our company to lower our prices, which could negatively impact our margins, financial condition and results of operations. The consolidation of retail customers also increases the risk that a significant adverse impact on their business could have a corresponding material adverse impact on our business, financial condition and results of operations.

In the year ended December 31, 2024, one customer in the foodservice channel accounted for approximately 10% of our total revenue. The loss of any large customer, the significant reduction of purchasing levels or prices paid for our products, the cancellation of any business from a large customer for an extended length of time or volatility in forecasting or purchasing could negatively impact our sales and profitability, as well as expose us to credit risks.

Furthermore, as retailers consolidate, they may reduce the number of branded products they offer in order to accommodate private label products and generate more competitive terms from branded suppliers. Consequently, our financial condition and results of operations may fluctuate significantly from period to period based on the actions of one or more significant retailers. A retailer may take actions that affect us for reasons that we cannot always anticipate or control, such as their financial condition, changes in their business strategy or operations, the introduction of competing products or the perceived quality of our products. Despite operating in different channels, our retailers sometimes compete for the same consumers. Because of actual or perceived conflicts resulting from this competition, retailers may take actions that negatively affect us. Any of the foregoing risks as a result of consolidation of our retail customers could have a material adverse effect on our business, financial condition and results of operations.

Sales of our oatmilk varieties contribute a significant portion of our revenue and a reduction in such sales would have an adverse effect on our business, financial condition and results of operations.

Our oatmilk accounted for approximately 90% of our revenue in the years ended December 31, 2024 and 2023, respectively. Our oatmilk has been the focal point of our development and marketing efforts, as part of our strategy when entering new markets is to introduce our Barista Edition variety of oatmilk before we expand our product offerings and sales channels. As a result, we prioritize the production of our oatmilk over our other products, which could hinder our ability to provide new products in a timely manner, or at all, which could adversely affect our reputation, brand and business. We believe that sales of our oatmilk will continue to constitute a majority of our revenue, income and cash flows for the foreseeable future. Additionally, our oatmilk varieties have different pricing structures that vary by distribution channel and end market, which subjects us to the risk of overly relying upon a single large customer or a particular product or market. If we do not diversify our customer base, we may be more susceptible to volatility in our purchasing and forecasting and we may have a negative product or margin mix which would negatively affect our results of operations. For example, our margins from certain customers or distribution

channels and end markets is higher than others. If we cannot increase our prices with such customers, or our customers in general, our gross margins will suffer. We cannot be certain that we will be able to continue to expand production and distribution of our oatmilk or that customer demand for our other existing and future products will expand to allow such products to represent a larger percentage of our revenue than they do currently. Accordingly, any factor adversely affecting sales of our oatmilk could have a material adverse effect on our business, financial condition and results of operations.

We continue to pursue an asset-light business model, which means we will rely heavily on our co-manufacturing partners.

In 2023, we decided to further pursue our asset-light business model, which means rather than continuing to build new manufacturing and production facilities, we will partner with co-manufacturing partners. This means we will utilize contract manufacturing and supply arrangements. We believe this business model requires significantly less capital to operate our business. However, the supply and manufacturing agreements we have or may enter into with key suppliers and co-manufacturers, respectively, in the future may have provisions where such agreements can or cannot be terminated in various circumstances. If these suppliers and co-manufacturers become unable to provide, or experience delays in providing finished product, it may be difficult to find replacements to these partners. Additionally, if we overestimate our requirements, our suppliers or co-manufacturers may have excess manufacturing capacity and/or inventory, which would indirectly increase our costs, negatively impacting our gross margins and potentially affecting when we will become profitable. Underestimation of such requirements could have a similarly material, adverse effect. We also depend on our strategic partners to ensure that new production facilities are operational in the expected timeframe and with the expected capacity and quality standards. If we underestimate our production requirements, our strategic partners and suppliers may have inadequate manufacturing capacity and/or inventory, which could interrupt production and result in delays in shipments and revenues. The underestimation of production requirements or failure to timely deliver vehicles would harm our brand, business, prospects, financial condition and results of operations.

Our strategic partnerships with our co-manufacturers may not be successful, which could adversely affect our operations and manufacturing strategy

Our strategic partnerships with our co-manufacturers are an integral part of our shift to a more hybrid production network within select geographies. Although we continuously work with our co-manufacturing partners to assess and ensure that our co-manufacturing fees are competitive, if these strategic partnerships do not succeed, and/or we are unable to enter into alternative or modified manufacturing, labeling and packaging agreements or other arrangements on commercially favorable terms, our future profit margins may be adversely affected, particularly in certain geographies, such as in North America, where co-manufacturing costs are higher. Moreover, the execution of these strategic partnerships may divert managements' time and resources, which could impair relationships with customers and other strategic partners and disrupt our operations. The failure to successfully achieve any or all the benefits of our co-manufacturer partnerships may undermine our ability to successfully execute our manufacturing strategy, and our business, financial condition and results of operations may be harmed as a result. Additionally, any disruptions to our co-manufacturers' businesses in general may affect the execution of those strategic partnerships and negatively impact our business.

Failure by our logistics providers to deliver our products on time, or at all, could result in lost sales.

We currently rely upon third-party logistics providers for the distribution of our products. Our utilization of third parties for distribution and transportation handling is subject to risks, including increases in fuel prices, which would increase our shipping costs, and labor matters (including illness or absenteeism in workforce), port, transportation and distribution delays or interruptions, inclement weather or other disruptions, including as a result of a global pandemic or epidemic, any of which may impact the ability of these providers to provide distribution services that adequately meet our needs. For example, we currently import all our products into the United Kingdom. If any of our third-party logistics providers were to fail to distribute our products to our customers in this region, this could have a material adverse effect on our relationship with our customers in the United Kingdom, which could harm our brand and reputation, and as a result, would have an adverse effect on our business, financial condition and results of operations. If we were to change distribution companies, we could face logistical difficulties that could adversely affect deliveries and could incur costs and expend resources in connection with such change. Moreover, we may not be able to obtain

terms as favorable as those we receive from the third-party logistics providers that we currently use, which in turn would increase our costs and thereby may adversely affect our business, financial condition and results of operations.

We may not successfully ramp up operations at any of our facilities, or these facilities may not operate in accordance with our expectations.

We have in the past and expect to continue to partner with co-manufacturers in the future to further increase our production capacity.

Any substantial delay in bringing any of our or our co-manufacturing partners' facilities up to full utilization on the projected schedule, while still meeting our sustainability targets, would put pressure on the rest of our business operations to meet demand and production schedules and may hinder our ability to produce all the product needed to meet orders and/or achieve our expected financial performance. Opening new facilities has required, and will continue to require, additional capital expenditures and the efforts and attention of our management and other personnel, which has and will continue to divert resources from our existing business or operations. Even if our new facilities are brought up to full production according to our projected schedule, they may not provide us with all the operational and financial benefits we expect to receive.

Additionally, our facilities and our co-manufacturing partners' facilities and the manufacturing equipment used to produce our products are costly to replace or repair and may require substantial lead-time to do so. Suppliers that provide spare parts and external service engineers for maintenance, repairs and calibration face risks of disruption or disturbance to their businesses, which may lead to disruption in our production. In addition, our ability to procure new processing and packaging equipment may face more lengthy lead times than is typical. We may also not be able to find suitable alternatives with co-manufacturers to replace the output from such equipment on a timely basis and at a reasonable cost. If we are not able to successfully ramp up operations at any of our or our co-manufacturing partners' new facilities and increase production, our business, financial condition and results of operations could be adversely affected.

If we fail to effectively expand our processing, manufacturing and production capacity through existing facilities or acceptable co-manufacturing partners as we continue to grow and scale our business to a steady operating level, our business, financial condition, results of operations and our brand reputation could be harmed.

We must accurately forecast long-term demand for our products in order to ensure we have the appropriate available processing and manufacturing capacity. Our forecasts are based on multiple assumptions that may cause our estimates to be inaccurate and affect our ability to obtain adequate processing and manufacturing capacities (whether our own processing and manufacturing capacities or co-processing and co-manufacturing capacities) in order to meet the demand for our products, which could prevent us from meeting increased customer demand. Additionally, as we expand our product portfolio, we must develop additional production solutions for new products, including expanding our use of raw ingredients beyond oats, which may be difficult to integrate into our current production processes and could cause delays. There is risk in our ability to effectively scale production and processing and effectively manage our supply chain requirements. If we are unable to fulfill orders in a timely manner, or at all, our reputation, brand and business could be harmed, as such failure could result in a loss of distribution channels, a delay in customer acquisition plans, limited innovation launches and loss of competitive opportunities. If we fail to meet demand for our products and, as a result, consumers who have previously purchased our products buy other brands or our retailers allocate shelf space to other brands, our business, financial condition and results of operations could be adversely affected.

We are also subject to the risk that as we continue to expand, our trade secrets, confidential information and the know-how related to our oat base and other proprietary products could be leaked, intentionally or unintentionally, misappropriated or stolen, which could have an adverse effect on our business, financial condition and results of operations. As we continue to expand our production partnerships around the world, we may need to put in place further legal, technological and other measures to ensure that our trade secrets, confidential information and know-how are adequately protected, which could result in increased costs.

On the other hand, if we overestimate our demand and overbuild our capacity, we may have significantly underutilized assets and may experience reduced margins or may experience impairments of our assets. If we do not

accurately align our processing and manufacturing capabilities with demand, our business, financial condition and results of operations could be adversely affected.

If we fail to develop and maintain our brand, our business could suffer.

We have developed a strong and trusted brand that has contributed significantly to the success of our business, and we believe our continued success depends on our ability to maintain and grow the value of the Oatly brand. Maintaining, promoting and positioning our brand and reputation will depend on, among other factors, the success of our plant-based product offerings, food safety, quality assurance, sustainability, marketing and merchandising efforts and our ability to provide a consistent, high-quality customer experience. Any negative publicity, complaints or litigation regardless of its accuracy, or any litigation or regulatory investigation associated with sustainability, marketing and merchandising efforts associated with our products, regardless of the outcome of such litigation or investigation, could materially adversely affect our business, financial condition and results of operations. The growing use of social and digital media by us, our consumers and third parties, increases the speed and extent that information or misinformation and opinions can be shared. Negative publicity about us, our brand or our products on social or digital media could seriously damage our brand and reputation. For example, consumer perception could be influenced by negative media attention regarding our management team, ownership structure and our products or brand, such as any advertising or media campaigns that challenge the nutritional content or sustainability of our products or our marketing efforts regarding the quality or sustainability of our products, and any negative publicity regarding the plant-based food industry as a whole could have an adverse effect on our business, brand and reputation.

We have also historically engaged in provocative and unconventional marketing and advertising campaigns as part of our marketing strategy to enhance and maintain our brand, which may expose us to lawsuits and heightened scrutiny from regulators in the markets in which we operate, as well as interest groups, such as dairy lobbyists. For example, in 2014, the Swedish dairy lobby, then Svensk Mjölk ek. för., sued us for an advertising campaign that the courts found was misleading and disparaging of dairy products. The decision resulted in a ban on our further use of a number of expressions when marketing our products in Sweden, under the penalty of liquidated damages of SEK 2 million per expression. More generally, cultures around the world have historically viewed dairy products and farmers as a fundamental part of the food system, and as a result, the plant-based industry's challenges, and particularly our challenges, to this perception could result in protective measures being taken against any competitors against dairy. There can be no assurance that the provocative tone of our marketing campaigns will not provoke actions, including lawsuits, by dairy proponents or others. As we continue to challenge consumer perceptions around dairy and other animal products compared to our plant-based alternatives (including in relation to sustainability characteristics of our products), we currently face, and expect to continue to face, greater scrutiny from all stakeholders (which may include opposition from such dairy proponent interest groups and others), which could, if successful, materially adversely affect our business, financial condition and results of operations.

We also rely heavily on our creative team to develop and maintain our brand. We have invested significant time and resources into creating a unique voice that speaks to consumers in a way that we believe no other competitor has been able to achieve, such as custom artwork that would be difficult to replicate, and this voice is and continues to be a crucial part of our growth strategy. If we were to lose any key individual on our creative team, it may be difficult and time consuming to replace such employee, and any new hire may not be as effective, which could have a material adverse effect on our business, financial condition and results of operations.

Our brand is very important to our vision and growth strategies, particularly our focus on being a "good company" and promoting sustainability both as a company and across the foodservice industry. We will need to continue to maintain and enhance our brand and adjust our offerings to appeal to a broader audience in the future to sustain our growth, and there can be no assurance that we will be able to do so. If we do not maintain the favorable perception of our brand, our sales and profits could be negatively impacted. Brand value is based on perceptions of subjective qualities, and any incident that erodes the loyalty of our customers, suppliers or co-manufacturers, including adverse publicity or a governmental investigation or litigation, could significantly reduce the value of our brand and significantly damage our business, which would have a material adverse effect on our business, financial condition and results of operations.

Failure to develop or introduce new products or successfully improve existing products may adversely affect our ability to continue to grow.

A key element of our growth strategy depends on our ability to develop and market new products and make improvements to our existing products to meet our standards for quality and appeal to consumer preferences. The success of our innovation and product development efforts is affected by our ability to anticipate changes in consumer preferences, the technical capability of our innovation, science, technology, and technical product management staff in developing and testing product prototypes, including complying with applicable governmental regulations, the ability to obtain patents and other intellectual property rights and protections for commercializing such innovations and developments, the ability of our supply chain and production systems to provide adequate solutions and capacity for new products, and the success of our management and sales and marketing teams in introducing and marketing new products. Our global Food Innovation, Science and Technology teams in Sweden, complemented by innovation and technical product management staff in the United States, Europe and Greater China are continuously testing new and alternative formulations, ingredients and process technologies to those we currently use to make our products, as they seek to find additional or improved functionalities, alternative and second source options to our current ingredients that are more easily sourced or help to improve our carbon footprint, and which retain and build upon the quality and appeal of our current product offerings. Given the complex nature of our products, the development of any new products requires extensive research and development and may take longer to develop than comparable dairy products or less complex plant-based alternatives. Failure to develop and market new products that appeal to consumers may lead to a decrease in our growth, sales and profitability. It may also harm our relationships with our customers if a new product does not meet expectations.

Additionally, the development and introduction of new products requires substantial research, development and marketing expenditures, which we may be unable to recoup if the new products do not gain widespread market acceptance. Further, the development of new products is constrained by our production capacity and is subject to our research and development teams' technical capabilities and developments in plant-based food science. It is also constrained by our financial resources. Our competitors also may obtain patents or other similar protected formulas that may hinder our ability to develop new products or enter new categories, which could have a material adverse effect on product development and growth. Production capacity constraints may affect our ability to develop and launch new products and enter new product categories due to the unavailability of factory space to test and ensure the quality of new products. If we cannot build or find enough capacity and production facilities to enable us to expand our product portfolio, we will not be able to execute on our growth strategy. Further, if we fail to ensure the efficiency and quality of new production processes and products before they launch, we may experience uneven product quality, which could negatively impact consumer acceptance of new products and our sales and brand reputation with customers and suppliers. If we are unsuccessful in meeting our objectives with respect to new or improved products, our business, financial condition and results of operations may be adversely affected.

If we fail to cost-effectively acquire new customers and consumers or retain our existing customers and consumers, or if we fail to derive revenue from our existing customers consistent with our historical performance, our business could be materially adversely affected.

Our success, and our ability to increase revenue and operate profitably, depends in part on our ability to cost-effectively acquire new customers and consumers and to retain and keep existing customers and consumers engaged so that they continue to purchase products from us. Our efforts to acquire and retain customers and consumers include increasing product supply, increasing our household penetration, expanding the number of products sold through existing retail customers, growing within the coffee shop and foodservice channels and strengthening our product offerings through innovation in both new and existing categories. Any strategies we employ to pursue this growth are subject to numerous factors outside of our control. For example, retailers continue to aggressively market their private label products, which could reduce consumer demand for our products. As we continue to focus on increasing our supply to meet the increase in consumer and customer demand, we are also subject to risks in the disruption of our supply chain, as any delays or interruptions in our supply chain that resulted in our inability to deliver products in a timely manner or at all could have a material adverse effect on our customer relationships, brand and reputation and, resultingly, our business, financial condition and results of operations. If we fail to deliver our products to our customers in a timely manner or fail to meet other similar performance obligations, they may be able to charge us additional fees, impose penalties, delist us from their list of approved suppliers or other negative consequences, which would harm our ability to work with any such customers in the future and could have a material adverse effect on our

brand and reputation. The expansion of our business also depends on our ability to increase consumer awareness of dairy alternatives and expand our distribution channels in new and existing markets, such as new foodservice and retail locations. Additionally, we may need to increase or reallocate spending on marketing and promotional activities, such as rebates, temporary price reductions, retailer advertisements, product coupons and other trade activities, and these expenditures are subject to risks, including related to consumer acceptance of our efforts. If we are unable to cost-effectively acquire new customers and consumers, retain and keep existing customers and consumers engaged, our business, financial condition and results of operations would be materially adversely affected. Further, if customers do not perceive our product offerings to be of sufficient value and quality, or if we fail to offer new and relevant product offerings, we may not be able to attract or retain customers and consumers or engage existing customers and consumers so that they continue to purchase products from us.

Consumer preferences for our products are difficult to predict and may change, and, if we are unable to respond quickly to new trends, our business may be adversely affected.

Our business is focused on the development, manufacturing, marketing and distribution of branded plant-based, and more specifically, primarily oat-based, products as alternatives to dairy products. Consumer demand could change based on a number of possible factors, including dietary habits, nutritional preferences or values, concerns regarding the health effects of ingredients, shifts in preference for various product attributes including real or perceived health effects, changes in the science of the benefits of plant-based diets, consumer confidence in plant-based products, lack of product availability and perceived value for our products relative to alternatives. Consumer trends that we believe favor sales of our products could change based on a number of possible factors, including a shift in preference from plant-based to animal-based dairy products, economic factors such as inflation and social trends. While we continually strive to improve our products through thoughtful, innovative research and development approaches to meet consumer demands, there can be no assurance that our efforts will be successful. If consumer demand for our products decreased, our business, financial condition and results of operations may be adversely affected.

In addition, sales of plant-based or dairy-alternative products are subject to evolving consumer preferences that we may not be able to accurately predict or respond to, and we may not be successful in identifying trends in consumer preferences and developing products that respond to such trends in a timely manner. A significant shift in consumer demand away from our products could reduce our sales or our market share and the prestige of our brand, which would harm our business, financial condition and results of operations.

If we fail to manage our future growth effectively, including maintenance of our workforce, our business, financial condition and results of operations could be materially adversely affected.

Our growth has placed significant demands on our management, financial, operational, technological and other resources. The continued anticipated growth and expansion of our business and our product offerings will place significant demands on our management and operations teams and require additional resources. To manage our growth effectively, we must continue to implement our operational plans and strategies and manage our employee base and we must effectively develop and motivate a large number of employees. In both 2023 and 2024, we implemented reductions in our workforce and may in the future implement other reductions. This or any future reduction in workforce may yield unintended consequences and costs, such as attrition beyond the intended reduction in workforce, the distraction of employees, reduced employee morale and adverse effects to our reputation as an employer, which could make it more difficult for us to hire new employees in the future, and the risk that we may not achieve the anticipated benefits from the reduction in workforce. We also face significant competition for key personnel and personnel in general. If we are not successful in retaining our existing employees and staff, or unable to attract and hire additional qualified personnel as we grow, our business may be harmed. Failure to manage our hiring needs as they arise effectively may have a material adverse effect on our business, financial condition and results of operations. For further discussion, see "*—Failure to retain our senior management or to attract, train and retain employees may adversely affect our operations or our ability to grow successfully".*

Additionally, our revenue growth rates may slow over time due to a number of reasons, including increasing competition, market saturation, slowing demand for our product offerings, increasing regulatory restrictions and challenges and failure to capitalize on growth opportunities. If we fail to meet increased consumer demand as a result of our growth, our competitors may be able to meet such demand with their own products, which would diminish our

growth opportunities. If we do not effectively manage our growth, we may not be able to execute on our business plan, respond to competitive pressures, take advantage of market opportunities, satisfy customer requirements or maintain high-quality product offerings, any of which could harm our business, financial condition and results of operations. For example, during 2022, our failure to meet growing demand resulted in a failure to deliver products on a timely basis and in some cases at all, causing some consumers to switch to competitive brands, which negatively impacted our results of operations for those periods.

We have recently recognized impairment charges for long-lived assets and other exit costs in connection with our production facilities, and we may need to recognize further costs in the future, which could adversely impact our business, financial condition and results of operations.

We review our goodwill and amortizable intangible assets not ready to use (capitalized expenditure for development) for impairment annually and when events or changes in circumstances indicate the carrying value may not be recoverable. Other assets are tested for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. Changes in economic or operating conditions impacting our estimates and assumptions could result in the impairment of our goodwill or other assets. Additionally, as part of our asset-light strategy and the evaluation of our Asian supply chain network, we decided to close our manufacturing facility in Singapore and discontinued the construction of the second production facility in China, which we historically referred to as "Asia III". As a result we recorded non-cash asset impairment charges of $19.1 million and other costs of $23.0 million relating to the Singapore facility, and relating to the second production facility in China we recorded $25.1 million primarily relating to non-cash impairment charges. These charges negatively impacted our results of operations for the year ended December 31, 2024. We currently estimate these restructuring and other exit costs to result in no more than $35 million of net cash outflows over the next two years, after taking into consideration anticipated proceeds from selling certain equipment. We may incur additional costs not currently contemplated due to events associated with our facilities. The charges that we have recorded are based on estimates subject to several assumptions. However, the ultimate impairment and other charges may differ significantly, and we may need to take other impairments. See Item 5. "*Operating and Financial Review and Prospects*" for more information.

In the event that we determine our goodwill or other assets are impaired in the future, we may be required to record another significant charge to earnings in our financial statements that could have a material adverse effect on our business, financial condition and results of operations.

We are subject to risks related to sustainability (including environmental, climate change and broader corporate social responsibility matters), which may materially adversely affect our business as a result of lawsuits, regulatory investigations and enforcement actions, complaints concerning our disclosures, impacts on our operations and supply chain (particularly in connection with the physical impacts of climate change), and impacts on our brand and reputation.

Our business faces increasing scrutiny related to sustainability issues, including sustainable development, product packaging, renewable resources, environmental stewardship, supply chain management, climate change, greenhouse gas emissions, diversity and inclusion, workplace conduct, human rights and support for local communities. The standards by which sustainability matters are measured are developing and evolving rapidly, including in respect of operational performance in greenhouse gas emissions, nature, pesticide and chemical use and water usage. If we fail to meet applicable standards or stakeholder expectations with respect to these issues across all of our products and in all of our operations and activities, including the expectations we set for ourselves or mandatory requirements set by a federal, state or international regulatory body, our reputation and brand image could be harmed, and our business, financial condition and results of operations could be adversely impacted. Additionally, we have been subject to scrutiny with respect to our sustainability claims, initiatives, disclosures, and programs. Any investigations, inquiries, complaints, stakeholder campaigns or litigation related to our sustainability impacts, initiatives, disclosures, and programs could result in substantial costs and liabilities and could divert management's attention and resources.

Additional studies and data are continuing to be published regarding the benefits of a plant-based diet. Any changes in the understanding of the sustainability impact of a plant-based diet could materially impact our estimates and assumptions regarding our business and could materially negatively impact our reputation, brand image, business, financial condition and results of operations. Additionally, policies regarding climate change, and the long-term effects

of climate change, could pose additional legal or regulatory requirements related to greenhouse gas emissions reporting, carbon pricing and mandatory emission reduction targets. Unforeseen or changing circumstances could also adversely affect any reduction in our greenhouse gas emissions. Consumers and businesses also may voluntarily change their behavior as a result of these concerns. We and our customers will also be required to respond to new laws and regulations as well as consumer and business preferences resulting from climate change concerns. We and our customers may face cost increases, including increased costs of sourcing, production and transportation, asset value reductions, operating process changes and negative reputational impacts, if we fail to meet such requirements and expectations.

We seek to conduct our business in an ethical and socially responsible way, through sustainable business practices and various programs committed to sustainability, human rights and compliance, which we regard as important to maximizing stakeholder value, while enhancing community quality and environmental stewardship and furthering the plant-based movement around the world. Implementation of our sustainability initiatives, including the preparation of our annual sustainability report, may require financial expenditures and employee resources, and there is no certainty that we will achieve our sustainability goals. Failure to meet such goals, initiatives and standards or meet the expectations of our customers and consumers or failure to accurately disclose sustainability matters could have a material adverse effect on our reputation and brand and negatively impact our relationship with our employees, customers and consumers.

Additionally, a number of governments globally are increasingly considering a variety of mandatory legal requirements or voluntary initiatives in relation to climate-change issues (including in response to the Paris Agreement), deforestation, biodiversity, human rights (including Corporate Sustainability Reporting Directive and Corporate Sustainability Due Diligence Directive) and other global issues. These governmental efforts to regulate carbon emissions continue to grow around the world. Additionally, entities across many sectors in private industry are considering and introducing climate change (as well as broader sustainability) criteria as a factor or commercial term in decisions relating to activities including lending, insurance, investing, and purchasing. We are unable to predict what climate-change (or other sustainability) criteria or requirements may be adopted or supported by governments and private sector entities in the future, or the impacts of such initiatives on our business, financial condition, results of operations, access to and cost of capital and cash flows and stock price, which may be materially adverse. In particular, as we grow our business and increase production, it may be difficult to estimate our sustainability impact, including greenhouse gas emissions, and our actual results may materially differ from our estimates. It may also take additional time to assess and quantify the carbon footprint of our business due to our expansion. Furthermore, our estimates regarding "scope 3" emissions, or indirect emissions that are the result of our activities across our value chain, are difficult to track and estimate, and our estimates may be materially different from actual emissions. Failure to accurately estimate such emissions could have a material adverse effect on our reputation and brand and negatively impact our relationship with our employees, customers and consumers. There is also a concern that carbon dioxide and other greenhouse gases in the atmosphere may have an adverse impact on the frequency and severity of severe weather conditions. Our business activities may be impacted by the effects of such weather conditions and any other climate change impacts in future years, although it is currently impossible to predict with accuracy the scale of such impact. These resulting impacts could have a material adverse effect on our business, results of operations, and financial condition.

We rely on information technology systems and any inadequacy, failure or interruption of, or cybersecurity incidents affecting, those systems may harm our reputation and ability to effectively operate our business.

We are highly dependent on information technology systems, including, but not limited to, cloud distributed services, networks, applications, including those we maintain with our service providers and vendors, and outsourced IT-services in connection with the operation of our business and we continue to mature our IT systems. A failure or limitation of our information technology systems to perform as we anticipate, including as an integrated system, could disrupt our business and result in transaction errors, data integrity, processing inefficiencies and loss of production or sales, causing our business and reputation to suffer. Our information technology systems may be vulnerable to damage or interruption from circumstances beyond our control, including fire, natural disasters, systems failures, unauthorized data exfiltration, computer viruses, external and internal cybersecurity incident, supply-chain attacks or other security incidents and external factors, such as trade wars, political tensions or armed conflicts that could make it difficult for us to access data stored in other countries. Our third-party information technology providers are also subject to these risks, which could impact our ability to access these systems and any data outside of our physical control. We may

also be impacted by market consolidation in the information technology and cloud services market, as we are applying a cloud-first digital strategy in order to improve our agility, scalability and flexibility. Usage of open source software may lead to greater risks than use of third-party commercial software, as open source licensors generally do not provide warranties or controls on origin of the software. Further, as our business grows or declines, we may be unable to efficiently adapt and expand our information technology systems to meet business needs. Any such damage, incident, interruption or inadequacy of our information technology systems could damage our reputation and credibility, result in violations of data privacy laws and regulations and have a material adverse effect on our business, decision making, financial condition and results of operations.

A cybersecurity incident or other technology disruptions could negatively impact our business and our relationships with customers.

We use information technology in substantially all aspects of our business operations. We use computers, mobile devices and other devices to connect over internet to interact with our employees, suppliers, co-manufacturers, distributors, customers and consumers. We extensively use social media platforms such as Facebook, Instagram and X (formerly Twitter) and may use other social media platforms in the future for online collaboration, brand building and consumer interaction. We use our information technology to send and receive sales orders, invoices, production orders and other types of electronical messages to conduct our business. Such uses give rise to cybersecurity risks , including cybersecurity attacks, espionage, identity theft, system disruption, data theft, ransomware and inadvertent release of information. For example, we have noticed a significant increase in the number of cybersecurity attacks as threat actors become more well-organized and are utilizing know threats combined with new technologies such as artificial intelligence and machine learning and related tools. Geopolitical tensions and nation-backed cybercriminals are making the threat landscape complex and challenging to monitor, and any successful cyberattack could lead to reputational and financial harm to our business, business outage, inability to access our data, damage our relationships with our customers and subject us to regulatory scrutiny that could lead to significant fines and penalties.

Our business involves the storage and transmission of sensitive and/or confidential information, including customers' and suppliers' information, personal information about employees, customers, and suppliers, intellectual property, and financial and strategic information about us and our business partners. Further, as we pursue new initiatives that improve our operations and cost structure, we will also be expanding and improving our information technologies, resulting in a larger technological presence and corresponding exposure to cybersecurity risk. As we drive digitalization of our business processes and improve our technology footprint and related IT-services, our information technology systems will become increasingly more interconnected and business critical. If we fail to identify and assess cybersecurity risks associated with new initiatives, we may become increasingly vulnerable to such risks.

As we focus on an asset-light business model and depend on third parties in our supply chain, we may also be negatively impacted by any cybersecurity disruptions these third parties experience. For example, if a third-party supplier involved in our supply chain experiences a cybersecurity incident or system failure, its business may be negatively impacted, which may result in a material adverse effect on our business, financial conditions and results of operations.

Additionally, while we have implemented measures to prevent, detect, and respond to cybersecurity incidents, there can be no assurance that we will adhere to such measures. There also may be information technology systems in use that deviate from our global technology standards and have not been updated. Furthermore, our preventative measures and incident response efforts may not be entirely effective and insufficient to respond to a cybersecurity incident, which could result in a material adverse effect on our business, financial condition and results of operations, and could lead to violations of data privacy laws and regulations that may subject us to significant fines and harm our reputation. The theft, destruction, loss, misappropriation, or release of sensitive and/or confidential data, information or intellectual property, or interference with our information technology systems or the technology systems of third parties on which we rely, could result in, among other things, business disruption, negative publicity, brand damage, damage to reputation and credibility, violation of privacy laws and regulations, loss of customers, potential liability and competitive disadvantage, loss of revenue, loss of future business, increases in operating expenses, cybersecurity protection and remediation costs, ransomware payments, and regulatory scrutiny, sanctions, fines or penalties (which may not be covered by our insurance policies) any of which could have a material adverse effect on our business strategy, financial condition and results of operations.

Our customers generally are not obligated to continue purchasing products from us.

Many of our customers buy from us under purchase orders, and we generally do not have long-term agreements with or commitments from these customers for the purchase of our products. We cannot provide assurance that our customers will maintain or increase their sales volumes or orders for the products supplied by us or that we will be able to maintain or add to our existing customer base and we could be negatively affected by the volatility associated with our purchases and forecasting the needs of our larger existing customers. Decreases in our customers' sales volumes or product orders may have a material adverse effect on our business, financial condition or results of operations.

We may face difficulties as we expand our operations into countries in which we have no prior operating experience.

We intend to continue to expand our global footprint in order to enter into new markets. While we currently enter new markets in ways that allow us to maintain control over building the distribution and launching of our brand, as we continue to expand our global footprint, this may involve expanding into countries beyond those in which we currently operate and may involve expanding into less developed countries, which may have less political, social or economic stability and less developed infrastructure and legal systems. In addition, it may be difficult for us to understand and accurately predict taste preferences and purchasing habits of consumers in these new geographic markets. If we fail to accurately predict taste preferences and purchasing habits of consumers or our various facilities produce products that have a different sensory experience, we may not be able to sell all or some of our product inventory and may be required to write off excess or obsolete inventory. Further, our current go to market strategies may not be the optimal approach in certain markets due to these factors, which may require us to consider, develop and implement alternative entry and marketing strategies that we have not used before, and this could be more costly to implement or use additional resources that our other strategies do not require, which could have an adverse effect on our results of operations. It is costly to establish, develop and maintain international operations and develop and promote our brand in international markets. Additionally, as we expand into new countries, we may rely on local partners and distributors who may not fully understand our business or our vision. As we expand our business into new countries, we may encounter regulatory, legal, personnel, technological, consumer preference variations, competitive and other difficulties that increase our expenses and/or delay our ability to become profitable in such countries, which may have a material adverse effect on our business, financial condition and results of operations.

The international nature of our business subjects us to additional global economic and geopolitical risks.

We are subject to a number of risks related to doing business internationally, any of which could significantly harm our business. These risks include:

•restrictions on the transfer of funds to and from foreign countries, including potentially negative tax consequences;

•unfavorable changes in tariffs, quotas, trade barriers or other export or import restrictions, including navigating the changing relationships between countries such as the United States and China, the United States and Canada, the United States and Mexico, and the United States and the EU. Each of these countries have recently imposed or have threatened retaliatory tariffs on each other, and such changing trade relationships have caused ongoing uncertainty and unpredictability;

•unfavorable foreign exchange controls and currency exchange rates;

•increased exposure to general international market and economic conditions such as inflation, which could lead to fluctuations in interest rates;

•geopolitical and economic uncertainty and volatility including armed conflicts such as the current war between Russia and Ukraine and related sanctions, the ongoing conflict in the Middle East, and disruptions to international shipping resulting from the conflict in the Red Sea;

•the potential for substantial penalties and litigation related to violations of a wide variety of laws, treaties and regulations, including food and beverage regulations, anti-corruption regulations (including

the U.S. Foreign Corrupt Practices Act (the "FCPA") and the United Kingdom Bribery Act) and privacy laws and regulations (including the EU's General Data Protection Regulation);

•significant differences in regulations across international markets and the regulatory impacts on a globally integrated supply chain;

•the difficulty and costs of designing and implementing an effective control environment across diverse regions and employee bases;

•the difficulty and costs of maintaining effective data security;

•global pricing pressures; and

•unfavorable and/or changing foreign tax treaties and policies.

In addition, our financial performance on a U.S. dollar denominated basis is subject to fluctuations in currency exchange rates, as our principal exposure is to the Renminbi, Swedish Krona, Euro and Pound Sterling. See Note 3 *Financial risk management* to our consolidated financial statements included elsewhere in this Annual Report.

Our operations in China could expose us to substantial business, regulatory, political, financial and economic risks.

Our operations in China could expose us to substantial risks associated with doing business in China, such as risks associated with taxation, inflation, environmental regulations, geopolitical tensions or conflicts, foreign currency exchange rates, the labor market, property and financial regulations or public health crises. Our ability to operate in China may be adversely affected by changes in, or our failure to comply with, Chinese laws and regulations. In addition, we are exposed to risks associated with our workforce in China, including with respect to changes in employment and labor laws, which could increase our operating costs. There is also significant uncertainty about the future relationship between the United States and China with respect to trade policies, treaties, government regulations and tariffs. Furthermore, since we have a manufacturing facility located in China, we are exposed to the possibility of product supply disruption and increased costs in the event of changes in the policies of the U.S. or Chinese governments or political unrest. Any of these matters could materially and adversely affect our business, financial condition and results of operations. See Item 3.D. *"Key Information—Risk Factors—Risks Related to Regulation—Our operations are subject to U.S., EU, China and other laws and regulations, and there is no assurance that we will be in compliance with all regulations*".

Our strategic reset in Asia may not be successful.

During 2023, we engaged in a strategic reset in our Asian markets in order to focus on margin improvement. Consistent with such strategic reset and as part of our asset-light strategy and the evaluation of our Asian supply chain network, in 2024, we decided to close our manufacturing facility in Singapore and discontinued the construction of our second production facility in China, which we refer to as "Asia III". There is no guarantee that this strategic reset will be successful or that our margins in our Asian markets will improve. If this strategic reset is not successful, this will likely have a negative result on our business, results of operations and financial condition.

If we fail to comply with trade compliance and economic sanctions laws and regulations of the United States, the EU and other applicable international jurisdictions, it could materially adversely affect our reputation and results of operations.

Our business must be conducted in compliance with applicable economic and trade sanctions laws and regulations, such as EU sanctions (as implemented by EU Member States, including Sweden), and those administered and enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the U.S. Department of State, the U.S. Department of Commerce, the United Nations Security Council and other relevant sanctions authorities. Our global operations expose us to the risk of violating, or being accused of violating, economic and trade sanctions laws and regulations. A failure to comply with these laws and regulations may expose us to reputational harm as well as significant penalties, including criminal fines, imprisonment, civil fines, disgorgement of profits, injunctions and debarment from government contracts, as well as other remedial measures. Failure to comply with sanctions may also result in a breach of our covenants under financing agreements. Investigations of alleged violations can be expensive

and disruptive. Despite our compliance efforts and activities, we cannot assure compliance by our employees or representatives for which we may be held responsible, and any such violation could materially adversely affect our reputation, business, financial condition and results of operations.

Packaging costs are volatile and may rise significantly, which may negatively impact the profitability of our business.

In addition to purchasing oats, we, and our co-manufacturers, purchase and use significant quantities of cardboard, paper and other recycled materials to package our products. Costs of packaging, particularly sustainable packaging materials, are volatile and can fluctuate due to conditions that are difficult to predict, including global competition for resources, weather conditions, shifting regulatory requirements, inflationary pressure, interest rate fluctuations, consumer demand and changes in governmental trade and agricultural programs. Moreover, we may not be able to implement price increases for our products to cover any increased costs from our own purchases, and those passed through to us by or reflected in price increases of our co-manufacturers, and any price increases we do implement may result in lower sales volumes. If we are not successful in managing our packaging costs or the higher costs of sustainable materials, if we are unable to increase our prices to cover increased costs or if such price increases reduce our sales volumes, then such increases in costs will adversely affect our business, financial condition and results of operations.

Fluctuations in our results of operations may impact, and may have a disproportionate effect on, our overall financial condition and results of operations.

To date, we have not experienced any pronounced seasonality, but such fluctuations may have been masked by our historical growth and macroeconomic trends, including higher inflation. Further, we expect to see additional seasonality effects as our company continues to grow. Seasonal or other fluctuations may have a disproportionate effect on our results of operations. We occasionally offer sales discounts and promotions through various programs to customers and consumers, which may result in reduced margins. These programs include rebates, temporary on-shelf price reductions, retailer advertisements, product coupons and other trade activities. In addition, as we continue to grow, we expect to see additional seasonality effects, especially within our food retail channel, with revenue contribution from this channel tending to be linked to calendar events such as the Lunar New Year in China and other Asian markets in which we currently, or in the future may, operate. We anticipate that, at times, these promotional activities may also cause seasonal fluctuations that can adversely impact our business, financial condition and results of operations.

Litigation or legal proceedings could expose us to significant liabilities or costs and have a negative impact on our reputation or business.

From time to time, we may be subject to various claims and litigation proceedings. We evaluate these claims and litigation proceedings to assess the likelihood of unfavorable outcomes and to estimate, if possible, the amount of potential losses. Based on these assessments and estimates, we may establish reserves, as appropriate. These assessments and estimates are based on the information available to management at the time and involve a significant amount of management judgment. Actual outcomes or losses may differ materially from our assessments and estimates.

For example, we are and have been subject to various trademark lawsuits in the ordinary course of our business. Additionally, we recognize the growing focus among litigants targeting the food and beverage industry for allegedly deceptive labeling or advertising practices. Even when not merited, the defense of these lawsuits may divert our management's attention, and we may incur significant expenses in defending these lawsuits. The results of litigation and other legal proceedings are inherently uncertain, and adverse judgments or settlements in some of these legal disputes may result in adverse monetary damages, penalties or injunctive relief against us, which could have a material adverse effect on our business, financial condition, results of operations or stock price. Any claims or litigation, even if fully indemnified or insured, could damage our reputation and potentially prevent us from selling or manufacturing our products, which would make it more difficult to compete effectively or to obtain adequate insurance in the future.

Furthermore, while we maintain insurance for certain potential liabilities, such insurance does not cover all types and amounts of potential liabilities and is subject to various exclusions as well as caps on amounts recoverable. Even

if we believe a claim is covered by insurance, insurers may dispute our entitlement to recovery for a variety of potential reasons, which may affect the timing and, if the insurers prevail, the amount of our recovery.

Our estimates of market opportunity and forecasts of market growth may prove to be inaccurate, and even if the market in which we compete achieves the forecasted growth, our business could fail to grow at similar rates, if at all.

Market opportunity estimates and growth forecasts are subject to significant uncertainty and are based on third party and our management's assumptions and estimates that may not prove to be accurate. For example, several of the reports rely on or employ projections of consumer adoption and incorporate data from secondary sources such as company websites as well as industry, trade and government publications. While our estimates of market size and expected growth of our market were made in good faith and are based on assumptions and estimates we believe to be reasonable, these estimates may not prove to be accurate given the constantly changing economy resulting from, but not limited to, the ongoing war between Russia and Ukraine. Even if the market in which we compete meets the size estimates and growth forecast in this Annual Report, our business could fail to grow at the rate we anticipate, if at all. Furthermore, as we develop and expand in new countries or markets, it may become more difficult to accurately forecast the demand for our products. This may result in difficulties in managing our inventory levels, particularly with our asset-light model.

Failure to retain our senior management or to attract, train and retain qualified employees may adversely affect our operations or our ability to grow successfully.

Our success is substantially dependent on the continued service of certain members of our senior management. These executives are responsible for determining the strategic direction of our business and for executing our growth strategy and are integral to our brand, culture and the reputation we enjoy with suppliers, co-manufacturers, distributors, customers and consumers. The loss of the services of any of these executives and key management personnel could have a material adverse effect on our business and prospects, as we may not be able to find suitable individuals to replace them on a timely basis, if at all. In addition, any such departure could be viewed in a negative light by investors and analysts, which may cause the price of our ADSs to decline. We do not currently carry key-person life insurance for our senior executives.

Our success also depends upon our ability to attract, train and retain a sufficient number of employees who understand and appreciate our culture and can represent our brand effectively and establish credibility with our business partners and consumers. If we are unable to hire and retain qualified employees capable of meeting our business needs and expectations, our business and brand image may be impaired. Any failure to meet our staffing needs or any material increase in turnover rates of our employees may adversely affect our business, financial condition and results of operations.

If we cannot maintain our company culture or focus on our mission as we grow, our success and our business and competitive position may be harmed.

We believe our culture and our mission have been key contributors to our success to date. Any failure to preserve our culture or focus on our mission could negatively affect our ability to retain and recruit personnel, which is critical to our growth, and to effectively focus on and pursue our corporate objectives. As we grow, and particularly as we continue to develop the infrastructure of a public company, we may find it difficult to maintain these important values. If we fail to maintain our company culture or focus on our purpose, our business and competitive position when attracting employees may be harmed.

Our insurance may not provide adequate levels of coverage against claims or we may be unable to find insurance with sufficient coverage at a reasonable cost.

We believe that we maintain insurance customary for businesses of our size and type. However, there are types of losses we may incur that cannot be insured against or that we believe are not economically reasonable to insure. Moreover, if we do not make policy payments on a timely basis, we could lose our insurance coverage, or if a loss is incurred that exceeds policy limits, our insurance provider could refuse to cover our claims, which could result in

increased costs. If we are unable to make claims on our insurance, then we may be liable for any such claims, which could cause us to incur significant liabilities. Although we believe that we have adequate coverage, if we lose our insurance coverage and are unable to find similar coverage elsewhere or if rates continue to increase, it may have an adverse impact on our business, financial condition and results of operations.

Disruptions in the worldwide economy may adversely affect our business, financial condition and results of operations.

Adverse and uncertain economic conditions may increase prices for our raw materials and affect distributor, retailer, foodservice and consumer demand for our products. In addition, our ability to maintain commercial relationships with our suppliers, co-manufacturers, distributors, retailers, foodservice consumers and creditors may suffer. Consumers may shift purchases to lower-priced or other perceived value offerings during economic downturns. For example, inflationary pressures also increase the cost of living, which decreases consumers' disposable income and could impact consumers' discretionary spending habits or willingness to purchase our products, which could reduce consumer demand for the products that we offer and negatively impact our revenues and operating cash flows. In particular, consumers may reduce the amount of plant-based food products that they purchase where there are conventional animal-based offerings, which generally have lower retail prices. In addition, consumers may choose to purchase private label products rather than branded products because they are generally less expensive. Distributors and retailers may become more conservative in response to these conditions and seek to reduce their inventories. New policies or marketing against plant-based products may also negatively impact demand for our products. Our results of operations depend upon, among other things, our ability to maintain and increase sales volume with our existing distributors, retailers and foodservice customers, our ability to mitigate volatility by efficiently forecasting the needs of those existing customers, our ability to attract new customers and consumers, the financial condition of our customers and consumers and our ability to provide products that appeal to consumers at the right price. Prolonged unfavorable economic conditions including economic depression or high inflationary pressure may have an adverse effect on our business, financial condition and results of operations.

Our business is affected by macroeconomic conditions, including rising inflation, interest rates and supply chain constraints.

Various macroeconomic factors have in the past, and could in the future, adversely affect our business and the results of our operations and financial condition, including changes in inflation, interest rates and overall economic conditions and uncertainties such as those resulting from the current and future conditions in the global financial markets. For instance, inflation has increased our overall cost structure and has the potential to adversely affect our liquidity, business, financial condition, and results of operations by increasing our overall cost structure, particularly if we are unable to achieve commensurate increases in the prices we charge our customers. The existence of inflation in the economy has resulted in, and may continue to result in, higher interest rates and capital costs, shipping costs, supply shortages, increased costs of labor, weakening exchange rates, and other similar effects. As a result of inflationary pressures, we have experienced and may continue to experience, higher commodity and supply chain costs, including transportation, packaging, manufacturing, and ingredient costs, as well as higher electricity costs. Although we have in the past, and may in the future, take measures to mitigate the impact of this inflation, if these measures are not effective, our business, financial condition, results of operations, and liquidity could be materially adversely affected. Even if such measures are effective, there could be a difference between the timing of when these beneficial actions impact our results of operations and when the cost of inflation is incurred.

Global conflicts, other effects of ongoing wars and conflicts, and increasing geopolitical tensions and changes to international trade policies, treaties and tariffs, including as a result of the emergence of a trade war, could negatively impact our business, results of operations, and financial condition.

Global conflicts could increase costs and limit availability of fuel, energy, and other resources we depend upon for our business operations. For example, the uncertainty of future relations between the United States, Ukraine and Russia, has resulted in many broader economic impacts such as sanctions and bans against Russia and Russian products imported into certain countries in Europe and the United States. Such sanctions and bans have impacted and may continue to impact commodity pricing such as fuel and energy costs, making it more expensive for us and our partners to deliver products to our customers. Further sanctions, bans or other economic actions in response to the

ongoing war in Ukraine or in response to any other global conflict could result in an increase in costs, further disruptions to our supply chain, and a lack of consumer confidence resulting in reduced demand.

Moreover, changes to international trade policies, treaties and tariffs, or the perception that these changes could occur, could adversely impact the financial and economic conditions of some or all of the jurisdictions in which we operate. Any trade tensions or trade wars, for example, between the United States and China, the United States and Canada, the United States and Mexico, the United States and the EU, or news and rumors of potential retaliatory tariffs, could have an adverse impact on our business, financial condition and results of operations. Additionally, the impact of such geopolitical tensions and the negative impact of relationships between governments in countries we currently operate or conduct business and the United States, including pursuant to policies of the new U.S. administration, and further escalation of geopolitical tensions related to the war between Russia and Ukraine, the ongoing conflict in the Middle East or disruptions to international shipping resulting from the conflict in the Red Sea could result in, among other things, broader impacts that expand into other markets, cyberattacks, supply chain and logistics disruptions, and changes to foreign exchange rates and financial markets, any of which may adversely affect our business and supply chain.

Risks Related to Regulation

Legal claims, government investigations or other regulatory enforcement actions could subject us to civil and criminal penalties.

We operate in a highly regulated environment with constantly evolving legal and regulatory frameworks and an unpredictable enforcement environment. Consequently, we are subject to heightened risk of legal claims, government investigations or other regulatory enforcement actions. There can be no assurance that our employees, temporary workers, contractors or agents will not violate our policies and procedures which are designed to ensure compliance with existing laws and regulations. Moreover, any failure to maintain effective control processes could lead to violations, unintentional or otherwise, of laws and regulations. Legal claims, government investigations or regulatory enforcement actions arising out of our failure or alleged failure to comply with applicable laws and regulations could subject us to civil and criminal penalties that could materially and adversely affect our product sales, reputation, business, financial condition and results of operations. Even if our defense against such claims is successful, our reputation could suffer as a result of any such claim or investigation. In addition, the costs and other effects of defending potential and pending litigation and administrative actions against us may be difficult to determine and could adversely affect our business, financial condition and results of operations.

Our operations are subject to U.S., EU, China and other laws and regulations, and there is no assurance that we will be in compliance with all regulations.

Our operations are subject to extensive local, national and regional laws and regulations, covering requirements related to food safety, quality, manufacturing, the environment, trade compliance, processing, packaging, storage, marketing, advertising, labeling and distribution, as well as those related to worker health and workplace safety. Our activities are subject to extensive regulation in the United States, the EU and China, as well as in all other markets in which we operate and place products on the market. In general, oatmilk, as well as other plant-based alternatives, is a relatively new type of food that lack well-established regulations comparable to other types of food. As a result, it is difficult for us to predict what types of laws and regulations may come into effect that may impact our products, production, operations and business.

In the United States, we are subject to the requirements of the Federal Food, Drug and Cosmetic Act and regulations promulgated thereunder by the FDA. This comprehensive regulatory program governs, among other things, the manufacturing, composition and ingredients, packaging, testing, labeling, marketing, promotion, advertising, storage, distribution and safety of food. In the EU, our operations are also subject to a number of EU and national (member state) regulations, including Regulation (EC) No 178/2002 laying down the general principles and requirements of food law, establishing the EFSA and laying down procedures in matters of food safety. This regulation sets forth essential requirements such as food safety requirements and traceability requirements, a food operator's responsibilities and general principles that must be complied with, such as risk analysis and precautionary and transparency principles. In parallel, food products must also comply with numerous other EU regulations such as Regulation (EU) No 1169/2011 on the provision of food information to consumers, including food labeling

requirements, and Regulation (EU) No 1924/2006 on nutrition and health claims and Regulation (EC) 1333/2008 on the rules on food additives (including conditions of use, labeling and procedures). In China, we are subject to the requirements of the China Food Safety Law and its implementing regulations. This law sets forth comprehensive statutory requirements governing the production, circulation, recall and import/export of food products in China. In addition, product information on our pre-packaged products must comply with the national standards on pre-packaged food labeling (GB 7718-2011) and pre-packaged food nutrition labeling (GB 28050-2011). Oatly oatmilks are also subject to the oatmilk category standard QBT 4221.

Food production is also highly regulated by food safety laws and regulations. In the United States, the FDA requires that facilities that manufacture food products comply with a range of requirements, including hazard analysis and preventative controls regulations, current good manufacturing practices ("cGMPs") and supplier verification requirements. Our processing facilities, including those of our co-manufacturers, are subject to periodic inspection by federal, state and local authorities. Similar requirements are set forth in the EU and China food safety legislation.

Although we maintain consistent contact with our co-manufacturers and review and rely upon their operations, we do not control their manufacturing processes nor their compliance with cGMPs in the manufacturing of our products. If we or our co-manufacturers cannot successfully manufacture products that conform to our specifications and the strict regulatory requirements, we or they may be subject to adverse inspection findings or enforcement actions, which could materially impact our ability to market our products, could result in our co-manufacturers' inability to continue manufacturing for us or could result in a recall of our distributed product. In addition, we rely upon our co-manufacturers to maintain adequate quality control, quality assurance and qualified personnel. If the FDA, or another comparable regulatory authority, determines that we or these co-manufacturers have not complied with the applicable regulatory requirements, our business, financial condition or results of operations may be materially impacted.

In the EU, we are subject to the authority of national enforcement authorities (e.g., Food Safety Authority of Ireland, Livsmedelsverket in Sweden and the Federal Office of Consumer Protection and Food Safety in Germany), environmental national agencies and consumer protection authorities. We also are regulated by similar authorities in China, including China Inspection and Quarantine, and other regulatory bodies elsewhere in the world.

We seek to comply with applicable regulations through a combination of employing experienced and expert personnel to ensure safety, health, environmental and quality assurance compliance and contracting with third-party laboratories that conduct analyses of products to ensure compliance with nutrition labeling requirements and to identify any potential contaminants before distribution. Failure by us or our co-manufacturers to comply with applicable laws and regulations or maintain permits, licenses or registrations relating to our or our co- manufacturers' operations could subject us to civil remedies or penalties, including fines, injunctions, recalls or seizures, warning letters, restrictions on the marketing or manufacturing of products, or refusals to permit the import or export of products, as well as potential criminal sanctions, which could lead to increased operating costs resulting in a material effect on our business, financial condition and results of operations. See Item 4.B. *"Information on the Company—Business Overview—Government Regulation*".

For example, due to our current production capabilities and our asset-light business model, we export many of our products from our European and American production facilities or those of our co-manufacturers to the other markets where we operate, such as the United Kingdom and China. We face the risk that our products may face unexpected difficulties being exported out of the countries of production or being imported into the countries of sale, as either could result in delays in our customers receiving our products on a timely basis or at all, which could have a material adverse effect on our relationships with our customers and our global reputation. If our products were to be prevented from being exported or imported, this could adversely affect our business, financial condition and results of operations.

We are also subject to extensive regulations internationally where we manufacture, distribute, promote and/or sell our products. Our products are subject to numerous food safety and other laws and regulations relating to sourcing, manufacturing, storing, labeling, marketing, advertising and distribution. If regulatory authorities in the jurisdictions in which we manufacture, distribute, promote and/or sell our products determine that the labeling, promotion, advertising and/or composition of any of our products is not in compliance with applicable laws or regulations, or if we or our co-manufacturers otherwise fail to comply with such applicable laws and regulations, we could be subject to civil remedies or penalties, such as fines, injunctions, recalls or seizures, warning letters, restrictions on the

marketing or manufacturing, or refusals to permit the import or export of products, as well as potential criminal sanctions. In the EU, applicable sanctions and penalties, which may include criminal sanctions, are set forth in EU member state laws and enforcement measures are determined by national competent authorities, thus adding more complexity from a compliance perspective. In addition, enforcement of existing laws and regulations, changes in legal requirements and/or evolving interpretations of existing regulatory requirements may result in increased compliance costs and create other obligations, financial or otherwise, that could adversely affect our business, financial condition and results of operations.

In addition, with our expanding international operations, we could be adversely affected by violations of the FCPA, the United Kingdom Bribery Act and similar worldwide anti-bribery laws, which generally prohibit companies and their intermediaries from making improper payments to non-U.S. officials or other third parties for the purpose of obtaining or retaining business. Our internal control policies and procedures may not protect us from non-compliance or reckless or criminal acts committed by our employees or agents. Violations of these laws, or allegations of such violations, could disrupt our business and result in a material adverse effect on our business, financial condition and results of operations.

Changes in existing laws or regulations, or the adoption of new laws or regulations may increase our costs and otherwise adversely affect our business, financial condition and results of operations.

The manufacture and marketing of food products is highly regulated. We and our suppliers and co-manufacturers are subject to a variety of laws and regulations internationally, which apply to many aspects of our business, including the sourcing of raw materials, manufacturing, packaging, labeling, distribution, advertising, sale, quality and safety of our products, as well as the health and safety of our employees and the protection of the environment.

In the United States, we are subject to regulation by various government agencies, including the FDA, the Federal Trade Commission (the "FTC"), the Occupational Safety and Health Administration ("OSHA") and the Environmental Protection Agency (the "EPA"), as well as various state and local agencies. Outside the United States, we are subject to direct and indirect regulation by various international regulatory bodies, including the European Commission (the "EC"), EFSA, and the United Kingdom's Food Standards Agency, Health and Safety Executive, Environment Agency, Environmental Health Officers and Trading Standards Officers and equivalent national competent authorities in EU member states. Following the end of the transition period on December 31, 2020, due to the United Kingdom's withdrawal from the EU, Great Britain's food and feed safety policy is no longer regulated by EU law or subject to supervision by EFSA and the EC. This is not the case for Northern Ireland due to the Windsor Framework Agreement between the United Kingdom and the EU.

For example, the FDA and the U.S. Department of Agriculture (the "USDA"), other state regulators in the U.S. and/or other similar international regulatory authorities, or private litigants could take action to further impact our ability to use or refer to the term "milk" or dairy terms to describe our products. In the US, Title 21 of the Code of Federal Regulation Part 131 provides specific requirements for dairy products, including use of terms related to "milk" and "milk products".

In addition, a food may be deemed misbranded if its labeling is interpreted as false or misleading in any particular way, and regulators, including the FDA, and other state or international regulators, could interpret the use of dairy terms to describe our plant-based products as false or misleading or likely to create an erroneous impression regarding their composition. Should regulatory authorities take action with respect to the use of the term "milk" or similar terms, such that we are unable to use those terms with respect to our plant-based products, we could be subject to enforcement action or could be required to recall our products marketed using these terms. Thus, we may be required to modify our marketing strategy, and our business, financial condition and results of operations could be adversely affected. For example, in February 2023, the FDA released draft guidance recommending that plant-based milk alternatives, including oatmilk, that include "milk" in its name (e.g., "oatmilk") and that has a nutrient composition that is different than milk include a voluntary nutrient statement that conveys how it is nutritionally different. Additionally, the FDA continues to issue draft guidance on the labeling of plant-based foods, including, for example, a January 2025 draft guidance that provides naming recommendations for various plant-based products, such as dairy alternative other than milk. If guidance documents such as these are ultimately finalized as proposed, it could require modifications to our labeling and marketing strategy. Changes in the product labeling could have a material adverse impact on our business, financial condition and results of operations.

Such regulatory authorities could also object to any claims we may make about the potential health benefits or nutritional content associated with our products. In the EU, nutritional or health claims related to food are specifically regulated by Regulation (EU) No 1924/2006, the objective of which is to ensure that any claim made on a food's labeling, presentation or advertising in the EU is clear, accurate and based on scientific evidence. Only health and nutrition claims that have been authorized by the EC (i.e., which are based on scientific evidence, evaluated by EFSA and can be easily understood by consumers), as listed in Regulation (EU) No 432/2012 and Regulation (EC) No 1924/2006 as amended respectively can be used.

In addition, an EFSA working group has been working on a scientific opinion to set a tolerable upper intake level for total/added/free dietary sugars on the basis of which national authorities may establish recommendations on the consumption of dietary sugars and plan food-based dietary guidelines. A public consultation on the draft scientific opinion took place mid-2021. EFSA published its Scientific Opinion on Tolerable upper intake level for dietary sugars in February 2022. This was a comprehensive safety assessment of sugars in the diet and their potential links to health problems. EFSA concluded that it was not possible to set a tolerable upper intake level for dietary sugars from all sources, but recommended that, based on available data and related uncertainties, the intake of added and free sugars should be as low as possible in the context of a nutritionally adequate diet. One important conclusion is that the sugars in dairy alternatives have been placed within "Core foods" alongside fresh fruits and vegetables, cereals and dairy. EFSA refers to these food groups as having an overall good nutrient profile and being important for a nutritionally adequate diet. This opinion can assist EU member states in setting national goals/recommendations. Any further such changes in the product labeling could have a material adverse impact on our business, financial condition and results of operations.

We are subject to certain standards, such as the Global Food Safety Initiative standards, and review by voluntary organizations, such as the Council of Better Business Bureaus' National Advertising Division. We could incur costs, including fines, penalties and third-party claims, because of any actual or alleged violations of or liabilities under such standards, including any competitor or consumer challenges relating to alleged non-compliance with such standards. For example, in connection with the marketing and advertisement of our products, we could be the target of claims relating to false or deceptive advertising, including under the auspices of the FTC and the consumer protection statutes of some states in the United States.

The Farm to Fork Strategy ("F2F") is a high-profile project of the EC since the Commission places it at the heart of the Green Deal with the aim of "making the European food system sustainable and a global standard". The proposal for a legislative framework for sustainable food systems ("FSFS") is one of the flagship initiatives of the F2F and was expected to be adopted by the EC in the second half of 2023. Four policies are currently being assessed by the European Commission including setting up a new comprehensive framework legislation the objective of which is to define a common basis to integrate sustainability into all food policies, which would mean a combination of minimum requirements for sustainable food products and incentives for food systems' actors to go beyond them.

In 2022, the EC launched a public consultation aimed to gather opinions and evidence from the public and all relevant stakeholders on the key issues the FSFS aims to address. This public consultation was part of a broader consultation strategy of the EC and is being followed and complemented by a series of targeted consultation activities and stakeholders workshops. If adopted, the framework legislation will provide the basis for new legislation on sustainability and health, as well as a revision of existing food legislation and we will have to further assess the legislation to assess its impact on our business.

The outcome of the F2F and the FSFS strategy may impact our business if our products would not count as sustainable due to unclear definitions under-pinning misinformed discussions on ultra-processed foods.

The regulatory environment in which we operate could change significantly and adversely in the future. Since plant-based, processed foods are still a relatively new food category, our business is subject to significant and ongoing debates and discussions regarding the nutritional value of plant-based alternatives as compared to dairy products, dietary recommendations and the treatment of fortifications and additives, all of which significantly influence the regulatory environment in which we operate and adds further costs and complexity to our operations. Any change in manufacturing, labeling or packaging requirements for our products may lead to an increase in costs, restrictive policy measures, taxes, limitations on distribution, interruptions in production or affect public perception of our products, any of which could adversely affect our operations and financial condition. For instance, any changes related to EU

or national (member states) dietary guidelines, which are guiding decision makers and the public on healthy eating, may impact our business. Should plant-based products be categorized and treated as unhealthy and/or ultra-processed products instead of "nutritional, plant-based alternatives to dairy" by the EC, EFSA, EU member states authorities and/or other similar international regulatory authorities, our business, financial condition and results of operations could be impacted. Labeling and packaging are also under scrutiny by the EC within the context of the F2F for a fair, healthy and environmentally friendly food system. Legislative and non-legislative measures (i.e., initiatives) related to reformulation and introduction of maximum levels of certain nutrients, introducing mandatory front-of-pack nutrition labeling and, setting of nutrient profiles with the aim of being able to restrict promotion of food high in salt, sugars and/or fat are expected in the coming years and some of them already entered into force (e.g., the EU Code of Conduct on Responsible Food Business and Marketing Practices in July 2021), and may impact our business. For instance, an EFSA scientific opinion advising on the development of harmonized mandatory front-of-pack nutrition labeling and the setting of nutrient profiles for restricting nutrition and health claims on foods was adopted on March 24, 2022. The EFSA notably concluded that dietary intakes of saturated fatty acids, sodium and added/free sugars are above, and intakes of dietary fiber and potassium below, current dietary recommendations in a majority of the European populations. As excess intakes of saturated fatty acids, sodium and added/free sugars and inadequate intakes of dietary fiber and potassium are associated with adverse health effects, they could be included in nutrient profiling models. On the other hand, the EFSA highlighted that dietary fiber and potassium intakes are too low in most of the European adult population and may need to be increased to contribute to improve health. However, only the EC is responsible for proposing a nutrient profiling model to be used by the producers. It remains to be seen how the legislative framework will evolve in that respect. Similarly, in December 2024, the FDA finalized updated criteria for when foods may be labeled with the nutrient content claim "healthy" on their packaging, which require that products labeled as "healthy" contain a certain amount of food from at least one of the food groups or subgroups recommended by the Dietary Guideline for Americans, and also adhere to specific limits for certain nutrients, such as saturated fat, sodium and added sugars. Moreover, the impact of new leadership at the United States Department of Health and Human Services and the FDA on the previous administration's food regulatory initiatives is yet to be determined and it remains to be seen what new initiatives may emerge under this new administration. Lastly, some states in the United States continue to strengthen regulatory oversight of food and beverages sold and distributed in their jurisdictions. For example, several states in the United States have enacted, or introduced legislation, to ban certain food ingredients, color additives, and packaging materials to address health and safety concerns. As a result, new or revised government laws and regulations, or policies, could result in additional compliance costs and, in the event of non-compliance, civil remedies, including fines, injunctions, withdrawals, recalls or seizures and confiscations, as well as potential criminal sanctions, any of which may adversely affect our business, financial condition and results of operations.

We are subject to stringent environmental regulation and potentially subject to environmental litigation, proceedings and investigations.

Our business operations and ownership and past and present operation of real property are subject to stringent federal, state and local environmental laws and regulations pertaining to the discharge of materials into the environment and impact on natural resources. For example, we are required to maintain wastewater management systems at our production facilities, and should we want to expand any of our current production facilities, we would be required to obtain regulatory approval in order to expand such systems at any particular site. There can be no assurance that we will obtain any such regulatory approvals. While we undertake precautions to ensure that we comply with applicable environmental health safety laws and regulations, there can be no assurance that we will not inadvertently release any cleaning chemicals, cooling agents or other types of materials which could violate applicable laws or regulations. Violation of these laws and regulations could lead to substantial liabilities, fines and penalties or to capital expenditures related to pollution control equipment that could have a material adverse effect on our business. In the future, we could also experience significant opposition from third parties with respect to our business, including non-governmental organizations, neighborhood groups or municipalities. Additionally, new matters or sites may be identified in the future that will require additional environmental investigation, assessment or expenditures, which could cause additional capital expenditures. Future discovery of contamination of property underlying or in the vicinity of our present properties or facilities and/or waste disposal sites could require us to incur additional expenses, delays to our business and to our proposed construction. The occurrence of any of these events, the implementation of new laws and regulations, or stricter interpretation of existing laws or regulations, could adversely affect our business, financial condition and results of operations, or brand and reputation.

Risks Related to Our Intellectual Property

We may not be able to protect, enforce or defend our intellectual property and other proprietary rights adequately, which may impact our commercial success.

Our commercial success depends in part on our ability to protect our intellectual property and proprietary rights. We rely on a combination of trademark, patent, trade secret and copyright laws, as well as confidentiality and other contractual restrictions to establish and protect our proprietary technology and other intellectual property rights. These laws are subject to change and certain agreements may not be fully enforceable, which could restrict our ability to protect our intellectual property rights. In addition, these legal means may afford only limited protection and may not prevent others from independently developing products, processes or other technologies similar to, or duplicative of, ours, or permit us to gain or keep any competitive advantage. Despite our efforts to protect our products, processes and other technologies, such efforts may not adequately protect us and unauthorized parties may attempt to copy aspects of our products, processes and other technologies, or obtain and use our trade secrets and other confidential information. Additionally, due to the highly competitive space in which we operate, competitors may file patent applications that, if granted, could hinder our ability to enter into new product categories and develop new products.

We rely on patents to protect our products, processes and other technologies and expect to continue to apply for additional patent protection for the proprietary aspects of our current and future products, processes and other technologies. We cannot offer any assurances about which, if any, patents will be issued from any of our patent applications, the breadth of any granted patents, or whether any granted patents will be found invalid or unenforceable or will be challenged by third parties. Any successful proceeding challenging the validity, enforceability or scope of our patents or any other future patents owned by or, if applicable, licensed to us could deprive us of rights necessary for the successful commercialization of products that we may develop and may require us to re-engineer or cease making, marketing or selling our affected products. In addition, our granted patents and patent applications may cover only certain aspects of our products, and competitors and other third parties may be able to circumvent or design around our patents or create new products that achieve similar or better results without infringing the patents we own, any of which may have an adverse effect on our sales or market position. The term of any individual patent depends on applicable law in the country where the patent is granted. In the United States, provided all maintenance fees are timely paid, a patent generally has a term of 20 years from its application filing date or earliest claimed non-provisional filing date. Extensions may be available under certain circumstances, but the life of a patent and, correspondingly, the protection it affords is limited. Further, our ability to enforce our patent rights depends on our ability to detect infringement, especially with our process patents; it may be difficult to detect infringers that do not advertise the process that are used in connection with their products. Moreover, it may be difficult or impossible to obtain evidence of infringement in a competitor's or potential competitor's products.

Because some patent applications are confidential for a period of time after they are filed, we cannot know, until such time has lapsed, that we were the first to file on the processes technologies covered in one or several of our patent applications related to our products. Therefore, there is a risk we could adopt a process or technology without knowledge of a pending patent application, which process or technology would infringe a third-party patent once that patent is issued. Furthermore, at any time during the lifetime of a patent or patent application, claims on the right to the underlying process or technology may be raised, which could harm or otherwise hinder our possibility to exercise such process or technology. For example, a derivation proceeding may be provoked by a third party, or instituted by the U.S. Patent and Trademark Office (the "USPTO"), to determine who was the first to invent any of the subject matter covered by the patent claims of our patents or patent applications.

Patent law can be highly uncertain and involve complex legal and factual questions for which important principles remain unresolved. In the United States and in many international jurisdictions, policy regarding the breadth of claims allowed in patents can be inconsistent and/or unclear. The U.S. Supreme Court and the Court of Appeals for the Federal Circuit have made, and will likely continue to make, changes in how the patent laws of the United States are interpreted. Similarly, international courts and governments have made, and will continue to make, changes in how the patent laws in their respective countries are interpreted. In addition, the European patent system is relatively stringent in the type of amendments that are allowed during prosecution, and the complexity and uncertainty of European patent laws has also increased in recent years. We cannot predict future changes in the interpretation of patent laws by U.S. and international judicial bodies or changes to patent laws that might be enacted into law by U.S. and international legislative bodies.

Moreover, in the United States, the Leahy-Smith America Invents Act (the "Leahy-Smith Act") enacted in September 2011, brought significant changes to the U.S. patent system, including a change from a "first to invent" system to a "first to file" system. Other changes in the Leahy-Smith Act affect the way patent applications are prosecuted, redefine prior art and may affect patent litigation. The USPTO developed new regulations and procedures to govern administration of the Leahy-Smith Act, and many of the substantive changes to patent law associated with the Leahy-Smith Act became effective on March 16, 2013. The Leahy-Smith Act and its implementation could increase the uncertainties and costs surrounding the prosecution of our patent applications and the enforcement or defense of our issued patents, which could have a material adverse effect on our business, financial condition and results of operations.

We believe that our brands have substantial value and have contributed significantly to the success of our business and reinforce consumers' favorable perception of our products. We rely on trademark protection to protect our brands and have registered or applied to register many of our trademarks, including "Oatly" (in various forms), "Wow No Cow" and "Post-Milk Generation". We cannot assure that we will be able to register and/or enforce our trademarks in all jurisdictions as the requirement for trademarks registrability and the scope of trademark protection in different jurisdictions can be inconsistent. In addition, third parties may oppose our trademark applications, or otherwise challenge our use of the trademarks, and our trademark rights and related registrations have been, are being and may be challenged and could be canceled or narrowed. In the event our trademarks are successfully challenged and we lose rights to use those trademarks, we can be forced to rebrand our products, which could result in loss of brand recognition and require us to devote resources to marketing new brands. Third parties also have adopted, and may adopt, trade names or trademarks that are the same as or similar to ours, especially in a jurisdiction we have yet to cover, thereby impeding our ability to build brand identity and possibly leading to market confusion. Over the long term, if we are unable to successfully establish name recognition and/or register or protect our trademarks and trade names, we may not be able to compete effectively and our business may be adversely affected.

We also rely on unpatented proprietary expertise, recipes and formulations and other trade secrets and copyright protection to develop and maintain our competitive position. Whether we choose to seek legal protection through patent registration or, alternatively, seek to maintain trade secrecy, involves a risk assessment that could result in a competitor gaining patent protection on something that we kept as a trade secret, which could result in the infringement of such competitor's patent after such intellectual property was made publicly available, which could negatively impact our ability to provide any products created by using such intellectual property and result in a loss of sales.

If we do not keep our trade secrets and other proprietary information confidential, others may produce products with our recipes or formulations. Our confidentiality agreements with our employees and certain of our consultants, contract employees, suppliers and independent contractors, including some of our co-manufacturers who use our formulations to manufacture our products, generally require that all information made known to them be kept strictly confidential. Nevertheless, trade secrets are difficult to protect. Although we attempt to protect our trade secrets and other proprietary information, our confidentiality agreements and other measures may not effectively provide meaningful protection our proprietary information and in the event of any unauthorized use or disclosure of such information, and we may not have adequate remedies for the misappropriation or other unauthorized use of such information. In addition, others may independently discover our trade secrets, in which case we would not be able to assert trade secret rights against such parties. Further, some of our formulations have been developed by or with our suppliers and co-manufacturers. As a result, we may not be able to prevent others from using similar formulations, which could adversely affect our business, financial condition and results of operations.

Certain foreign countries do not protect intellectual property rights as fully as they are protected in the United States and, accordingly, intellectual property protection may be limited or unavailable in some foreign countries where we choose to do business. It may therefore be more difficult for us to successfully challenge the use of our intellectual property rights by other parties in these countries, which could diminish the value of our products or brands and cause our competitive position and growth to suffer. Filing, prosecuting and defending our intellectual property in all countries throughout the world may be prohibitively expensive. The lack of adequate legal protections of intellectual property or failure of legal remedies for related actions in jurisdictions outside of the United States could have an adverse effect on our business, financial condition and results of operations.

Even if we successfully maintain our intellectual property rights, we may be unable to enforce those rights against third parties. Monitoring for unauthorized use, infringement, misappropriation or other violations of our intellectual

property rights can be expensive and time-consuming, and we are unlikely to be able to detect all instances of such violations. Furthermore, if we do litigate, litigation, regardless of merit, is inherently uncertain and our success cannot be assured. Any litigation could be lengthy and result in substantial costs and diversion of our resources and could have a material adverse effect on our business, financial condition and results of operations, regardless of its outcome. In addition, if any third party copies or imitates our products or uses names and logos similar to our trademarks in a manner that affects consumer perception of our products or brand, our reputation and sales could suffer whether or not these violate our intellectual property rights. For further discussion, see "*—Risks Related to Our Business and Industry—Litigation or legal proceedings could expose us to significant liabilities and have a negative impact on our reputation or business*".

Third parties may also in the future assert, that we have infringed, misappropriated, or otherwise violated their intellectual property rights (including with respect to any existing registrations held by such third parties), and as we face increasing competition, the possibility of intellectual property rights claims against us grows. We could be targeted for litigation and we may not be able to assert counterclaims against parties that sue us for patent, or other intellectual property infringement. In addition, various "non-practicing entities" that own patents and other intellectual property rights may attempt to aggressively assert claims in order to extract value from us as a product company. Additionally, when we introduce new products, including in territories where we currently do not have an offering, our exposure to patent and other intellectual property claims from competitors and non-practicing entities will increase. It is difficult to predict whether assertions of third-party intellectual property rights or any infringement or misappropriation claims arising from such assertions will substantially harm our business, financial condition and results of operations. If we are forced to defend against any infringement or misappropriation claims, even those without merit, we may be required to (i) expend significant time and financial resources on the defense of such claims, (ii) cease making, marketing or selling the products, or using our processes or technologies that incorporate the challenged intellectual property, (iii) re-engineer or rebrand our products or re-design our packaging, or (iv) enter into royalty or licensing agreements in order to obtain the right to use a third party's intellectual property (and any such agreements, if required, may not be available to us on acceptable terms or at all). Furthermore, an adverse outcome of a dispute may require us to pay significant damages, which may be even greater if we are found to have willfully infringed upon a party's intellectual property. Even if resolved in our favor, litigation or other legal proceedings relating to intellectual property claims may result in reputational loss and could distract our management personnel and other employees from their normal responsibilities.

Risks Related to the Ownership of Our ADSs

We have previously identified material weaknesses in our internal control environment. If we are unable to remediate any material weakness, or if other control deficiencies are identified, we may not be able to report our financial results accurately, prevent fraud or file our periodic reports as a public company in a timely manner.

As a public company, we are required to comply with Section 404 of the Sarbanes Oxley Act of 2002 (the "Sarbanes-Oxley Act"), which requires, among other things, that we establish and evaluate procedures with respect to our disclosure controls and procedures and are required to report on the effectiveness of our internal control over financial reporting.

As previously disclosed in our 2023 Annual Report on Form 20-F we and our independent registered public accounting firm identified a material weakness in our internal control over financial reporting related to inadequate performance and documented evidence of review procedures, including level of precision in the execution of controls and completeness and accuracy of information produced by entity across significant business processes. A "material weakness" is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim consolidated financial statements will not be prevented or detected on a timely basis. Although improvements were made during 2024, as more fully described under Item 15. *"Controls and Procedures*" of this Annual Report, we have not remediated such previously disclosed material weakness and we and our independent registered public accounting firm also identified a new material weakness in our IT control environment related to control deficiencies in applications supporting our financial reporting and components related to our IT infrastructure and automation thereof and, as a consequence, our automated and IT dependent business process controls. Our entity level controls have not been operating effectively and has been a contributing factor to us not being able to maintain an effective control environment.

For the year ended December 31, 2024, our internal control over financial reporting was not effective, as a result of these material weaknesses, as more fully described under Item 15. *"Controls and Procedures"* of this Annual Report.

Although we are actively undertaking remediation efforts to address the material weaknesses, we may not be successful in doing so. Implementation of these measures may not fully address the material weaknesses identified in our internal control over financial reporting and we cannot assure you that we will be successful in remediating the material weaknesses as described in Item 15. *"Controls and Procedures"* of this Annual Report. Each of the material weaknesses will be considered remediated when management and our independent registered public accounting firm conclude that, through testing, the applicable remediated controls are designed, implemented and operating effectively. In addition, our failure to correct a material weakness or our failure to discover and address any other material weaknesses or deficiencies could result in inaccuracies in our financial statements and impair our ability to comply with applicable financial reporting requirements and related regulatory filings on a timely basis.

In addition, our reporting obligations place a significant strain on our management, operational and financial resources and systems and will continue to do so for the foreseeable future. We may be unable to timely complete our evaluation testing and any required remediation. As a result, we anticipate continuing to invest significant resources to enhance and maintain our financial controls, reporting system and procedures over the coming years.

While documenting and testing our internal control procedures, in order to satisfy the requirements of Section 404 of the Sarbanes Oxley Act, we may identify other weaknesses and deficiencies in our internal control over financial reporting. If we fail to maintain the adequacy of our internal control over financial reporting, as these standards are modified, supplemented or amended from time to time, we may not be able to conclude on an ongoing basis that we have effective internal control over financial reporting in accordance with Section 404 of the Sarbanes Oxley Act.

If we fail to achieve and maintain an effective internal control environment, it could result in material misstatements in our financial statements and could also impair our ability to comply with applicable financial reporting requirements and related regulatory filings on a timely basis. As a result, our businesses, financial condition, results of operations and prospects, as well as the trading price of our issued equity instruments, including our ADSs, may be materially and adversely affected. Additionally, ineffective internal control over financial reporting could expose us to increased risk of fraud or misuse of corporate assets and subject us to potential delisting from the stock exchange, regulatory investigations and civil or criminal sanctions. We may also be required to restate our financial statements from prior periods.

Our largest shareholder has significant influence over us, including significant influence over decisions that require the approval of shareholders.

As of December 31, 2024, our largest shareholder, Nativus Company Limited and entities affiliated with CR Verlinvest Health Investment Limited ("CRVV") owned, in the aggregate, approximately 45.4% of the voting power represented by all our outstanding ADSs. As a result, our largest shareholder exercises significant influence over certain corporate matters requiring shareholder approval under Swedish law, including the election and removal of directors and the size of our Board of Directors, any amendment of our amended and restated articles of association and any approval of significant corporate transactions (including a sale of substantially all of our assets), and has significant influence over our management and policies, despite not controlling a majority of our outstanding ordinary shares. Nativus Company Limited is a wholly owned subsidiary of CRVV, which is a joint venture that is 50% owned by Verlinvest S.A. and 50% owned by Blossom Key (Hong Kong) Holdings Limited. Blossom Key (Hong Kong) Holdings Limited is indirectly and wholly owned by China Resources (Holdings) Company Limited ("CR Holdings"), and CR Holdings is indirectly and wholly owned by China Resources Company Limited. The State-owned Assets Supervision and Administration Commission of the State Council and the National Council for Social Security Fund of China perform the duty of investor (as to 90.0222% and 9.9778% respectively) of China Resources Company Limited on behalf of the State Council.

Affiliates of CRVV are members of our Board of Directors. These board members are nominated by CRVV and can take actions that have the effect of delaying or preventing a change of control of us or discouraging others from making tender offers for our ADSs, which could prevent shareholders from receiving a premium for their ADSs.

In the event CRVV were to own a majority of the voting power in us, for example in the event that it exercised its conversion rights in a sufficient amount of its Swedish Notes or if it were to exercise its participation rights under the terms and conditions governing the Swedish Notes (the "Swedish Terms") to purchase a sufficient number of additional shares from us in a future offering, CRVV would effectively be able to determine the outcome of most matters submitted for shareholder approval. This concentrated control would limit or severely restrict other shareholders' ability to influence corporate matters and we may take actions that some of our shareholders would not view as beneficial, which could reduce the market price of our ADSs.

By way of example, if CRVV converted all of their Swedish Notes at maturity, assuming (i) a conversion price reset to $1.36, (ii) no other holders of the Notes converted any of their notes, and (iii) there are no other changes in our share capital, CRVV would beneficially own approximately 58.2% of our then-outstanding capital.

Our results of operations and the market price of our ADSs have been, and may be, volatile, and you may lose all or part of your investment.

Our results of operations are likely to fluctuate in the future in response to numerous factors, many of which are beyond our control. In addition, securities markets worldwide have experienced, and are likely to continue to experience, significant price and volume fluctuations. This market volatility, as well as general economic, market or political conditions, could subject the market price of our ADSs to wide price fluctuations regardless of our operating performance. The market for our ADSs may have, when compared to seasoned issuers, significant price volatility and we expect that our ADS price may continue to be more volatile than that of a seasoned issuer for the indefinite future.

These and other factors, many of which are beyond our control, may cause our results of operations and the market price and demand for our ADSs to fluctuate substantially. Fluctuations in our quarterly results of operations could limit or prevent investors from readily selling their ADSs and may otherwise negatively affect the market price and liquidity of our ADSs.

Although as a foreign private issuer we are exempt from certain corporate governance standards applicable to U.S. issuers, if we cannot satisfy, or continue to satisfy, the continued listing requirements of Nasdaq it could result in a delisting of our securities.

There are several requirements that must be met in order for our ADSs to remain listed on the Nasdaq Global Select Market, including but not limited to, the minimum price of at least U.S. $1.00 per ADS. There can be no assurances that we will be able to comply with this and other listing standards and the failure to do so could result in the delisting of our ADSs from Nasdaq. Such a delisting would negatively affect the price and the market liquidity of our securities and would impair investors from selling their shares in the public market.

On November 6, 2023 we received a notification from Nasdaq that we are not in compliance with the minimum bid price requirements of Nasdaq Listing Rule 5450(a)(1) ("Rule 5450(a)(1)"). On December 18, 2023, the Company received a subsequent notice from Nasdaq indicating that the Company has regained compliance with the minimum bid price requirement. On September 5, 2024 we received another notification from Nasdaq that we were not in compliance with the minimum bid price requirements of Rule 5450(a)(1). On February 18, 2025, we completed the ADS Ratio Change. On March 4, 2025, by virtue of the ADS Ratio Change, we timely regained compliance with Rule 5450(a)(1). The depositary has charged or will charge each holder of our ADSs a U.S. $0.02 fee for each ADS cancelled in connection with the ADS Ratio Change. We cannot assure you that we will remain in compliance with Rule 5450(a)(1) or any other Nasdaq listing requirement in the future.

We are a foreign private issuer and, as a result, we are not subject to U.S. proxy rules and are subject to Exchange Act reporting obligations that, to some extent, are more lenient and less frequent than those of a U.S. domestic public company.

We report under the Exchange Act as a non-U.S. company with foreign private issuer status. Because we qualify as a foreign private issuer under the Exchange Act, we are exempt from certain provisions of the Exchange Act that are applicable to U.S. domestic public companies, including (i) the sections of the Exchange Act regulating the

solicitation of proxies, consents or authorizations in respect of a security registered under the Exchange Act, (ii) the sections of the Exchange Act requiring insiders to file public reports of their share ownership and trading activities and liability for insiders who profit from trades made in a short period of time and (iii) the rules under the Exchange Act requiring the filing with the SEC of quarterly reports on Form 10-Q containing unaudited financial and other specified information. In addition, foreign private issuers are not required to file their annual report on Form 20-F until 120 days after the end of each fiscal year, while U.S. domestic issuers that are accelerated filers are required to file their annual report on Form 10-K within 75 days after the end of each fiscal year and U.S. domestic issuers that are large accelerated filers are required to file their annual report on Form 10-K within 60 days after the end of each fiscal year. Foreign private issuers are also exempt from Regulation FD, which is intended to prevent issuers from making selective disclosures of material information. As a result of all of the above, you may not have the same protections afforded to shareholders of a company that is not a foreign private issuer.

We may lose our foreign private issuer status in the future, which could result in significant additional costs and expenses.

As discussed above, we are a foreign private issuer, and therefore, we are not required to comply with all of the periodic disclosure and current reporting requirements of the Exchange Act. The determination of foreign private issuer status is made annually on the last business day of an issuer's most recently completed second fiscal quarter, and, accordingly, the next determination will be made with respect to us on June 30, 2025. In the future, we would lose our foreign private issuer status if (i) more than 50% of our outstanding voting securities are owned by U.S. residents and (ii) a majority of our directors or executive officers are U.S. citizens or residents, or we fail to meet additional requirements necessary to avoid loss of foreign private issuer status. If we lose our foreign private issuer status, we will be required to file with the SEC periodic reports and registration statements on U.S. domestic issuer forms, which are more detailed and extensive than the forms available to a foreign private issuer. We will also have to mandatorily comply with U.S. federal proxy requirements, and our officers, directors and principal shareholders will become subject to the short-swing profit disclosure and recovery provisions of Section 16 of the Exchange Act. In addition, we will lose our ability to rely upon exemptions from certain corporate governance requirements under the listing rules of Nasdaq. As a U.S.-listed public company that is not a foreign private issuer, we will incur significant additional legal, accounting and other expenses that we will not incur as a foreign private issuer, and accounting, reporting and other expenses in order to maintain a listing on a U.S. securities exchange. These expenses will relate to, among other things, the obligation to present our financial information in accordance with U.S. GAAP in the future.

As we are a "foreign private issuer" and follow certain home country corporate governance practices, our shareholders may not have the same protections afforded to shareholders of companies that are subject to all Nasdaq corporate governance requirements.

As a foreign private issuer, we have the option to follow certain home country corporate governance practices rather than those of Nasdaq, provided that we disclose the requirements we are not following and describe the home country practices we are following. We rely on this "foreign private issuer exemption" with respect to the Nasdaq rules for the quorum requirements applicable to the meetings of shareholders, the requirement that independent directors regularly meet in executive sessions where only independent directors are present, and shareholder approval requirements for the issuance of securities in connection with certain events. We may in the future elect to follow home country practices with regard to other matters. As a result, our shareholders may not have the same protections afforded to shareholders of companies that are subject to all Nasdaq corporate governance requirements.

You may not be able to exercise your right to vote the ordinary shares underlying your ADSs.

ADS holders may only exercise voting rights with respect to the ordinary shares represented by the ADSs in accordance with the provisions of the deposit agreement, which provides that a holder may vote the ordinary shares represented by the ADSs for any particular matter to be voted on by our shareholders either by withdrawing the ordinary shares represented by the ADSs or, to the extent permitted by applicable law and as permitted by the depositary, by requesting a temporary registration as shareholder and authorizing the depositary to act as proxy. However, you may not know about the meeting far enough in advance to withdraw those ordinary shares, and after such a withdrawal you would no longer hold ADSs, but rather you would directly hold the underlying ordinary shares. You also may not know about the meeting far enough in advance to request a temporary registration.

The depositary will try, as far as practical, to vote the ordinary shares represented by the ADSs as instructed by the ADS holders. In such an instance, if we ask for your instructions, the depositary, upon timely notice from us, will notify you of the upcoming vote and arrange to deliver our voting materials to you. We cannot guarantee that you will receive the voting materials in time to ensure that you can instruct the depositary to vote your ordinary shares or to withdraw your ordinary shares so that you can vote them yourself. If the depositary does not receive timely voting instructions from you, it may give a discretionary proxy to a person designated by us to vote the ordinary shares represented by your ADSs; provided, however, that no such discretionary proxy shall be given with respect to any matter to be voted upon as to which we inform the depositary that (i) we do not wish such proxy to be given, (ii) substantial opposition exists or (iii) the rights of holders of ordinary shares may be adversely affected. Voting instructions may be given only in respect of a number of ADSs representing an integral number of ordinary shares or other deposited securities. In addition, the depositary and its agents are not responsible for failing to carry out voting instructions or for the manner of carrying out voting instructions. This means that you may not be able to exercise any right to vote that you may have with respect to the underlying ordinary shares, and there may be nothing you can do if the ordinary shares represented by your ADSs are not voted as you requested. In addition, the depositary is only required to notify you of any particular vote if it receives notice from us in advance of the scheduled meeting.

Purchasers of ADSs may be subject to limitations on transfer of their ADSs.

ADSs are transferable on the books of the depositary. However, the depositary may close its transfer books at any time or from time to time when it deems expedient in connection with the performance of its duties. In addition, the depositary may refuse to deliver, transfer or register transfers of ADSs generally when our books or the books of the depositary are closed, or at any time if we or the depositary deems it advisable to do so because of any requirement of law or of any government or governmental body, or under any provision of the deposit agreement, or for any other reason in accordance with the terms of the deposit agreement.

ADS holders may not be entitled to a jury trial with respect to claims arising under the deposit agreement, which could result in less favorable outcomes to the plaintiff(s) in any such action.

The deposit agreement governing the ADSs representing our ordinary shares provides that, to the fullest extent permitted by applicable law, holders and beneficial owners of ADSs irrevocably waive the right to a jury trial of any claim that they may have against us or the depositary arising from or relating to our ordinary shares, our ADSs or the deposit agreement, including any claim under the U.S. federal securities laws. The waiver continues to apply to claims that arise during the period when a holder holds the ADSs, even if the ADS holder subsequently withdraws the underlying ordinary shares.

However, you will not be deemed, by agreeing to the terms of the deposit agreement, to have waived our or the depositary's compliance with U.S. federal securities laws and the rules and regulations promulgated thereunder. In fact, you cannot waive our or the depositary's compliance with U.S. federal securities laws and the rules and regulations promulgated thereunder. If we or the depositary opposed a demand for jury trial relying on above-mentioned jury trial waiver, it is up to the court to determine whether such waiver was enforceable considering the facts and circumstances of that case in accordance with the applicable state and federal law.

If this jury trial waiver provision is prohibited by applicable law, an action could nevertheless proceed under the terms of the deposit agreement with a jury trial. To our knowledge, the enforceability of a jury trial waiver under the federal securities laws has not been finally adjudicated by a federal court or by the U.S. Supreme Court. Nonetheless, we believe that a jury trial waiver provision is generally enforceable under the laws of the State of New York, which govern the deposit agreement, by a federal or state court in the City of New York. In determining whether to enforce a jury trial waiver provision, New York courts will consider whether the visibility of the jury trial waiver provision within the agreement is sufficiently prominent such that a party has knowingly waived any right to trial by jury. We believe that this is the case with respect to the deposit agreement and the ADSs. In addition, New York courts will not enforce a jury trial waiver provision in order to bar a viable setoff or counterclaim sounding in fraud or one which is based upon a creditor's negligence in failing to liquidate collateral upon a guarantor's demand, or in the case of an intentional tort claim, none of which we believe are applicable in the case of the deposit agreement or the ADSs. If you or any other holders or beneficial owners of ADSs bring a claim against us or the depositary relating to the matters arising under the deposit agreement or our ADSs, including claims under federal securities laws, you or such other holder or beneficial owner may not have the right to a jury trial regarding such claims, which may limit and discourage

lawsuits against us or the depositary. If a lawsuit is brought against us or the depositary according to the deposit agreement, it may be heard only by a judge or justice of the applicable trial court, which would be conducted according to different civil procedures and may have different outcomes compared to that of a jury trial, including results that could be less favorable to the plaintiff(s) in any such action.

Moreover, as the jury trial waiver relates to claims arising out of or relating to the ADSs or the deposit agreement, we believe that, as a matter of construction of the clause, the waiver would likely continue to apply to ADS holders who withdraw the ordinary shares from the ADS facility with respect to claims arising before the cancellation of the ADSs and the withdrawal of the ordinary shares, and the waiver would most likely not apply to ADS holders who subsequently withdraw the ordinary shares represented by ADSs from the ADS facility with respect to claims arising after the withdrawal. However, to our knowledge, there has been no case law on the applicability of the jury trial waiver to ADS holders who withdraw the ordinary shares represented by the ADSs from the ADS facility.

Holders of our ADSs or ordinary shares have limited choice of forum, which could limit your ability to obtain a favorable judicial forum for complaints against us, the depositary or our respective directors, officers or employees.

The deposit agreement governing our ADSs provides that, (i) the deposit agreement and the ADSs will be interpreted in accordance with the laws of the State of New York, and (ii) as an owner of ADSs, you irrevocably agree that any legal action arising out of the deposit agreement and the ADSs involving us or the depositary may only be instituted in a state or federal court in the city of New York. Any person or entity purchasing or otherwise acquiring any of our ADSs, whether by transfer, sale, operation of law or otherwise, shall be deemed to have notice of and have irrevocably agreed and consented to these provisions.

In connection with our initial public offering ("IPO") in May 2021, we amended our articles of association and sought and obtained shareholder approval to add a clause that states that unless we consent in writing to the selection of an alternative forum and without infringing upon the Swedish forum provisions and without applying Chapter 7, Section 54 of the Swedish Companies Act, the U.S. District Court for the Southern District of New York shall be the sole and exclusive forum for resolving any complaint filed in the United States asserting a cause of action arising under the Securities Act. These forum provisions may increase your cost and limit your ability to bring a claim in a judicial forum that you find favorable for disputes with us, the depositary or our and the depositary's respective directors, officers or employees, which may discourage such lawsuits against us, the depositary and our and the depositary's respective directors, officers or employees. However, it is possible that a court could find either choice of forum provision to be inapplicable or unenforceable. The enforceability of similar choice of forum provisions has been challenged in legal proceedings.

To the extent that any such claims may be based upon federal law claims, Section 27 of the Exchange Act creates exclusive federal jurisdiction over all suits brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder. Furthermore, Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder. Accordingly, actions by holders of our ADSs or ordinary shares to enforce any duty or liability created by the Exchange Act, the Securities Act or the respective rules and regulations thereunder must be brought in a federal court in the city of New York. Holders of our ADSs or ordinary shares will not be deemed to have waived our compliance with the federal securities laws and the regulations promulgated thereunder.

The Company may be subject to securities litigation, which is expensive and could divert management attention.

The price of our ADSs may be volatile and, in the past, companies that have experienced volatility in the market price of their shares have been subject to securities class action litigation. We have in the past been, and may again in the future be, the target of this type of litigation. Litigation of this type could result in substantial costs and diversion of management's attention and resources and any adverse determination in litigation could subject us to significant liabilities, each of which could have a material adverse effect on our business, financial condition, results of operations and prospects. and adversely affect our results of operations.

A significant portion of our total issued and outstanding ADSs are eligible to be sold into the market, which could cause the market price of our ADSs to drop significantly, even if our business is doing well.

Sales of a substantial number of our ADSs in the public market, or the perception in the market that the holders of a large number of ADSs intend to sell, could reduce the market price of our ADSs. As of December 31, 2024, we had 598,559,840 ordinary shares issued and outstanding. All of our issued and outstanding ADSs are freely tradable without restriction under the Securities Act, except for any of our ADSs that may be held by our directors, executive officers and other affiliates, as that term is defined in the Securities Act, which will be restricted securities under the Securities Act. Restricted securities may not be sold in the public market unless the sale is registered under the Securities Act or an exemption from registration is available.

In the future, we may also issue additional securities if we need to raise capital or make acquisitions, which could constitute a material portion of our then-issued and outstanding ADSs.

We may not pay dividends on our ADSs in the future and, consequently, your ability to achieve a return on your investment will depend on the appreciation in the price of our ADSs.

We have never declared or paid any cash dividends on our ADSs and do not anticipate declaring or paying any cash dividends on our ADSs in the foreseeable future. Any decision to declare and pay dividends in the future will be made at the discretion of our Board of Directors and will depend on, among other things, our results of operations, financial condition, cash requirements, contractual restrictions and other factors that our Board of Directors may deem relevant. In addition, our ability to pay dividends is, and may be, limited by covenants of any future outstanding indebtedness we or our subsidiaries incur. Therefore, any return on investment in our ADSs is solely dependent upon the appreciation of the price of our ADSs on the open market, which may not occur. See Item 8.A. "*Financial Information—Consolidated Statements and Other Financial Information—Dividend Policy*".

Our shareholders may face difficulties in protecting their interests because we are a Swedish company.

We are a Swedish company with limited liability. Our corporate affairs are governed by our articles of association and by the laws that govern companies incorporated in Sweden. The rights of shareholders to take legal action against our directors and us, actions by minority shareholders and the fiduciary responsibilities of our directors to us are to a large extent governed by the laws of Sweden and may be different than the rights and obligations of shareholders and boards of directors in companies governed by the laws of U.S. jurisdictions. In the performance of its duties, our Board of Directors is required by Swedish law to consider the interests of our company, shareholders, employees and other stakeholders, in all cases with due observation of the principles of reasonableness and fairness. It is possible that some of these parties will have interests that are different from, or in addition to, the interests of our shareholders. Furthermore, the rights of our shareholders and the fiduciary responsibilities of our directors under the laws of Sweden may not be as clearly defined as under statutes or judicial precedent in existence in jurisdictions in the United States. Therefore, you may have more difficulty protecting your interests than would shareholders of a corporation incorporated in a jurisdiction in the United States.

As a result of all of the above, our public shareholders may have more difficulty in protecting their interests in the face of actions taken by our management or members of our Board of Directors than they would as public shareholders of a company incorporated in the United States.

There may be difficulties in enforcing foreign judgments against us, and our directors or our management.

Certain of our directors and management reside outside the United States. Most of our assets and such persons' assets are located outside the United States. As a result, it may be difficult or impossible for investors to effect service of process upon us within the United States or other jurisdictions, including judgments predicated upon the civil liability provisions of the U.S. federal securities laws.

In particular, investors should be aware that there is uncertainty as to whether the courts of Sweden or any other applicable jurisdictions would recognize and enforce judgments of U.S. courts obtained against us or our directors or our management predicated upon the civil liability provisions of the securities laws of the United States, or any state

in the United States or entertain original actions brought in Sweden or any other applicable jurisdictions courts against us, our directors or our management predicated upon the securities laws of the United States or any state in the United States.

Oatly Group AB is a holding company with no operations of its own and, as such, it depends on its subsidiaries for cash to fund its operations and expenses, including future dividend payments, if any.

As a holding company, our principal source of cash flows will be distributions or payments from our operating subsidiaries. Therefore, our ability to fund and conduct our business, service our debt and pay dividends, if any, in the future will depend on the ability of our subsidiaries and intermediate holding companies to make upstream cash distributions or payments to us, which may be impacted, for example, by their ability to generate sufficient cash flows or limitations on the ability to repatriate funds whether as a result of currency liquidity restrictions, monetary or exchange controls or otherwise. Our operating subsidiaries and intermediate holding companies are separate legal entities, and although they are directly or indirectly wholly owned and controlled by us, they have no obligation to make any funds available to us, whether in the form of loans, dividends or otherwise. To the extent the ability of any of our subsidiaries to distribute dividends or other payments to us is limited in any way, our ability to fund and conduct our business, service our debt and pay dividends, if any, could be harmed.

If we are treated as a passive foreign investment company, U.S. holders of our ordinary shares or ADSs subject to U.S. federal income tax may suffer material adverse tax consequences.

We would be classified as a passive foreign investment company ("PFIC") for any taxable year if, after the application of certain look-through rules, either: (1) 75% or more of our gross income for such year is "passive income" as defined in the relevant provisions of the Internal Revenue Code of 1986, as amended (the "Code"), or (2) 50% or more of the value of our assets, determined on the basis of a quarterly average, during such year is attributable to assets that produce or are held for the production of passive income. Based on our market capitalization, which fluctuates over time, and the composition of our income, assets and operations, we do not expect to be treated as a PFIC for the taxable year ended December 31, 2024. However, our status as a PFIC in any taxable year requires a factual determination that depends on, among other things, the composition of our income, assets, and activities in each year, and can only be made annually after the close of each taxable year. Moreover, the value of our assets for purposes of the PFIC determination may be determined by reference to the trading value of our ADSs, which could fluctuate significantly. In addition, it is possible that the U.S. Internal Revenue Service may take a contrary position with respect to our determination in any particular year. Therefore, there can be no assurance that we were not or will not be classified as a PFIC for the taxable year ended December 31, 2024, the current taxable year or for any past or future taxable year, and we have not obtained any legal opinion with respect to our PFIC status for our past, current or future taxable years. If we are treated as a PFIC for any taxable year during which a U.S. Holder (as defined in Item 10.E. "*Additional Information—Taxation—Material United States Federal Income Tax Considerations*") holds the ADSs, the U.S. Holder may be subject to material adverse tax consequences upon a sale, exchange, or other disposition of the ADSs, or upon the receipt of certain distributions in respect of the ADSs.

Certain elections may be available that would result in alternative treatments (such as qualified electing fund treatment or mark-to-market treatment) if we are considered a PFIC. We do not intend to provide the information necessary for U.S. Holders of our ADSs to make qualified electing fund elections, which, if available, would result in tax treatment different from the general tax treatment for an investment in a PFIC. If we are treated as a PFIC with respect to a U.S. Holder (as defined below in Item 10.E. "*Additional Information—Taxation—Material United States Federal Income Tax Considerations*") for any taxable year, the U.S. Holder will be deemed to own shares in any of our subsidiaries that are also PFICs. However, an election for mark-to-market treatment would likely not be available with respect to any such subsidiaries. U.S. Holders should consult their tax advisors about the potential application of the PFIC rules to their investment in the ADSs. For further discussion, see Item 10.E. "*Additional Information—Taxation—Material United States Federal Income Tax Considerations*".

If a United States person is treated as owning at least 10% of our shares, such holder may be subject to adverse U.S. federal income tax consequences.

If as a result of the ownership of ADSs, a United States person is treated as owning (directly, indirectly, or constructively) at least 10% of the value or voting power of our shares, such person may be treated as a "United States

shareholder" with respect to each "controlled foreign corporation" in our group. Because our group includes U.S. subsidiaries, certain of our non-U.S. subsidiaries could be treated as controlled foreign corporations (regardless of whether or not Oatly Group AB is treated as a controlled foreign corporation). A United States shareholder of a controlled foreign corporation may be required to report annually and include in its U.S. taxable income its pro rata share of "Subpart F income", "global intangible low-taxed income" and investments in U.S. property by controlled foreign corporations, regardless of whether or not the controlled foreign corporation makes any distributions. An individual that is a United States shareholder with respect to a controlled foreign corporation generally would not be allowed certain tax deductions or foreign tax credits that would be allowed to a United States shareholder that is a U.S. corporation. Failure to comply with these reporting obligations may subject a United States shareholder to significant monetary penalties and may prevent the statute of limitations with respect to such shareholder's federal income tax return for the year for which reporting was due from starting. We cannot provide any assurances that we will assist investors in determining whether we are or any of our non-U.S. subsidiaries is treated as a controlled foreign corporation or whether any investor is treated as a United States shareholder with respect to any such controlled foreign corporation, and we do not expect to furnish to any United States shareholders information that may be necessary to comply with the aforementioned reporting and tax paying obligations. The U.S. Internal Revenue Service has provided limited guidance on situations in which investors may rely on publicly available information to comply with their reporting and tax paying obligations with respect to foreign-controlled controlled foreign corporations. U.S. investors should consult its advisors regarding the potential application of these rules to an investment in us.

Changes in our tax rates or exposure to additional tax liabilities or assessments could affect our profitability, and audits by tax authorities could result in additional tax payments.

We are affected by various taxes imposed in different jurisdictions, including direct and indirect taxes imposed on our global activities. Significant judgment is required in determining our provisions for taxes, and there are many transactions and calculations where the ultimate tax determination is uncertain. The amount of tax we pay is subject to ongoing audits and assessments by tax authorities. If audits result in payments or assessments, our future results may include unfavorable adjustments to our tax liabilities, and we could be adversely affected. Any significant changes to the tax system in the jurisdictions where we operate could adversely affect our business, financial condition and results of operations.

Risks Related to our Indebtedness and Outstanding Convertible Notes

We have incurred substantial indebtedness that may decrease our business flexibility, access to capital, and/or increase our future borrowing costs.

In March and April 2023, we issued $300.0 million in aggregate principal amount of Original Convertible Notes in private offerings, of which $200.1 million were Swedish Notes and $99.9 million were U.S. Notes. In May 2023, we issued an additional $35.0 million in aggregate principal amount of HH Notes in a private offering. In addition, in April 2023, we incurred $130.0 million of indebtedness under a Term Loan B Credit Agreement (the "TLB Credit Agreement"). We also amended and restated our existing Sustainable Revolving Credit Facility Agreement (the "SRCF Agreement") documenting commitments of SEK 2,100.0 million (equivalent to $192.1 million), with an uncommitted incremental revolving facility option of up to SEK 500.0 million (equivalent to $45.7 million). Our current indebtedness and any future additional indebtedness may limit our ability to borrow additional funds for working capital, capital expenditures, acquisitions or other general business purposes, limit our ability to use our cash flows or obtain additional financing for future working capital, capital expenditures, acquisitions or other general business purposes, require us to use a substantial portion of our cash flows from operations to make debt service payments, limit our flexibility to plan for, or react to, changes in our business and industry, place us at a competitive disadvantage compared to our less-leverage competitors and increase our vulnerability to the impact of adverse economic and industry conditions. For further discussion, see Item 3.D. *"Key Information—Risk Factors—Risks Related to our Indebtedness and Outstanding Convertible Notes—Covenants in our debt agreements may restrict our operating activities and adversely affect our financial condition*".

We may from time to time seek to retire or purchase our outstanding debt, including the Convertible Notes, through cash purchases and/or exchanges for equity securities, in open market purchases, privately negotiated transactions or otherwise. Such repurchases or exchanges, if any, will depend on prevailing market conditions, our liquidity requirements, contractual restrictions, and other factors. The amounts involved in any such transactions,

individually or in the aggregate, may be material. Further, any such purchases or exchanges may result in us acquiring and retiring a substantial amount of such indebtedness, which could impact the trading liquidity of such indebtedness.

We may not be able to generate sufficient cash flows to service our outstanding debt and fund operations and may be forced to take other actions to satisfy our obligations under such debt.

Our ability to make scheduled payments on the principal of, to pay interest on, or to refinance our indebtedness will depend in part on our cash flows from operations, which depend upon the success of our products as well as regulatory, economic, financial, competitive, and other factors. We may not generate a level of cash flows from operations sufficient to permit us to meet our debt service obligations. If we are unable to generate sufficient cash flows from operations to service our debt, we may be required to sell assets, refinance all or a portion of our existing debt, obtain additional financing, or obtain additional equity capital on terms that may be onerous or highly dilutive. There can be no assurance that any refinancing will be possible or that any asset sales or additional financing can be completed on acceptable terms or at all.

The fundamental change provisions of the Convertible Notes may delay or prevent an otherwise beneficial asset disposition or takeover attempt of us.

Holders of the Convertible Notes have the right to require us to repurchase the Convertible Notes that each such Holder holds upon the occurrence of a Fundamental Change (as defined in the indentures governing the U.S. Notes and the HH Notes (the "Indentures") and in the Swedish Terms, together with the Indentures, the "Note Terms") or a Covered Disposition (as defined in the Note Terms) at a repurchase price equal to the greater of (i) 100% of the principal amount of the Convertible Notes to be repurchased, plus an applicable Make-Whole Amount (as defined below), and (ii) the as-converted value of the amount calculated pursuant to clause (i). Such repurchase payment shall be made in cash.

The "Make-Whole Amount" means, as of any given date and as applicable, connection with any Fundamental Change or Covered Disposition, an amount equal to the remaining scheduled payments of interest that would have been made on the Convertible Notes to be repurchased, had such Convertible Notes remained outstanding from the repurchase date through the maturity date of the Convertible Notes. Our obligation to repurchase the Convertible Notes may, in certain circumstances, delay or prevent an asset disposition or a takeover of us that might otherwise be beneficial to our equity holders.

Transactions relating to the Convertible Notes may dilute the ownership interests of holders of our ADSs or ordinary shares and may adversely impact the value of such securities.

The interest rate on the Convertible Notes is fixed at 9.25% per annum and is payable semi-annually in arrears on April 15 and October 15 of each year, beginning on October 15, 2023. While we have an option to pay interest in cash or in-kind, restrictions under our TLB Credit Agreement and SRCF prevent us from paying interest in cash for so long as those facilities are outstanding. As a result, we expect to pay interest in kind for the foreseeable future.

Pursuant to the terms of the Indenture governing the Original U.S. Notes and the Swedish Terms, the conversion price of the Convertible Notes (other than the HH Notes) was adjusted from $2.41 to $1.81 on March 23, 2024. On February 18, 2025, we completed the ADS Ratio Change. As a result of the ADS Ratio Change, the conversion price of the U.S. Notes (other than the HH Notes) was proportionately adjusted from $1.81 to $36.20. The conversion price of the U.S. Notes (other than the HH Notes) is subject to further adjustment if, on March 23, 2025, the average 30-day trailing VWAP of the ADSs times 1.17 (the "Second U.S. Reset Price") is lower than $36.20. If the Second U.S. Reset Price is lower than $36.20, then the conversion price for the U.S. Notes will become the greater of the (i) Second U.S. Reset Price and (ii) $27.20.

Because the Swedish Notes are convertible into ordinary shares rather than ADSs, the ADS Ratio Change did not affect the conversion price and conversion rate of the Swedish Notes. In order to ensure that the holders of the Swedish Notes remain in the same economic position as before the ADS Ratio Change and to preserve economic equivalency of the Swedish Notes with the Original U.S. Notes and the HH Notes, we, in accordance with the

Swedish Terms, will interpret the definition of "Daily VWAP" therein to assume the trading price of 1/20 of an ADS.

The conversion price of the Swedish Notes is subject to further adjustment if, on March 23, 2025, the average 30-day trailing VWAP of the ADSs (divided by 20) times 1.17 (the "Second Swedish Reset Price") is lower than $1.81. If the Second Swedish Reset Price is lower than $1.81, then the conversion rate will become the greater of the (i) Second Swedish Reset Price and (ii) $1.36.

Pursuant to the terms of the Indenture governing the HH Notes, the conversion price of the HH Notes was adjusted from $2.52 to $1.89 on March 23, 2024. As a result of the ADS Ratio Change, the conversion price of the HH Notes was proportionately adjusted from $1.89 to $37.80. Such conversion price is subject to further adjustment if, on March 23, 2025, the average 30-day trailing VWAP of the ADSs times 1.17 (the "Second HH Reset Price") is lower than $37.80. If the Second HH Reset Price is lower than $37.80, then the conversion price will become the greater of the (i) Second HH Reset Price and (ii) $28.20.

The conversion price adjustments under the Original U.S. Notes and the HH Notes, as well as the adjusted definition of "Daily VWAP" under the Swedish Terms, resulting from the ADS Ratio Change ensure the consideration received upon conversion of the Convertible Notes remains economically equivalent as immediately prior to the ADS Ratio Change.

The conversion rate will be subject to adjustment for certain customary events or distributions and is also subject to adjustment in the event that we conduct an offering of our equity or equity-linked securities at a discount of more than 5% to the trading price of our ADSs.

The conversion of the Convertible Notes at the election of their holders or, if certain conditions are met, at our election would result in the issuance of ordinary shares and ADSs, including pursuant to the payment of "payment-in-kind" interest and the foregoing adjustments that could have a material adverse effect on the value of our outstanding ordinary shares and ADSs. In addition, in the event that we are entitled to require the conversion of the Convertible Notes, we are also required to pay an amount equal to the amount of additional interest that would accrue under the Convertible Notes through their maturity.

Potential arbitrage or hedging strategies by purchasers of the Convertible Notes may affect the value of our ordinary shares and the conversion price for the Convertible Notes may negatively impact the value of our ADSs.

Purchasers of the Convertible Notes may employ, or seek to employ, an arbitrage strategy with respect to the Convertible Notes. Investors would typically implement such a strategy by selling short our ordinary shares or ADSs underlying the Convertible Notes and dynamically adjusting their short position while continuing to hold the Convertible Notes. Investors may also implement this type of strategy by entering into swaps on our ordinary shares or ADSs in lieu of or in addition to selling short our ordinary shares or ADSs. This activity could decrease (or reduce the size of any increase in) the market price of our ordinary shares or ADSs at that time. Additionally, the current trading price of our ADSs relative to the conversion price of the Convertible Notes may have a negative impact on the price of ADSs.

Covenants in our debt agreements may restrict our operating activities and adversely affect our financial condition.

The TLB Credit Agreement and the SRCF Agreement contain certain covenants, including negative covenants such as restrictions on indebtedness, liens, investments, acquisitions and asset disposals and financial covenants such as minimum EBITDA (including separate testing of the Group's Europe & International EBITDA), minimum liquidity and tangible solvency ratio. These covenants may limit our operational flexibility and our investment activities. Moreover, if we breach any of the covenants in such debt agreements, and such breach is not remedied within any applicable remedy period or otherwise waived, our lenders may accelerate the facilities and require us to repay the debt immediately, even in the absence of a payment default, and enforce security. If any financial covenant breach is cured by way of issuance of additional equity, our existing shareholders' ownership may be materially diluted. These

credit agreements include customary cross default provisions, pursuant to which a default under one of the agreements may trigger a default also under the other, effectively enabling the lenders under both agreements to accelerate the facilities and require us to repay the debt immediately, even in the absence of a payment default, and enforce security.

On February 14, 2024, the SRCF Agreement and TLB Credit Agreement were amended and restated to, among other things, (i) reset the financial covenant levels applying to the minimum EBITDA (including separate testing of the Group's Europe & International EBITDA), minimum liquidity and total net leverage ratio financial covenants and, in relation to the SRCF Agreement, the tangible solvency ratio financial covenant and (ii) revise certain financial definitions to permit additional adjustments for the purpose of the calculation of the financial covenants. On February 11, 2025, the SRCF Agreement and TLB Credit Agreement were amended and restated to, among other things, (i) reset certain financial covenant levels applying to the minimum liquidity financial covenant, (ii) revise certain financial definitions to permit additional adjustments for the purpose of the calculation of certain financial covenants, including in relation to certain costs relating to the discontinuance of certain of the Group's manufacturing facilities and (iii) provide certain flexibility for disposals of assets relating to the relevant manufacturing facilities. There is no guarantee that our lenders will agree to similar amendments or a waiver of any of our covenants in the future.

In addition, the Note Terms contain covenants limiting our ability to incur additional debt other than certain debt permitted under the original TLB Credit Agreement (without giving effect to any future amendment thereof), issue preferred stock, and incur convertible debt or subordinated debt, in each case without the consent of the holders of a majority of the Convertible Notes (as determined pursuant to the applicable Note Terms).

Any default under any of the covenants in our debt agreements may have a material adverse effect on our financial condition, our results of operations, our ability to meet our obligations, and the market value of our ADSs.

General Risk Factors

We cannot assure you that a market for our ADSs will be sustained to provide adequate liquidity, and public trading markets have experienced, and may continue to experience, volatility. Investors may not be able to resell their ADSs at or above the price they pay.

We cannot assure you that an active trading market will be sustained for our ADSs. If a market is not sustained, it may be difficult for you to sell your ADSs. Public trading markets may also experience volatility and disruption. This may affect the pricing of the ADSs in the secondary market, the transparency and availability of trading prices, the liquidity of the ADSs and the extent of regulation applicable to us. We cannot predict the prices at which our ADSs will trade. It is possible that, in future quarters, our results of operations may be below the expectations of securities analysts and investors. As a result of these and other factors, the price of our ADSs may decline.

If securities or industry analysts cease publishing research or reports about us, our business or our market, or if they change their recommendations regarding our ADSs adversely, the price and trading volume of our ADSs could decline.

The trading market for our ADSs is influenced by the research and reports that industry or securities analysts publish about us, our business, our market or our competitors. If any of the securities or industry analysts who cover us or may cover us in the future change their recommendation regarding our ADSs adversely, or provide more favorable relative recommendations about our competitors, the price of our ADSs would likely decline. If any securities or industry analyst who covers us or may cover us in the future were to cease coverage of us or fail to regularly publish reports on us, we could lose visibility in the financial markets, which in turn could cause the price or trading volume of our ADSs to decline.

We continue to incur increased costs as a result of operating as a public company, and our management is required to devote substantial time to new compliance initiatives and corporate governance practices.

As a public company, and particularly since we are no longer an emerging growth company, we continue to incur significant legal, accounting and other expenses. The Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the listing requirements of Nasdaq and other applicable securities rules and regulations

impose various requirements on public companies, including establishment and maintenance of effective disclosure and financial controls and corporate governance practices. Our management and other personnel continue to devote a substantial amount of time to these compliance initiatives. Moreover, these rules and regulations will continue to increase our legal and financial compliance costs and will make some activities more time-consuming and costly. For example, these rules and regulations may make it more difficult and more expensive for us to obtain director and officer liability insurance, and could also make it more difficult for us to attract and retain qualified members of our Board of Directors. As a public company we face increased demand for more detailed and more frequent reporting on environmental, social and corporate governance reports and disclosure. In addition, the SEC has approved rules that would require public companies, including foreign private issuers, to include extensive climate-related disclosures in their SEC filings. While we are still assessing the scope and impact of this rule given how recently it was adopted, we anticipate that this rule, as well as other ESG and sustainability-related regulation and legislation, may require us to incur significant additional costs to comply.

We continue to evaluate these rules and regulations and cannot predict or estimate the amount of additional costs we may incur or the timing of such costs. These rules and regulations are often subject to varying interpretations, in many cases due to their lack of specificity, and, as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices.

This Annual Report is the third annual report in which we are required to comply with the SEC's rules implementing Sections 302 and 404 of the Sarbanes-Oxley Act, which requires management to certify financial and other information in our annual reports and provide an annual management report on the effectiveness of control over financial reporting. Additionally, as we are no longer an emerging growth company and now qualify as an accelerated filer, we must include an attestation report on internal control over financial reporting issued by our independent registered public accounting firm in this Annual Report.

To assess the effectiveness of our disclosure controls and procedures and our internal control over financial reporting, we expect that we will need to continue enhancing existing and implement new financial reporting and management systems, procedures and controls to manage our business effectively and support our growth in the future. The process of evaluating our internal control over financial reporting will require an investment of substantial time and resources, including by our Chief Financial Officer and other members of our senior management. As a result, this process may divert internal resources and take a significant amount of time and effort to complete. As more fully described under Item 15. "*Controls and Procedures*" of this Annual Report, although improvements were made during 2024, we have not remediated the material weakness previously disclosed in our Annual Report for the year ended December 31, 2023, and, for the year ended December 31, 2024, we and our independent registered public accounting firm also identified a new material weakness in our IT control environment and our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were not effective for such period. Additionally, our management may in the future conclude that our internal control over financial reporting is not effective due to our failure to remediate existing identified material weaknesses or if we identify additional material weaknesses, which would require us to employ remedial actions to implement effective controls.

For further discussion on the risks associated with the compliance costs of remediating the material weakness in, and establishing and maintaining, effective internal control over financial reporting, as well as other related risks, see Item 3.D. "*Key Information—Risk Factors—Risks Related to the Ownership of Our ADSs—We have previously identified material weaknesses in our internal control environment. If we are unable to remediate any material weakness, or if other control deficiencies are identified, we may not be able to report our financial results accurately, prevent fraud or file our periodic reports as a public company in a timely manner*".

Item 4. Information on the Company.

A. History and Development of the Company

At the beginning of the 1990s, a group of scientists at Lund University set out to make a dairy alternative that would be fit for human nutrition and could replace the traditional cow's product, without sacrificing the dairy experience. They found the solution in the base crop of oats, which are generally globally plentiful, familiar across cuisines, require low-input resources relative to livestock and contain healthy fibers. They developed a proprietary,

patented process centered on using enzymes to break down oats into tasty nutritionally-relevant products, while retaining key fibers, leading to the launch of the world's first oatmilk in 1995. This core oat technology, as further developed, continues to be the base for the majority of our products today.

We launched the first oatmilk product under the Oatly brand in 2001. We continued to develop our portfolio of products over subsequent years, including frozen desserts and cooking cream. In 2006, we set up the first Oatly factory in Landskrona, Sweden. In 2012 Oatly embarked on a journey to build a different type of food company supported by an unconventional approach to brand and commercial strategy. We established Oatly as an organization that is committed to improving the lives of individuals and the well-being of the planet and believe we can achieve this through the push for a more sustainable food system.

Since activating our company-wide rebrand, demand for Oatly products has grown rapidly. Between 2016 and 2018, we expanded our global footprint by re-launching in the United Kingdom, expanding in grocery trade in Germany and entering the United States and China. Since then, we have expanded our presence into several new European countries, including France, Italy and Spain. We have also recently expanded into several international markets. As of the end of 2024, our products are available in over 50 countries worldwide.

To date, we have made substantial investments to scale our production capacity and meet consumer demand including production facilities in the United States (Millville, New Jersey and Ogden, Utah), the Netherlands (Vlissingen) and China (Ma'anshan). In 2023 we continued to focus on our asset-light production model following our long-term strategic partnership agreement with YYF in late 2022 to enable our Ogden, Utah facility to be converted to a hybrid manufacturing. During the fourth quarter 2023, continuing with our asset-light production model, we decided to discontinue the construction of our production facilities in Peterborough, UK and Dallas-Fort Worth, Texas. In 2024, we also decided to close our production facility in Singapore and discontinued the construction of our second production facility in China. We believe our asset-light production model will allow us to continue to meet growing customer demand and enable increased focus while being efficient with our capital and costs.

We were founded in 1994, and our current holding company was incorporated on October 5, 2016, and was registered with the Swedish Companies Registration Office on October 20, 2016. Our legal name is Oatly Group AB and our commercial name is Oatly. Our principal executive offices are located at Ångfärjekajen 8, 211 19 Malmö, Sweden. Our telephone number at this address is +46 418 475500. Our website address is *https://www.oatly.com*. The information contained on, or that can be accessed through, our website is not a part of, and shall not be incorporated by reference into, this Annual Report. We have included our website address as an inactive textual reference only. The SEC maintains an internet site that contains reports, proxy and information statements, and other information regarding issuers, including us, that file electronically with the SEC at *www.sec.gov*. Our agent for service of process in the United States is Corporation Service Company, and its address is 19 West 44th Street, Suite 200, New York, New York 10036.

For a description of our principal capital expenditures and divestitures for the three years ended December 31, 2024 and for those currently in progress, see Item 5. "*Operating and Financial Review and Prospects*".

B. Business Overview

Our Company

We are the world's original and largest oatmilk company. For over 30 years, we have focused on developing expertise around oats: a global power crop with inherent properties suited for sustainability and human health. Our commitment to oats has resulted in core technical advancements that enabled us to provide alternatives to a wide variety of dairy products, including milks, ice cream, yogurt, cooking creams, spreads and on-the-go drinks. We are utilizing this technical expertise to disrupt the global dairy industry, which Euromonitor estimated generated $590 billion in retail sales in 2024. We are driving this disruption by encouraging consumers to reassess the impacts that their food choices have on the climate and environment. We position our brand to benefit from the trend of consumers choosing plant-based foods as an alternative to animal-based ones.

Sustainability is at the core of our business. In general, oatmilk leads to fewer greenhouse gas emissions compared to cow's milk. Based on certain product-level calculations we have commissioned in Europe and in the

United States, and based on additional studies, we generally see that oatmilk products can have a significantly lower climate (CO_2 equivalent) impact relative to comparable dairy products.

Our Industry and Opportunity

We participate in the large global dairy industry, which consists of milk, ice cream and frozen desserts, yogurt, cream, cheese and other dairy products. The global plant-based dairy industry retail sales were estimated to be $21 billion in 2024, according to Euromonitor, which represents approximately 5% growth compared to 2023 and approximately 4% of the global dairy industry retail sales. We believe that foodservice also represents a significant opportunity for us, which we believe expands the total addressable market even further.

In recent years, oat-based alternatives have grown faster than both dairy and other plant-based dairy products across a variety of geographies and product categories. We believe plant-based dairy, especially oat-based dairy, has the potential to continue to experience growth driven by multiple secular tailwinds, listed below, whose impact and importance vary across geographies and generations:

- ***Sustainability as important factors in driving behavioral change and consumer choice.*** Consumers are increasingly aware of the environmental benefits of plant-based dairy. For example, in general, compared to dairy products, plant-based dairy products have a lower environmental impact in respect of greenhouse gas emissions, land and water usage.
- ***Younger generations increasingly seek out brands that connect with their core values***. We have seen that younger consumers are looking for companies to advance progress on important issues within and outside of their operational footprint. We believe our brand and our company's actions align well with many of the values that younger consumers find important.
- ***Growing consumer demand for oat-based dairy***. European retail sales data shows that oatmilk is the driving force behind the increasing consumer demand for plant-based dairy products. We believe that oats are a crop uniquely positioned to achieve the goal of a better dairy portfolio, including:
  - *Environmental sustainability characteristics of oats*: Oats require relatively lower inputs compared to many other agricultural crops and is suitable for cultivation under crop rotation regimes, which can have positive impacts on soil.
  - *Flexible within the supply chain*: Oats provide a longer raw ingredient shelf life compared to dairy, while also offering a competitive price structure compared to some other plant-based dairy crops.
  - *Widely accessible to a range of eaters*: Oats do not contain some common allergens present in other plant and nut-based products; they have a neutral taste profile, making them attractive for a wide variety of plant-based dairy use cases.
  - *Nutritional advantages*: Oats have a balanced macro-nutritional profile containing dietary fiber including beta-glucans, easily digestible protein, and a favourable fat profile low in saturated and high in unsaturated fatty acids.
  - *Cultural advantages*: Oats are regularly consumed by many cultures and are common across global cuisines.

Our Competitive Strengths

We believe that the following strengths differentiate us from our competitors and enable us to grow our leading market position and drive continued success, while staying committed to our sustainability priorities.

Purpose-Driven to Create a Plant-Based Sustainable Food System

Oatly is an organization that is focused on people and the planet. Sustainability is at the core of our business and a part of our strategic decision-making across the value chain. For example, we are the first company in Europe to

utilize a fleet of heavy-duty electric trucks for true commercial routes. Rooted and validated through our research, we believe the growth of our products can help to address some of society's greatest challenges concerning the climate, environment, human health and lifestyle.

Market-Leading Product Portfolio Disrupting the Global Dairy Market

We have demonstrated global commercial success through our expansion into more than 50 countries across five continents, becoming the top-selling oatmilk brand across multiple key markets. Our loyal consumer base has supported and driven our extension beyond just the plant-based milk category, and we currently have a broad product portfolio across multiple categories that includes frozen desserts, creams and on-the-go drinks.

Authentic Brand Beloved by Consumers

Creativity is at the center of the Oatly brand. Through the efforts of our authentic in-house creative team, we have cultivated a consumer base that is highly aligned with our ambitions. We believe our strong resonance with consumers will further propel our growth. Our consumer relations function supports initiatives and hosts events within our communities, driving our ability to initiate dialogue across regions, cultures and among a rapidly expanding customer base.

Strong Innovation Capabilities Grounded in Over 30 Years of Swedish Science, Patented Technologies, Craftsmanship and Oat Expertise

Oatly was founded by food scientists on a mission to create a nutritionally-relevant alternative to traditional dairy. Through more than 30 years of research and development, we have developed a proprietary liquid oat base production technology that leverages patented enzymatic processes to turn oats into a nutritious, great tasting liquid product. Our patents are supplemented with and protected by decades of production craftsmanship and a global research and innovation organization that continues to evolve the technology to achieve new and unique functionalities.

Our production processes are built from our deep understanding of our raw materials and we work closely with our suppliers to ensure quality and sustainable sourcing. Our global Food Innovation, Science and Technology teams in Sweden, complemented by innovation and technical product management in the United States, Europe and China, are also continuously testing new and alternative formulations, ingredients and process technologies to those we currently use to make our products, to enhance and expand our product portfolio in drinks as well as dairy adjacencies. We have partnerships with industry and academic experts to analyze the genomic diversity of oats and identify naturally occurring variances to help us improve on product ingredient qualities, sensorial properties and agronomic performance. We believe our research and innovation capabilities enable us to deliver on our promise of sustainable, delicious quality products.

Multi-Channel Distribution Led by Proven Foodservice Strategy

Our successful channel expansion and execution across geographies starts with our foodservice-led market entry strategy that builds awareness of our brand and products. Consumers discover Oatly in a trusted environment such as an expertly brewed cup of coffee or cappuccino from their favorite coffee shop. We believe that quality product experience can lead to individual purchases of our products at a grocery store, and that it is difficult for our competitors to replicate this strategy given the foodservice channel's fragmented and opaque distribution network, especially without teams on-the-ground to help better understand the nuances of this channel. For example, our barista relationships have helped us better understand the coffee sub-channel.

Achieving Profitability with our Global Production Footprint

Our global production footprint spans three continents, utilizing three main production models to meet global demand for our products: co-manufacturing, hybrid and end-to-end self-manufacturing. Each of our manufacturing plants uses one of these production models based on how it can best support the Company's growth and profitability goals. The Company previously announced that it was adapting its supply chain network strategy, manufacturing

capacity and organizational structure in order to prepare for the next phase of growth. The framework for our supply chain network strategy is focused on directing our investments to existing manufacturing facilities to achieve the right amount of capacity when we need it while being efficient with our capital expenditures and costs. These actions have reduced, and are expected to continue to reduce, our capital expenditures and have a positive effect on our expected cash flows. We believe this asset-light strategy will help us increase the agility of the Company and achieve profitability.

Our Growth Strategies

Our goal is to drive continued, sustainable growth and strong financial performance by executing on the following strategies:

Expand Consumer Base through Increased Awareness and Plant-Based Dairy Category Growth

We believe the plant-based dairy market is still in its infancy. According to Euromonitor, our largest end market (as measured by 2024 net sales) is the United States, where the share of plant-based milks is 13% of plant-based milk and dairy milk volumes, while Germany and the United Kingdom, our second and third largest end markets, are only 11% and 6%, respectively. We believe there is an opportunity for plant-based milks to increase their respective shares of the dairy market in these countries as well as others. We believe the ability to share the Oatly story with a broader audience is critical to the success of our mission to drive greater plant-based consumption.

We are helping to break down the barriers to adopting plant-based dairy by engaging consumers with our brand. Oatly's success across each of our markets has been partly driven by our brand's focus on sustainability, and we believe that focus, along with an increased focus on taste, will enable us to continue converting dairy consumers into Oatly consumers.

Expand Presence Across Channels

We believe we can continue to grow in existing markets by improving current sales and expanding our presence across product categories with existing customers, as well as signing new customers across multiple channels. With our current production capacity we believe we are well-positioned to capitalize on the whitespace to further expand our foodservice, retail and e-commerce footprints.

Extend Product Offerings through Innovation

We strive to continuously improve our products in order to deliver more innovative, nutritious, sustainable and delicious oat-based products. We have ambitious, long-term innovation goals, which we believe will lead to sustained market leadership to deliver competitively distinct products.

While the types of products we offer are similar in each geography, we tailor our products to local regulations and local consumer demands to help facilitate consumers' transition from dairy products to Oatly.

Expand our Presence in Expansion Markets

In the past several years, we have entered several new markets. These include European markets such as Spain, Ireland, Denmark, and France, and others such as South Africa, Egypt, Kuwait, Jordan, Chile, Costa Rica, and Mexico, among others (collectively, our "Expansion Markets"). In most instances, we facilitate our entry into new markets by leveraging our existing commercial organization and production footprint. We believe our established global presence and proven foodservice-led execution exemplify our ability to successfully enter new markets and expand. We believe these Expansion Markets will help us drive growth and convert consumers from dairy products to Oatly.

Drive Asset-Light Production Capacity Expansion

We operate five production facilities as of December 31, 2024. Our strategy is to expand our production capabilities across each of our segments through an asset-light model, which includes a higher mix of our hybrid

manufacturing model. For example, consistent with such strategy, in Asia, we decided to close our manufacturing facility in Singapore and discontinued the construction of our second production facility in China, which we refer to as "Asia III". We believe that such an asset-light production model enables us to adequately service our customers while reducing complexity and capital intensity, and to better focus on margin improvement.

Product Overview

Our Products

We offer a range of plant-based dairy products made from oats. The foundation for all these products is our proprietary oat base technology, which mimics nature's own process and turns fiber-rich oats into products that are designed for humans.

Oatmilk. Our oatmilk products have multiple fat and sugar profiles and flavors that mirror the traditional dairy products that consumers expect. For instance, in the United States, our oatmilk portfolio includes Original, Low-Fat, Full-Fat, Chocolate Flavored, Unsweetened and Super Basic, and such products are offered in both ambient (shelf-stable) and chilled packaging. The benefit of our ambient packaging is that such products can be stored at room temperature, which makes them better suited for shipping to coffee shops, cafes and other foodservice locations. Ambient formats are also sold in retail and e-commerce channels in all of our segments.

Barista Edition Oatmilk. Our Barista Edition oatmilk is our best-selling product globally. It uses specific proprietary oat base technology, which improves solubility, creaminess and foamability, and as a result, we believe it serves as an exceptional complement to espresso and coffee drinks. Our Barista Edition is also great for baking and cooking and can be enjoyed on its own.

Oatgurt. Our Oatgurts utilize our oat base technology to mimic the consistency of yogurt, as they are thick and "spoonable." Our first Oatgurts were pourable, smooth and flavored yogurts launched in the Nordics to fit local consumer tastes. Since then, we launched a product line in the United Kingdom in cup format.

Frozen desserts. Our frozen desserts are created using our core oat base technology, which provides a foundational creaminess and reduces the need for sugar and other mix-in ingredients commonly found in dairy alternative ice creams.

Cooking. We offer a wide range of cooking products including regular and organic Cooking Cream and Crème Fraiche, Whipping Cream, Vanilla Custard and Spreads in a variety of flavors. Our offerings vary by region to accommodate to local cuisines and preferences.

Ready-to-drink. Our range of on-the-go drinks delivers novel flavor experiences and product packaging in smaller formats. These products can be found at grocery stores, convenience store outlets and more across our global markets.

Product Standards

To enhance the credibility of our products, we obtain a number of third-party product certifications. For example certifications that depend on and vary across geographies and product groups include: dairy-free, soy-free, gluten-free, nut-free, non-genetically modified organism ("GMO"), organic, kosher and glyphosate free certifications.

Innovation

Since inception, our innovation goal has been to build the best possible form of milk and other dairy products for humans and our planet. Through our more than 30-year history of making oat products, we have developed a deep expertise around oats and production craftsmanship. We believe we are well positioned to leverage science to address key societal problems and maintain our market leadership in plant-based dairy.

Today, we have our global Food Innovation, Science and Technology teams in Sweden, complemented by innovation and technical product management staff in the United States, Europe and China. To further strengthen our capabilities we partner with leading scientists and industry experts to ensure we stay at the forefront of oat expertise and human health. Through this set-up, we are efficiently building deep technology know-how and expertise, as well as ensuring that our products are developed close to consumers, according to locally relevant consumer preferences. Given one of our key focuses is building a broad and relevant product portfolio within plant-based dairy, we continuously explore and enter new product categories, making the change to plant-based easy for the consumers. We strive to create great, sustainable, delicious and nutritious food with optimal taste, functionality and texture.

Advertising and Creative

Through a bold advertising strategy, we amplify what our brand stands for and use our company voice in service of our mission to drive greater plant-based consumption.

Our advertising content is created or directed in-house, ensuring a consistent brand message across regions and product lines. Our advertisements can be found across a variety of platforms, including out-of-home locations, for example billboards, signage, bus and train banners and large-scale printed murals and print media, such as newspapers and magazines. We intend to continue to invest in our brand by adding additional media platforms. We also regard our packaging as a valuable way to develop a dialogue with our consumers and foster an added long-standing relationship as they are enjoying the product. We have highly engaged social media followings and utilize platforms including TikTok, Instagram, Facebook, X (formerly Twitter), LinkedIn and YouTube, among others, to further engage with our consumers.

Channels / Customers

Our diversified portfolio of products is available in more than 50 countries across five continents through a variety of channels, including foodservice, food retail and e-commerce. Each market in which we operate has its own distinct customer landscape and channel mix. We believe the strength of our brand in an on-trend category makes us an attractive partner for customers.

In fiscal year 2024, the retail channel accounted for approximately 61.2% of our revenue, the foodservice channel accounted for approximately 35.1% of our revenue, and other accounted for approximately 3.7% of our revenue.

In fiscal year 2024, we had a customer that accounted for approximately 10% of our annual revenue.

Supply Chain Operations

The core goal of our Supply Chain Operations team is to operate and evolve a proprietary, global footprint with a positive bottom-line, while efficiently and sustainably utilizing resources. Relative to our growth, we aim to reduce our greenhouse gas emissions through logistical and sourcing efficiencies, minimize our scrap material use and minimize our by-product waste. As we and the demand for our products grow, we continue to strategically consider how we can further improve on our supply chain optimization. The Company previously announced that it was adapting its supply chain network strategy, manufacturing capacity and organizational structure in order to prepare for the next phase of growth. The framework for the supply chain network strategy is centered on focusing investments on Oatly's proprietary oat base technology and capacity. These actions have reduced, and are expected to continue to reduce, our capital expenditures and have a positive effect on our expected cash flows.

Sourcing Oats, Ingredients and Packaging

The production process begins with the sourcing of our inputs. Sourcing of oats, packaging and other raw materials and ingredients for our products is managed by close collaboration between the corporate-level and the regional teams to leverage the scale and global nature of our operations, maximizing the adaptability of supply chain operations and taking account of sustainability considerations.

- ***Sourcing oats.*** We have built relationships with key oat suppliers to source our oats. We secure our oat supply and capacity regionally to seek to minimize transportation distance and expenses. In key

sourcing regions, we work with select farmers to implement sustainable agricultural strategies for oat cultivation.

•***Packaging.*** We source packaging materials from global suppliers with regional footprints. For specialized packaging materials, we may use regional suppliers that utilize innovative materials and to minimize transportation distance and expenses.

•***Rapeseed oil and other strategic ingredients.*** We source non-GMO, low erucic rapeseed oil. For our products produced in Europe & International, we source from within the EU, and for products produced in the North America, we source from Canada and for products produced in Greater China, we source from China.

•We generally source our non-strategic ingredients, such as salt and sugar, regionally.

Our Oat Suppliers

We have agreements in place with each of our oat suppliers and believe that the terms contained in these agreements are customary for such suppliers in our industry. Under each of these agreements, we are required to provide forecasts of our anticipated needs for certain periods of time to assess the supply we will require for the upcoming term, and the oats supplied under each of these agreements are subject to certain quality control requirements and terms regarding sustainability matters. Oat prices and other ingredients such as rapeseed oil are normally agreed to annually with our suppliers for the following year based on the outcome of the current year harvest. The price of raw oats and other ingredients such as rapeseed are volatile and depend on several factors: the result of the harvest in the different parts of the world we source from and other market factors such as world market price and other macroeconomic and geopolitical factors.

Production Process Overview

The Oatly production process consists of the following key steps, beginning with our core science and oat base technology:

•***Manufacturing our proprietary oat base.*** The premise of our patented oat base technology is an enzymatic process that closely mirrors the human body's process used to breakdown starches. Oats are cleaned, dehulled and heated to groats, which then undergo our patented enzymatic processing to form the basis of our core oat base. This process allows us to achieve a robust macro-nutritional profile with soluble dietary fibers (beta-glucans), stable composition, and functional character of foamability and texture. We manage all of our oat base manufacturing facilities globally. This allows us to minimize the risk of infringement of our IP rights.

•***Transporting the oat base to a filling plant, where applicable.*** In instances where we are using a co-manufacturer, we transport the oat base to a filling plant, either by a pipeline to a nearby filling plant or by a tanker truck to co-manufacturers, who assist us with mixing and filling.

•***Turning oat base into finished products.*** In the mixing and filling stages, we turn oat base into the variety of products that we sell. This process takes on different forms based on the end product. For our oatmilks, we add water and other ingredients, such as flavors and vitamins to our oat base, which are mixed together to become an Oatly formula. The product is then Ultra-High Temperature ("UHT") treated and stored in a sterile tank until packaged in different formats and sizes.

•***Delivering products to fulfillment warehouses.*** We then take the finished products to fulfillment warehouses, where they will be distributed to our customers.

•***Ensuring quality.*** We strive to ensure that our products meet both externally mandated quality control regulations and standards, as well as internally established quality standards through a framework of procedures.

Production Models

We utilize three main production models to meet global demand for our products: co-manufacturing, hybrid and end-to-end self-manufacturing. In our co-manufacturing model, we transport our oat base through tanker trucks to our third-party partners for filling and mixing. In our hybrid solution, we transport our oat base through pipelines to a physically adjacent plant operated by our third-party partners for filling and mixing. Using an end-to-end self-manufacturing model, we produce the oat base, mix and fill the products at a single Oatly-owned and operated facility. As noted above, we have initiated several strategic actions to adapt our supply chain network strategy and simplify the organizational structure in order to prepare for the next phase of growth. We believe these actions will increase the agility of the organization and drive profitability with a more asset-light strategy.

For the year ended December 31, 2024, approximately 5% of our products were produced through the co-manufacturing model, 63% through a hybrid model and 32% through our own end-to-end self-manufacturing.

Geographic Footprint

We have strategically built our manufacturing facilities to be in close proximity to our consumers as well as our co-manufacturers, where possible. This allows us to reduce our transportation costs, which can help us to lower our environmental impact and can drive production efficiencies and cost savings. For a description of the principal markets in which we operate, which are Europe & International, Greater China and North America, including a breakdown of revenues by category of activity and geographic market for each of the last three fiscal years, see Item 5. "*Operating and Financial Review and Prospects*" of this Annual Report.

We have grown our production facilities from one site in Sweden in 2018, to five across Europe, the United States and Asia as of December 31, 2024. At year end 2024, we had technically available capacity of approximately 900 million liters of finished goods equivalent of oat base, which does not include capacity that was previously available in our manufacturing facility in Singapore.

Distribution and Freight Execution

Our warehousing network is purposefully designed to optimize proximity to our production facilities and to our customers in order to seek to minimize costs and environmental impacts. We expect to continue to see a blend of electric, train, bio-gas and other more sustainable logistics solutions on our routes over time. We leverage a range of logistics and distribution solutions to meet the requirements of each geographic market, including: direct distribution, exclusive distribution, distribution agents and e-commerce. The system that we use in a specific region depends on a number of factors, including market potential, maturity and associated risks.

Our Organization and People

Our organizational development is led by our People and Transformation team, whose goal is to institutionalize the principles of flexibility, innovation and continuous learning in our work environment. We invest in programming and resources that promote individual, cultural, structural and process changes towards our goals. To meet our sustainability objectives, we need the expertise of a diverse group of coworkers who feel that they work in a safe, inclusive and empowering environment, are compensated equitably for their work and protected from discrimination of any kind.

We aim to apply our employment policies and practice in full compliance with applicable national and local fair employment laws, including those relating to compensation, benefits, transfer, retention, termination, training, career development opportunities and social and recreational programs. We also conduct ongoing Diversity, Equity and Inclusion ("DEI") work to ensure that we are fostering an inclusive and collaborative workplace environment. For example, we conduct employee surveys on a regular basis to gather employee feedback on our DEI practices to ensure no one has or is currently experiencing discrimination. We also identify and drive appropriate regional DEI programs led by our local employee groups, to ensure they reflect the cultural and legal requirements in each such market.

Competition

While we operate in a highly competitive market, we believe that our position as category creator, our commercial performance, brand equity, science and innovation practice, and organizational approach differentiate us and help us maintain market leading positions, despite generally having a higher price point, fewer promotions, and limited distribution. Our competitors include consumer packaged goods companies such as Danone, PepsiCo and Coca-Cola, dairy companies and brands, such as Lactalis, Fonterra, Arla Foods, Chobani, Dean Foods and Lactaid (owned by Johnson & Johnson), plant-based dairy companies, such as Blue Diamond Growers, Califia Farms, Planet Oat, Ripple Foods, Oatside and Ecotone, new market entrants building lab-based products and private-label brands. We believe the principal competitive factors in our industry include:

- brand equity and consumer relationships;
- product experience, including taste, functionality and texture;
- nutritional profile and dietary attributes;
- sustainability of supply chain, including raw materials;
- quality and type of ingredients;
- distribution and product availability;
- pricing competitiveness; and
- product packaging.

We believe it is important to have strong presence across multiple channels to effectively compete. We have been successful across retail, including grocery stores and supermarkets, foodservice, including coffee shops, cafés, restaurants and fast food, and e-commerce, both direct-to-consumer and through third-party platforms. Through this channel diversification, we are able to reach a broad consumer audience and appeal to the mainstream, while being able to shift product between channels in times of market disruption.

Even though we operate in a highly competitive industry, we believe that we effectively compete with respect to each of the above factors. However, many companies in our industry have substantially greater financial resources, longer operating histories, broader product portfolios, broader market presence, longer standing relationships with distributors and suppliers, larger production and distribution capabilities, and higher measures of household penetration or brand recognition on an absolute level.

Intellectual Property

We own domestic and international trademarks and other proprietary rights that are important to our business. We believe the protection of our trademarks, designs, copyrights, patents, domain names, trade dress and trade secrets are important to our success and have a global approach to protecting our trademarks, designs, patents and other intellectual property rights.

Our trademarks are valuable assets that reinforce the distinctiveness of our brand to our consumers. Depending upon the jurisdiction, trademarks are valid as long as they are used in the regular course of trade and/or their registrations are properly maintained. Our primary trademarks are OATLY, WOW NO COW and POST MILK GENERATION, all of which are registered or pending registration in the United States and approximately 70 other countries in the world. In addition, we strive to protect key branding elements of our marketing, signaling the commercial origin of our products and services. As of December 31, 2024, we owned 49 registered trademarks and eight pending trademark applications in the United States and around 2,090 registered trademarks, pending trademark applications or designations under the Madrid protocol globally. We take an active approach in defending and expanding the scope of protection of our trademarks with a vigilant global trademark watch. We further take decisive action against potential infringers both when it comes to registrations and actual use of marks confusingly similar to our trademarks.

Our patent portfolio aims to protect our oat base technology, as well as specific product recipes when relevant. The majority of our patents and patent applications cover our Barista Edition and oat drink products, but we also have patent families within categories such as gurt, soft serve, and our oat base residue. As of December 31, 2024, we owned one issued patent and 15 pending patent applications in the United States and more than 130 issued patents and pending patent applications globally.

We wish to keep confidential the specifics of our marketing, promotions and products, as well as proprietary information related to formulas, processes, know-how and methods used in our production and manufacturing and seek to protect all such information as trade secrets.

Seasonality

To date, we have not experienced pronounced seasonality, but such fluctuations may have been masked by our historical growth and macroeconomic trends, including higher inflation. As the Group continues to grow, including the relative size of our markets, we expect to see additional seasonality effects, especially within the food retail channel, with revenue contribution from this channel tending to be linked with holiday season periods. For example, the Lunar New Year one week celebration occurring in the first quarter of the calendar year has resulted in lower volumes sold in the Asia region compared to the remaining quarterly periods of the year.

Government Regulation

Regulation of Conventional Food Products in the United States

Our products are regulated in the U.S. as conventional foods. As a manufacturer and distributor of food products, we, along with our distributors and ingredients and packaging suppliers, are subject to extensive laws and regulations by U.S. federal, state and local government authorities, including, among others, the FTC, the FDA, the USDA, the EPA, the OSHA and similar state and local agencies. Under various statutes, these agencies regulate the manufacturing, preparation, quality control, import, export, packaging, labeling, storage, recordkeeping, marketing, advertising, promotion, distribution, safety, and/or adverse event reporting of conventional foods. In the United States, conventional food manufacturers must adhere to CGMP and other standards requirements applicable to the production and distribution of conventional food products. In addition, we manufacture some of our products pursuant to special certification programs such as those for organic, kosher and non-GMO products, among others, and we must comply with strict standards imposed by federal, state and third-party certifying organizations with respect to these types of products and labeling claims.

The FDA regulates food products pursuant to the Federal Food, Drug, and Cosmetic Act and its implementing regulations. In addition, pursuant to FSMA, the FDA promulgates requirements intended to enhance food safety and prevent food contamination, including more frequent inspections and increased recordkeeping and traceability requirements. The FSMA also requires that imported foods adhere to the same quality standards as domestic foods, and provides the FDA with mandatory recall authority over food products that are mislabeled or misbranded. In addition, the FDA requires that certain nutrient and product information appear on product labels and that the labels and labeling be truthful and not misleading. Similarly, the FTC requires that marketing and advertising claims be truthful, not misleading, not deceptive and substantiated by adequate scientific data. We are also restricted from making certain claims about our products without prior FDA approval, such as health claims or claims that our products treat, cure, mitigate or prevent disease (i.e., drug claims).

Products that do not comply with applicable governmental or third-party regulations and standards may be considered adulterated or misbranded and subject, but not limited, to, warning or untitled letters, product withdrawals or recalls, product seizures, relabeling or repackaging, total or partial suspensions of manufacturing or distribution. and import holds. Food product manufacturers and distributors that do not comply with applicable governmental or third-party regulations and standards may be issued injunctions, fines, civil penalties or face criminal prosecution.

Food production is also highly regulated by food safety laws and regulations. In the U.S., the FDA requires that facilities that manufacture food products comply with a range of requirements, including hazard analysis and

preventative controls regulations, cGMPs and supplier verification requirements. Our processing facilities, including those of our co-producers, are subject to periodic inspection by federal, state and local authorities.

Non-US Government Regulation

As we manufacture and distribute our food products in a number of markets outside of the U.S., in particular Europe and Asia, we, along with our ingredient and packaging suppliers and distributors, are subject to a variety of foreign laws and government regulations applicable to food products. In addition, we manufacture some of our products pursuant to special certification programs such as those for organic, kosher and halal.

In the EU, food products and food production are governed by Regulation (EC) No 178/2002, laying down the general principles and requirements of food law as well as the procedures in matters of food safety and establishing the European Food Safety Authority ("General Food Law Regulation") and Regulation (EC) No 852/2004 laying down general rules on the hygiene of foodstuffs. In addition, other pieces of the EU legislation provide microbiological criteria, contaminants, and pesticide levels, defining safety thresholds. Food business operators in the EU are subject to national food safety authorities in EU member states that perform official controls both on production facilities and food products securing that applicable regulations are met.

Following the end of the transition period on December 31, 2020, due to the United Kingdom's withdrawal from the EU, Great Britain's food and feed safety policy is no longer automatically governed by EU law, even though certain EU legislation (including the General Food Law Regulation) has been retained, and successively renamed as assimilated law from January 1, 2024. This is, however, not the case for Northern Ireland due to the Windsor Framework agreement between the EU and the United Kingdom. As per the agreement, products that are manufactured in the Northern Ireland are still subject to EU legislation.

The General Food Law Regulation applies to all stages of production, processing and distribution of food with some exceptions and sets forth essential requirements with respect to food safety and traceability, determines food operators' respective responsibilities, and establishes general principles which must be complied with such as risk analysis, precautionary and transparency principles. Food business operators must at all stages of production, processing and distribution within the businesses under their control ensure that foods satisfy the requirements of food law, in particular as to food safety, and must further ensure the traceability of food, the appropriate presentation of food, the provision of suitable food information and the prompt withdrawal or recall of unsafe food placed on the market.

The General Food Law Regulation also established the Rapid Alert System for Food and Feed ("RASFF") to provide EU RASFF Member Countries' food control authorities with an effective tool to exchange information about measures taken responding to serious risks detected in relation to food. Consumers have access to a specific RASFF Consumers' Portal, which provides information on food recalls and public health warnings. Since the EU exit, the UK still receives RASFF notifications from EU bodies, however any response to those, or notifications from the UK authorities, will be communicated to EU partner organizations via the appropriate INFOSAN contacts, as UK no longer has access to create or log on the RASFF system for that purpose.

Additionally, food business operations in the EU must ensure that their products and activities comply with European regulations governing the presentation, advertising and claims related to food products, in particular Regulation (EU) No 1169/2011 on the provision of food information to consumers, which, among other things, requires that, unless provided otherwise, pre-packed foods are accompanied by mandatory information such as list of ingredients, nutrition declaration, allergen information, and net quantity of the food. Nutrition claims (e.g., "low fat") and health claims (i.e. any statement about a relationship between food and health) related to food are specifically regulated by Regulation (EU) No 1924/2006, which seeks to ensure that any claim made on a food's labeling, presentation or advertising is clear, accurate and based on scientific evidence and does not mislead European consumers. Regulation (EU) No 432/2012, as amended, establishes a list of permitted health claims (other than those referring to the reduction of disease risk and to children's development and health). Only health and nutrition claims that have been authorized by the EC, as included in the aforementioned regulations can be used. Food business operators must further ensure compliance with Regulation (EC) 1333/2008 on the rules on food additives (including conditions of use, labeling and procedures), Regulation (EU) 231/2012 on specifications for food additives, Regulation (EC) 1334/2008 on the rules on food flavoring, Regulation (EC) 1332/2008 on the rules on food enzymes and

Regulation (EU) No 1308/2013, as complemented by EC Decision No. 2010/791, establishing a common organization of the markets in agricultural products, which provides specific requirements for some food products including specific limits to the use of the terms “milk” and “milk products”.

Specific provisions apply to enriched products which are products to which vitamins and minerals have been added either to replace some of the nutrients lost when the food was manufactured/stored or to match the nutritional composition of the food that a substitute food aims to replace. Enriched products are subject to Regulation (EC) No 1925/2006 on the addition of vitamins and minerals and of certain other substances to foods, that together with Regulation (EU) 1169/2011 on food information to consumers, harmonize the provisions regarding the addition of vitamins and minerals and of certain other substances to foods. Pending the EC of harmonized EU maximum levels for vitamins or minerals that may be added to food supplements and enriched products and minimum levels for specific vitamins and minerals when added to food supplements, which was expected during the first quarter of 2024, EU member states can define those limits based on the needs of the local population.

Even though EU regulations are directly applicable in all EU member states and, when specified, in the European Economic Area countries (“EEA”) (which in addition to the 27 EU member states also includes the three following countries: Iceland, Liechtenstein and Norway), additional national laws and regulations may impose further requirements on food business operators.

If European or national regulatory authorities determine that the labeling, promotion, advertising and/or composition of food products is not in compliance with applicable laws or regulations, or if food business operators fail to comply with such applicable laws and regulations, civil remedies or penalties, such as fines, injunctions, recalls or seizures, warning letters, restrictions on the marketing or manufacturing of the products, or refusals to permit the import or export of products, as well as potential criminal sanctions may be ordered. National (member state) laws set forth applicable sanctions and penalties (including criminal sanctions), and national competent authorities determine enforcement measures.

In the People’s Republic of China, we are subject to the requirements of the China Food Safety Law and its implementing regulations. This law sets forth comprehensive statutory requirements governing the production, circulation, recall and import/export of food products in China. In addition, product information on our pre-packaged products must comply with the national standards on pre-packaged food labelling (GB 7718-2011) and pre-packaged food nutrition labelling (GB 28050-2011). With the operation of the Ma’anshan plant, we submitted production licenses to local authorities, filed product standards including national standard (GB 7101), industrial standard (QB/T 4221) and enterprise standards. All products manufactured in Ma’anshan comply with regulatory requirements.

As is the case in the U.S., requirements with respect to food production are set forth in each of the EU’s and the People’s Republic of China’s respective food safety legislation.

In other foreign countries where we sell our products we must comply with similar food safety requirements, including in the following areas:

- manufacturing;
- product standards;
- product safety;
- product safety reporting;
- marketing, sales, and distribution;
- packaging and labeling requirements;
- nutritional and health claims;
- advertising and promotion;
- post-market surveillance;
- import and export restrictions; and

•tariff regulations, duties, and tax requirements.

Insurance

We maintain commercial insurance programs with third parties in the areas of property and business interruption, product liability and excess liability, among others. Our ultimate exposure may be mitigated by amounts we expect to recover from third parties associated with such claims.

C. Organizational Structure

The legal name of our company is Oatly Group AB and we are organized under the laws of Sweden. We have 35 wholly-owned subsidiaries and one 60% owned subsidiary. The Company's principal subsidiaries as at December 31, 2024 are as follows:

Name	Country/place of registration and operations	Principal activities	Proportion of voting rights and shares held (directly or indirectly) (%)
Direct ownership			
Cereal Base CEBA AB	Sweden	Holding	100%
Indirect ownership			
Oatly AB	Sweden	Holding	100%
Oatly Sweden Operations & Supply AB	Sweden	Production	100%
Havrekärnan AB	Sweden	Production	100%
Oatly UK Ltd.	United Kingdom	Selling	100%
Oatly Germany GmbH	Germany	Selling	100%
Oatly Switzerland AG	Switzerland	Selling	100%
Oy Oatly AB	Finland	Selling	100%
Oatly Netherlands BV	Netherlands	Selling	100%
Oatly Netherlands Operation & Supply BV	Netherlands	Production	100%
Oatly EMEA AB	Sweden	Selling	100%
Oatly Inc.	United States	Holding	100%
Oatly US Inc.	United States	Selling	100%
Oatly US Operations & Supply Inc.	United States	Production	100%
Oatly Singapore Operations & Supply Pte Ltd.	Singapore	Production	100%
Oatly Hong Kong Holding Ltd.	Hong Kong, China	Selling	100%
Oatly Shanghai Co. Ltd.	China	Selling	100%
Oatly Food Co Ltd.	China	Production	100%
Oatly Thousands of Island Co Ltd.	China	Production	100%

D. Property, Plants and Equipment

Corporate Offices

Our headquarters are located at Ångfärjekajen 8, 211 19 Malmö, Sweden, under a lease for approximately 50,000 square feet of office space, expiring on February 29, 2028. We also lease regional offices in other locations, including London, Berlin, Helsinki, Amsterdam, Paris, Barcelona, Lund, Philadelphia, Shanghai, Singapore and Hong Kong.

Supply Chain Operations

We currently have five production facilities, two each in Europe & International and North America and one in Greater China. We currently own an end-to-end factory in Landskrona, Sweden and an oat base production facility in our Millville, New Jersey factory. We lease two factories for hybrid production: one in Vlissingen, the Netherlands

and one in Ogden, Utah. We lease the facility for end-to-end production in Ma'anshan, China. We have during the year made adjustments to our supply chain footprint to better match where we have the largest supply and demand gaps. In 2024, we decided to close our production facility in Singapore and discontinued the construction of our second production facility in China, which we historically referred to as "Asia III."

We estimate that we will invest in the range of $30 million to $35 million in 2025, related to regular maintenance and efficiency investments in our existing facilities.

As of the end of 2024, we had a run-rate output of approximately 900 million liters of finished goods equivalent of oat base capacity.

Innovation and Product Development

We lease a center for new product development in Philadelphia, Pennsylvania and a research and development facility in Lund, Sweden.

Financing

We are financing our capital expenditures primarily through cash generated by the issuance of equity and Convertible Notes, and from borrowings under our credit facilities described under Item 5.B. "*Operating and Financial Review and Prospects—Liquidity and Capital Resources—Sustainable Revolving Credit Facility and Term Loan B Facility*", the proceeds from our Convertible Notes described under Item 5.B. "*Operating and Financial Review and Prospects—Liquidity and Capital Resources—Convertible Notes*" and the leasing arrangements described under Item 5.B. "*Operating and Financial Review and Prospects—Liquidity and Capital Resources—Contractual Obligations and Commitments*." We expect to continue to use this combination of financing to fund our continued expansion. For changes in facilities and borrowings after the reporting period, see Note 35 *Events after the end of the reporting period* to our consolidated financial statements included elsewhere in this Annual Report.

Item 4A. Unresolved Staff Comments

None.

Item 5. Operating and Financial Review and Prospects

You should read the following discussion of our operating and financial review and prospects in conjunction with our consolidated financial statements and the related notes included elsewhere in this Annual Report. The following discussion is based on our financial information prepared in accordance with IFRS Accounting standards, as issued by the International Accounting Standards Board.

This discussion contains forward-looking statements and involves numerous risks and uncertainties, including, but not limited to, those described in the "*Risk Factors*" *section of this Annual Report. See* "*Cautionary Statement Regarding Forward-Looking Statements.*" *Our actual results could differ materially from those contained in any forward-looking statements.*

The information called for by this Item 5, regarding a discussion of the year ended December 31, 2023 compared to the year ended December 31, 2022 has been reported previously in our Annual Report on 20-F for the year ended December 31, 2023 filed with the SEC on March 22, 2024 under "*Item 5. Operating and Financial Review and Prospects,*" *which discussion is incorporated by reference herein.*

A. Operating Results

Overview

Oatly is the world's original and largest oatmilk company. Our products are sold globally through a variety of channels, from independent coffee shops to nation-wide partnerships with established franchises like Starbucks, from food retailers like Target and Tesco to premium natural grocers and corner stores, as well as through e-commerce channels such as Alibaba's Tmall.

We currently operate five manufacturing facilities, with two in the United States, one in Sweden, one in the Netherlands, and one in China.

More detailed information about our business is included under Item 4. "*Information on the Company*" in this Annual Report.

Components of Results of Operations and Trends and Other Factors Affecting our Business

The following briefly describes the components of revenue and expenses as presented in our consolidated statements of operations and trends and other factors affecting our business.

Strategic actions

We continue to execute on our strategic priorities focused on achieving profitable growth. These actions are aimed at setting clear priorities for our teams, reducing complexity to increase organizational agility, and executing a more asset-light supply chain strategy.

In executing these actions, we simplified our organizational structure. We reviewed the organizational structure to adjust the fixed cost base globally, including employee-related costs, professional services, and other related costs. We have recorded restructuring costs of $8.2 million in 2024 related to these actions (2023: $14.8 million).

During the fourth quarter 2023, we decided to discontinue the construction of our production facilities in Peterborough, UK and Dallas-Fort Worth, Texas. During 2024, we completed substantially all of the activities relating to the exit of these two facilities. Also, in 2024, we decided to close our production facility in Singapore and discontinued the construction of our second production facility in China, which we historically referred to as "Asia III."

For a further discussion on risks related to these impairments see Item 3.D. "*Key Information—Risk Factors—Risks Related to our Business and Industry—We have recently recognized impairment charges for long-lived assets and other exit costs in connection with our production facilities, and we may need to recognize further costs in the future, which could adversely impact our business, financial condition and results of operations."*

Effective as of January 1, 2024, we made changes to how we make strategic decisions and allocate resources among our operating segments. As part of this change, the Greater China business is managed separately from the rest of the Asia business, forming its own operating segment. The rest of the Asia business, including the recently-closed Singapore manufacturing facility, is managed together with the EMEA business, which is now identified as Europe & International.

Further details, see Note 5 *Segment information* to our consolidated financial statements, included elsewhere in this Annual Report.

Impact of the Macroeconomic Environment on our Results

Our business continues to be exposed to the effects of the current global macroeconomic environment. We continue to maintain a global focus on the controllable aspects of our business while navigating the challenging operating environment.

•Consumer Spending**:** Changes in the macroeconomic landscape have affected customer spending habits, increasing demand for cheaper products and labels. Our fiscal 2024 revenue growth reflects solid demand for our products despite ongoing uncertainty in the global economy. We will continue to closely monitor macroeconomic conditions, including potential impacts of inflation and rising interest rates on consumer behavior.

•Inflationary pressures: As a result of inflationary pressures over the past several years, we have experienced and may continue to experience, higher commodity and supply chain costs, including transportation, packaging, manufacturing, and ingredient costs, as well as higher electricity costs. We have in the past taken, and may in the future take, measures to mitigate the impact of this inflation, such as a combination of strategic pricing actions, product and customer mix management, operational improvements in our supply chain, and reductions in our overhead costs. We will continue to closely monitor the prices of our input costs and look for additional ways to offset the impact on our business.

•Geopolitical tensions: Russian invasion of Ukraine in February 2022 has resulted in many broader economic impacts such as sanctions and bans against Russia and Russian products imported into certain countries in Europe and the United States. Such sanctions and bans have impacted, and may continue to impact, commodity pricing such as fuel and energy costs, leading to higher transportation costs which make it more expensive for us and our partners to deliver products to our customers. We do not directly procure goods or services from Russia or Ukraine. However, these two countries are large exporters of farm produce and fertilizer. This has indirectly impacted the supply and pricing of certain ingredients for our products. We also have experienced an impact on supply chains due to the ongoing war and, for example, have removed rail transport to Asia through Russia. Further sanctions, bans, or other economic actions in response to the ongoing war in Ukraine or in response to any other global conflict could result in an increase in costs, further disruptions to our supply chain, and a lack of consumer confidence resulting in reduced demand. While the extent of such items is not presently known, any of them could negatively impact our business, results of operations, and financial condition. Additionally, further escalation of geopolitical tensions related to the ongoing conflict in the Middle East and the conflict in the Red Sea, including increased trade barriers or restrictions on global trade, could result in, among other things, broader impacts that expand into other markets, cyberattacks, supply chain and logistics disruptions, and changes to foreign exchange rates and financial markets, any of which may adversely affect our business and supply chain, or a diminished consumer confidence resulting in reduced demand.

•Tariffs and the emergence of a trade war: Any trade tensions or trade wars, for example, between the United States and China, the United States and Canada, the United States and Mexico, the United States and the EU, or news and rumors of potential retaliatory tariffs, could have an adverse impact on our business, financial condition and results of operations. We will closely monitor the impact of changes in tariffs and other trade barriers on our business and take appropriate measures to offset any potential headwinds.

•Foreign Currency Impacts: As a global company, we are exposed to risk arising from foreign currency exchange rates. In fiscal 2024, fluctuations in foreign currency exchange rates positively impacted our reported revenues by approximately $2.2 million, increasing our revenue growth rate to 5.1% on a reported basis from 4.8% on a constant currency basis.

Sustainability at Oatly

Sustainability as our core value

Our focus on sustainability is a mindset that permeates across our Company and helps us navigate business decisions. We have worked with and continue to work with farmers, suppliers, scientists and other partners across our supply chain to develop our products in a way that we believe is beneficial to our customers and the world around us, and we look to set goals and take actions that help us to deliver on these aims.

Our sustainability pillars and ambitions

Our sustainability ambitions and goals form a key part of our business strategy and operations. This work is led by leaders throughout our company, and managed by our Chief Executive Officer, whose role is to work with the Board and the rest of the management team to implement our sustainability strategy and to advise other leaders to integrate that strategy into their business strategies and actions. In assuming this responsibility at the beginning of 2024, our Chief Executive Officer has ownership of our continued evolution into an organization where sustainability is truly embedded, partnering with our sustainability leaders to collectively fulfill the responsibilities that have traditionally sat with a chief sustainability officer. As we describe in our current sustainability plan, this work is focused around three pillars of action that guide our sustainability programs. These three pillars are as follows:

Drive a food system shift

We seek to play our part in making the global food system more sustainable, in line with the United Nations Sustainable Development Goals (UN SDGs) and the Paris Agreement on Climate Change. As a significant buyer of oats globally, we aim to source oats in a responsible manner and work with suppliers and farmers to drive sustainability improvements associated with this crop. We undertake a number of initiatives to advance our mission, such as partnering with farmers, mill owners and other supply chain stakeholders who look to carry out production practices with a high level of sustainability standards.

Set the example as a future company

We aim to provide benefits to our customers and other stakeholders by operating in a way that respects the planet, while creating a safe and inclusive workplace for our people. We are therefore advancing a number of initiatives, including investing in technological solutions that advance resource efficiency, renewable energy, and sustainable ground transportation.

Empower a plant-based revolution

We believe that our company and our products can play a key role in the “plant-based revolution”, by advocating for and developing public policy positions in relation to the climate benefits of plant-based foods. For example, we seek to raise awareness of these benefits through climate labelling our products and through urging the food and drink industry to climate label their products, in a bid to enhance sector emissions transparency and empowering consumers to make informed sustainable food decisions.

Our sustainability ambitions and objectives continue to evolve, as we work to increase the transparency of progress on such ambitions and objectives. In 2024, we continued our preparation for applicable EU regulations. We continue to seek to demonstrate the alignment of our operations with certain UN SDGs and approach the structure of our reporting in a way that aligns with the metrics of the relevant standard of the International Sustainability Standards Board’s SASB Standards, a globally recognized ESG-reporting framework.

Sustainability governance

Our sustainability program is developed and managed through considered interaction between our Chief Executive Officer, with embedded ownership within relevant functions and other department heads, and overseen by our Board of Directors. Our Chief Executive Officer and our Sustainability Leadership Team work together to develop our sustainability programs, practices and goals in conjunction with our other business leaders, and these form the basis of our approach to sustainability at our Company. These programs, practices and goals are overseen and monitored by the Nominating and Corporate Governance Committee of our Board of Directors, which is in turn required to report to the wider Board on matters of sustainability and corporate responsibility performance.

Our 2024 sustainability highlights

In 2024, we broadened our framework for regenerative oat sourcing, known as the Future Agriculture Renovation Movement (“FARM”) framework to include biodiversity protection criteria. An example of this would be ensuring

there is no conversion of natural habitat in the course of implementing regenerative farming practices. We also expanded the FARM approach to include both additional acres and partners.

We continued to source renewable electricity for all Oatly-operated factories and our production partners. Sourcing renewable heat energy remains a challenge outside of Sweden. De-steaming and electrification are key elements of our decarbonization strategy to help Oatly achieve 100 percent renewable energy.

We also continue to focus on network optimization and expanding our use of sustainable transportation fuels as part of our overall logistics strategy, striving towards 100% sustainable ground transport (inbound and outbound) for our products and materials, employing electric vehicles, rail or vehicles using renewable fuels.

We believe that change and impact begins with our people. We work to provide a safe and equitable environment for personal growth for our employees. In 2024, we completed a Human Rights Saliency assessment and are currently taking next steps to update and formalize our human rights due diligence process. We also reported the results of our first gender equal pay analysis.

In 2024, we completed a number of studies that show relevant Oatly products have a lower climate impact than the comparable cow's milk product in the markets surveyed. With our lower footprint than market-weighted average milk category, last year, Oatly's products were the first in the World to be qualified by the Exponential Roadmap Initiative (ERI) as Climate Solution Products. We continued to advocate for climate footprint labelling to become more widely adopted, and to have constructive dialogue with numerous industry groups and policy makers about this topic. We have also continued to implement climate footprint labeling for many of our products, including expanding climate footprint labeling into Asia in 2024. Finally, we continued to carry out comprehensive comparative life-cycle analyses (LCAs) for core Oatly products.

Revenue

We generate revenue primarily from sales of our oatmilk and other oat-based products across our three segments: Europe & International, North America and Greater China. Our customers include retailers, e-commerce channels, coffee shops and other specialty providers within the foodservice industry.

Europe & International is our largest revenue-producing segment, followed by the North America and Greater China segments. Currently, our primary markets in Europe & International are the United Kingdom, Germany and Sweden. In North America, substantially all of our revenue to date can be attributed to the United States, and in Greater China, the majority of our revenue is generated in China. The channel and product mix vary by country, where our more mature markets, such as Sweden and Finland, have a broader product portfolio available to customers and consumers. For the twelve months ended December 31, 2024, on a consolidated level, oatmilk accounted for 90% of our revenue (2023: 90%).

We routinely offer sales discounts and promotions through various programs to customers. These programs include rebates, temporary on-shelf price reductions, retailer advertisements, product coupons and other trade activities. The expense associated with these discounts and promotions is estimated and recorded as a reduction in total gross revenue in order to arrive at reported revenue. These promotional activities impact our revenue and changes in such activities could impact period-over-period results.

The following factors and trends in our business have driven revenue growth over prior periods and are expected to be key drivers of our revenue growth going forward:

- Continue to expand household penetration to reach new consumers and increase the repeat purchase rates of existing consumers by continuing to invest in advertising and marketing to increase awareness of our brand and products.
- Expand our presence across channels:
    - Grow within food retail channels by increasing our distribution points with existing and new customers, capturing greater shelf space and continuing to drive velocity increases.

- oExpand footprint across the foodservice channel, including independent coffee shops, branded foodservice restaurant chains, and other foodservice customers such as universities and offices.

- •Scale e-commerce capabilities by strategically partnering with leading third-party platforms.

- •Extend product offering through new product development within existing and new product categories to capture the market-specific consumer needs in each of the regions in which we operate.

- •Enter new international markets through our proven foodservice-led strategy.

- •Optimize global production capacity to meet consumer demand.

Cost of goods sold

Cost of goods sold consists primarily of the cost of oats and other raw materials, product packaging, co-manufacturing fees, direct labor and associated overhead costs and property, plant and equipment depreciation. Our cost of goods sold also includes warehousing and transportation of inventory. We expect our cost of goods sold to increase in absolute dollars to support our growth. However, we expect that, over time, cost of goods sold will decrease as a percentage of revenue, as a result of the scaling of our business and optimizing our production footprint.

Gross profit and margin

Gross profit consists of our revenue less costs of goods sold. We have scaled our production capacity significantly over the past couple of years. Our gross profit margin has benefited and we expect it will continue to benefit from the localization of production capacity closer to our customers and consumers as well as increased focus on our asset-light supply chain strategy. Over time, we expect to improve our manufacturing operational performance and leverage the cost of our fixed production and staff costs, including a higher focus on procurement efficiencies through scale of purchasing and diversification of suppliers.

Our cost of goods sold significantly increased in 2022, resulting in us taking pricing actions in 2022 and 2023 to partially offset these headwinds. Further pricing actions might be enacted if deemed necessary to offset cost of goods sold inflation, but there is no assurance we will be able to offset all inflationary pressure impacting our business operations.

Operating expenses

Research and development expenses consist primarily of personnel-related expenses for our research and development staff, including salaries, benefits and bonuses, but also third-party consultancy fees and expenses incurred related to product trial runs. Our research and development efforts are focused on enhancements to our existing product formulations and production processes in addition to the development of new products.

Selling, general and administrative expenses include primarily personnel-related expenses for our sales, general and administrative staff, brand awareness and advertising costs, costs associated with consumer promotions, product samples and sales aids. These also include customer distribution costs, i.e., outbound shipping and handling costs for finished goods, and other functional related selling and marketing expenses, depreciation and amortization expense on non-manufacturing assets and other miscellaneous operating items. Selling, general and administrative expenses also include auditor fees and other third-party consultancy fees, expenses related to management, finance and accounting, information technology, human resources and other office functions.

Other operating income and (expenses), net, consists primarily of impacts related to closure of production facility, discontinued construction of certain production facilities, and net foreign exchange gains (losses) on operating related activities.

Other

Finance income and (expenses), net, primarily consists of fair value changes on Convertible Notes, transaction costs relating to amendments in our financing arrangements, interest expenses related to Convertible Notes and loans

from credit institutions, interest expenses on lease liabilities, interest income and foreign exchange gains and losses attributable to our external and internal financing arrangements.

Income tax expense represents both current and deferred income tax expenses. Current tax expenses primarily represent income taxes based on income in multiple foreign jurisdictions.

Results of Operations

The following table sets forth the consolidated statements of operations in U.S. dollars and as a percentage of revenue for the periods presented.

	Year ended December 31,			
	2024		2023	
	(in thousands)	% of revenue	(in thousands)	% of revenue
Revenue	823,666	100.0%	783,348	100.0%
Cost of goods sold	(587,174)	(71.3)%	(631,265)	(80.6)%
Gross profit	**236,492**	**28.7%**	**152,083**	**19.4%**
Research and development expenses	(30,135)	(3.7)%	(21,047)	(2.7)%
Selling, general and administrative expenses	(324,719)	(39.4)%	(373,396)	(47.7)%
Other operating income and (expenses), net	(67,790)	(8.2)%	(214,652)	(27.4)%
Operating loss	**(186,152)**	**(22.6)%**	**(457,012)**	**(58.3)%**
Finance income and (expenses), net	(12,421)	(1.5)%	48,847	6.2%
Loss before tax	**(198,573)**	**(24.1)%**	**(408,165)**	**(52.1)%**
Income tax expense	(3,699)	(0.4)%	(8,895)	(1.1)%
Loss for the year	**(202,272)**	**(24.6)%**	**(417,060)**	**(53.2)%**
Attributable to:				
Shareholders of the parent	(201,949)	(24.5)%	(416,874)	(53.2)%
Non-controlling interests	(323)	0%	(186)	0%

For the years ended December 31, 2024 and 2023

Revenue

Revenue increased by $40.3 million, or 5.1%, to $823.7 million for the year ended December 31, 2024, net of sales discounts, rebates and trade promotions, from $783.3 million for the year ended December 31, 2023, This revenue growth was mainly driven by continued volume growth for our products in North America and Europe & International, but was partially offset by revenue decline in the Greater China segment. In the Greater China segment, the first half of the year was impacted by the Company's decision from 2023 to refocus into the foodservice channel which led to the discontinuation of certain lower-margin products and customers, and the second half of the year benefited from sales to a new large foodservice customer. Excluding a foreign currency exchange tailwind of $2.2 million, revenue for the twelve months ended December 31, 2024 would have been $821.4 million, or an increase of 4.8%, using constant exchange rates (refer to Non-IFRS Financial Measures section below for tables reconciling revenue as reported to revenue on a constant currency basis). Sold finished goods volume for the twelve months ended December 31, 2024 amounted to 563.4 million liters compared to 517.7 million liters for the prior year period, an increase of 8.8%. The produced finished goods volume for the twelve months ended December 31, 2024 amounted to 576.3 million liters compared to 506.3 million liters for the same period last year, an increase of 13.8%.

The Company continued to experience sold volume growth across the retail and foodservice channels of 3.8% and 16.8%, respectively, for the twelve months ended December 31, 2024. In the twelve months ended December 31, 2024 and 2023, the retail channel accounted for 61.2% and 61.1% of our revenue, respectively, the foodservice channel accounted for 35.1% and 34.6% of our revenue, respectively, and the other channel, comprised primarily of e-commerce sales, accounted for 3.7% and 4.3% of our revenue, respectively.

Europe & International, North America and Greater China accounted for 52.7%, 33.3% and 14.0% of our total revenue in the twelve months ended December 31, 2024, respectively, as compared to 52.1%, 31.9% and 16.0% of our total revenue in the twelve months ended December 31, 2023, respectively.

As a result of the strategic actions and restructuring activities during the year, our number of employees has decreased by 66 employees, to 1,482 employees as of December 31, 2024 from 1,548 employees as of December 31, 2023. The average number of full-time consultants decreased by 23 consultants to 80 consultants for the year ended December 31, 2024 from 103 consultants for the year ended December 31, 2023.

Cost of goods sold

Cost of goods sold decreased by $44.1 million, or 7.0%, to $587.2 million for the year ended December 31, 2024 from $631.3 million for the year ended December 31, 2023. This decrease was primarily driven by fixed costs absorption and an increase in supply chain efficiencies across all segments, a reduction in costs in Greater China from the strategic reset implemented during the third quarter of 2023, and cost saving initiatives in Europe & International and North America segments.

Gross profit and margin

Gross profit increased by $84.4 million, or 55.5%, to $236.5 million for the year ended December 31, 2024, from $152.1 million for the year ended December 31, 2023. Gross margin increased by 9.3 percentage points, to 28.7% for the year ended December 31, 2024 from 19.4% for the year ended December 31, 2023. The improvement in gross profit margin was primarily driven by improvements in cost of goods sold across all segments.

Operating expenses

Research and development expenses increased by $9.1 million, or 43.2%, to $30.1 million for the year ended December 31, 2024, from $21.0 million for the year ended December 31, 2023, and as a percentage of revenues, 3.7% and 2.7%, respectively. This increase was mainly driven by expenses related to the previously communicated new product launch issue in the North America segment, offset by a decrease in employee related expenses, driven by reduced headcounts as a result from our strategic actions to adjust fixed cost base globally.

Selling, general and administrative expenses decreased by $48.7 million, or 13.0%, to $324.7 million for the year ended December 31, 2024, from $373.4 million for the year ended December 31, 2023, and as a percentage of revenues 39.4% and 47.7%, respectively. The decrease was primarily due to the various cost restructuring activities implemented since early 2023, including $21.6 million reduction in employee related expenses, $12.9 million reduction in external consultants, contractors, and other professional fees, and $4.7 million reduction in corporate insurance expenses. Customer distribution costs decreased by $1.0 million and also decreased as a percentage of revenue from 6.6% to 6.2%.

Other operating income and (expenses), *net* decreased by $146.9 million to an expense of $67.8 million for the year ended December 31, 2024, from an expense of $214.7 million for the year ended December 31, 2023. The expense for 2024 comprised primarily of non-cash impairment charges of $41.7 million related to the discontinued construction of the second production facility in China (Asia III) and the closure of the production facility in Singapore, and other exit costs of $23.0 million related to the closure of the production facility in Singapore. The decrease in other operating expenses compared to the 2023 was primarily due to the impact of the discontinued construction of the production facilities in Peterborough, UK and Dallas-Fort Worth, Texas in the fourth quarter of 2023, which resulted in asset impairment charges of $172.6 million and other costs of $29.0 million. The decrease in other operating expenses was also due to the impact of $9.3 million in costs for the legal settlement in the third quarter of 2023. Refer to Note 33 *Commitments and contingencies* to our consolidated financial statements included elsewhere in this Annual Report for further details on the legal settlement.

Finance income and (expenses), net decreased by $61.3 million to an expense of $12.4 million for the year ended December 31, 2024, from an income of $48.8 million for the year ended December 31, 2023. The decrease was primarily due to $63.5 million in lower fair value gains on Convertible Notes.

Income tax expense decreased by $5.2 million to $3.7 million for the year ended December 31, 2024 from $8.9 million for the year ended December 31, 2023. Current tax expenses primarily represent income taxes based on income in multiple foreign jurisdictions. In the twelve months ended December 31, 2024, Oatly Group had an effective tax rate ("ETR") of 1.9% based on a total pre-tax loss of $198.6 million. The main driver of the Group's ETR is unrecognized tax losses in Sweden and certain other jurisdictions.

Seasonality

To date, we have not experienced pronounced seasonality, but such fluctuations may have been masked by our historical growth and macroeconomic trends, including higher inflation. As the Group continues to grow, including the relative size of our markets, we expect to see additional seasonality effects, especially within the food retail channel, with revenue contribution from this channel tending to be linked with holiday season periods. For example, the Lunar New Year one week celebration occurring in the first quarter of the calendar year has resulted in lower volumes sold in the Asia region compared to the remaining quarterly periods of the year.

Non-IFRS Financial Measures

We use EBITDA, Adjusted EBITDA, Constant Currency Revenue as non-IFRS financial measures in assessing our operating performance and Free Cash Flow as a liquidity measure, and each in our financial communications:

"EBITDA" is defined as loss for the period adjusted to exclude, when applicable, income tax expense, finance expenses, finance income and depreciation and amortization expense.

"Adjusted EBITDA" is defined as loss for the period adjusted to exclude, when applicable, income tax expense, finance expenses, finance income, depreciation and amortization expense, share-based compensation expense, restructuring costs, expenses related to a new product launch issue, costs related to legal settlement, impacts related to discontinued construction of production facilities, impacts related to closure of production facility, costs related to the YYF Transaction, and non-controlling interests.

Adjusted EBITDA should not be considered as an alternative to loss for the period or any other measure of financial performance calculated and presented in accordance with IFRS Accounting standards. There are a number of limitations related to the use of Adjusted EBITDA rather than loss for the period, which is the most directly comparable IFRS Accounting standards measure. Some of these limitations are:

- Adjusted EBITDA excludes depreciation and amortization expense and, although these are non-cash expenses, the assets being depreciated may have to be replaced in the future increasing our cash requirements;
- Adjusted EBITDA does not reflect interest expense, or the cash required to service our debt, which reduces cash available to us;
- Adjusted EBITDA does not reflect income tax payments that reduce cash available to us;
- Adjusted EBITDA does not reflect recurring share-based compensation expense and, therefore, does not include all of our compensation costs;
- Adjusted EBITDA does not reflect restructuring costs that reduce cash available to us in future periods;
- Adjusted EBITDA does not reflect expenses related to a new product launch issue that reduce cash available to us;
- Adjusted EBITDA does not reflect costs related to legal settlement that reduce cash available to us in future periods;
- Adjusted EBITDA excludes impacts related to discontinued construction of production facilities, although some of these may reduce cash available to us in future periods;

•Adjusted EBITDA excludes impacts related to closure of production facility, although some of these may reduce cash available to us in future periods;

•Adjusted EBITDA does not reflect costs related to the YYF Transaction that reduced cash available to us;

•Other companies, including companies in our industry, may calculate Adjusted EBITDA differently, which reduces its usefulness as a comparative measure.

Adjusted EBITDA should not be considered in isolation or as a substitute for financial information provided in accordance with IFRS. Below we have provided a reconciliation of EBITDA and Adjusted EBITDA to loss for the period, the most directly comparable financial measure calculated and presented in accordance with IFRS, for the periods presented.

"Constant Currency Revenue" is calculated by translating the current year reported revenue amounts into comparable amounts using the prior year reporting period's average foreign exchange rates which have been provided by a third party. Constant Currency Revenue is a non-IFRS measure and is not a substitute for IFRS Accounting standards measures in assessing our overall financial performance.

Constant currency revenue is used to provide a framework in assessing how our business and geographic segments performed excluding the effects of foreign currency exchange rate fluctuations and believe this information is useful to investors to facilitate comparisons and better identify trends in our business.

"Free Cash Flow" is defined as net cash flows used in operating activities less capital expenditures. We believe Free Cash Flow is a useful supplemental financial measure for us and investors in assessing our ability to pursue business opportunities and investments. Free Cash Flow is not a measure of our liquidity under IFRS Accounting standards and should not be considered as an alternative to net cash flows used in operating activities.

Free Cash Flow is a non-IFRS measure and is not a substitute for IFRS Accounting standards measures in assessing our overall financial liquidity. Because Free Cash Flow is not a measurement determined in accordance with IFRS Accounting standards, and is susceptible to varying calculations, it may not be comparable to other similarly titled measures presented by other companies. Free Cash Flow should not be considered in isolation, or as a substitute for an analysis of our results as reported on our consolidated financial statements appearing elsewhere in this document. Below we have provided a reconciliation of Free Cash Flow to net cash flows used in operating activities for the periods presented.

The table below reconciles EBITDA and Adjusted EBITDA to loss for the periods presented.

(in thousands of U.S. dollars)	2024	2023
Loss for the period	(202,272)	(417,060)
Income tax expense	3,699	8,895
Finance (income) and expenses, net	12,421	(48,847)
Depreciation and amortization expense	49,966	51,874
EBITDA	**(136,186)**	**(405,138)**
Share-based compensation expense	13,598	21,446
Restructuring costs[1]	8,172	14,760
New product launch issue[2]	11,998	—
Asset impairment charges and other costs related to discontinued construction of production facilities[3]	24,660	201,560
Asset impairment charges and other costs related to closure of production facility[4]	42,110	—
Costs related to the YYF Transaction[5]	—	375
Legal settlement[6]	—	9,250
Non-controlling interests	323	186
Adjusted EBITDA	**(35,325)**	**(157,561)**

(1)Relates primarily to severance costs as the Group adjusts its organizational structure.
(2)Expenses related to a new product launch issue.
(3)The cost for the twelve months ended December 31, 2024 primarily relates to non-cash impairments related to discontinued construction of the Group's second production facility in China (Asia III), partially offset by reversal of previously recognized costs related to discontinued construction of the Group's production facility in Peterborough, UK and Dallas-Fort Worth, Texas. The cost for the twelve months ended December 31, 2023 relates to discontinued construction of its production facilities in Peterborough, UK and Dallas-Fort Worth, Texas.
(4)Relates to non-cash impairments of $19.1 million and $23.0 million in restructuring and other exit costs related to the closure of the Group's production facility in Singapore.
(5)Relates to the YYF Transaction. See Note 34 *Non-current assets held for sale* to our consolidated financial statements included elsewhere in this Annual Report for further details.
(6)Relates to US securities class action litigation settlement expenses. See Note 33 *Commitments and contingencies* to our consolidated financial statements included elsewhere in this Annual Report for further details.

The table below reconciles revenue as reported to revenue on a constant currency basis by segment for the periods presented.

	Year ended December 31,		$ Change			% Change			
(in thousands of U.S. dollars)	2024	2023	As reported	Foreign exchange impact	In constant currency	As reported	In constant currency	Volume	Constant currency price/mix
Europe & International	434,263	408,410	434,263	4,104	430,159	6.3%	5.3%	4.8%	0.5%
North America	274,455	250,264	274,455	—	274,455	9.7%	9.7%	10.0%	-0.3%
Greater China	114,948	124,674	114,948	(1,865)	116,813	-7.8%	-6.3%	21.2%	-27.5%
Total revenue	**823,666**	**783,348**	**823,666**	**2,239**	**821,427**	**5.1%**	**4.8%**	**8.8%**	**-4.0%**

The table below reconciles Free Cash Flow to net cash flows from operating activities for the periods presented.

	Year ended December 31,	
(in thousands of U.S. dollars)	2024	2023
Net cash flows used in operating activities	(114,428)	(165,626)
Capital expenditures	(41,195)	(69,045)
Free Cash Flow	**(155,623)**	**(234,671)**

Segment Information

(in thousands of U.S. dollars)	Year Ended December 31, 2024					
	Europe & International	North America	Greater China	Corporate*	Eliminations**	Total
Revenue						
Revenue from external customers	434,263	274,455	114,948	—	—	823,666
Intersegment revenue	6,429	—	—	—	(6,429)	—
Total segment revenue	**440,692**	**274,455**	**114,948**	**—**	**(6,429)**	**823,666**
Adjusted EBITDA	**56,128**	**5,298**	**(1,645)**	**(95,106)**	**—**	**(35,325)**
Share-based compensation expense	(1,985)	656	(2,101)	(10,168)	—	(13,598)
Restructuring costs[(1)]	(2,410)	(1,222)	(1,940)	(2,600)	—	(8,172)
New product launch issue[(2)]	—	(11,998)	—	—	—	(11,998)
Asset impairment charges and other costs related to discontinued construction of production facilities[(3)]	(2,875)	3,283	(25,068)	—	—	(24,660)
Asset impairment charges and other costs related to closure of production facility[(4)]	(42,110)	—	—	—	—	(42,110)
Non-controlling interests	—	—	(323)	—	—	(323)
EBITDA	**6,748**	**(3,983)**	**(31,077)**	**(107,874)**	**—**	**(136,186)**
Finance income	—	—	—	—	—	57,758
Finance expenses	—	—	—	—	—	(70,179)
Depreciation and amortization	—	—	—	—	—	(49,966)
Loss before tax	—	—	—	—	—	**(198,573)**

(in thousands of U.S. dollars)	Year Ended December 31, 2023					
	Europe & International	North America	Greater China	Corporate*	Eliminations**	Total
Revenue						
Revenue from external customers	408,410	250,264	124,674	—	—	783,348
Intersegment revenue	25,601	—	181	—	(25,782)	—
Total segment revenue	**434,011**	**250,264**	**124,855**	**—**	**(25,782)**	**783,348**
Adjusted EBITDA	**28,377**	**(31,910)**	**(57,543)**	**(96,485)**	**—**	**(157,561)**
Share-based compensation expense	(2,378)	(3,820)	(4,608)	(10,640)	—	(21,446)
Restructuring costs[(1)]	(1,382)	(3,062)	(2,675)	(7,641)	—	(14,760)
Asset impairment charges and other costs related to discontinued construction of production facilities[(5)]	(158,551)	(43,009)	—	—	—	(201,560)
Costs related to the YYF Transaction[(6)]	—	(375)	—	—	—	(375)
Legal settlement[(7)]	—	—	—	(9,250)	—	(9,250)
Non-controlling interests	—	—	(186)	—	—	(186)
EBITDA	**(133,934)**	**(82,176)**	**(65,012)**	**(124,016)**	**—**	**(405,138)**
Finance income	—	—	—	—	—	117,876
Finance expenses	—	—	—	—	—	(69,029)
Depreciation and amortization	—	—	—	—	—	(51,874)
Loss before tax	—	—	—	—	—	**(408,165)**

* Corporate consists of general costs not allocated to the segments.

** Eliminations in 2024 and 2023 primarily refer to intersegment revenue for sales of products from Europe & International to Greater China.

(1)Relates primarily to severance costs as the Group adjusts its organizational structure.

(2)Expenses related to a new product launch issue.

(3)In Europe & International the cost primarily relates to non-cash impairments related to discontinued construction of the Group's production facility in Peterborough, UK. In North America the amount primarily

relates to reversal of previously recognized non-cash impairments and other exit costs related to discontinued construction of the Group's production facility in Dallas-Fort Worth, Texas. In Greater China the Company decided to discontinue the construction of the Group's second production facility in China (Asia III). Following this decision the Company, during the fourth quarter, recorded $25.1 million primarily relating to non-cash impairments.
(4)Relates to non-cash impairments of $19.1 million and $23.0 million in restructuring and other exit costs related to the closure of the Group's production facility in Singapore.
(5)Following certain events during the fourth quarter 2023, the Company decided to discontinue the construction of its production facilities in Peterborough, UK and Dallas-Fort Worth, Texas. The Company recorded $172.6 million in non-cash impairments and $29.0 million in restructuring and other exit costs relating to these production facilities.
(6)Relates to the YYF Transaction. See Note 34 *Non-current assets held for sale* to our consolidated financial statements included elsewhere in this Annual Report for further details.
(7)Relates to US securities class action litigation settlement expenses. See Note 33 *Commitments and contingencies* to our consolidated financial statements included elsewhere in this Annual Report for further details.

B. Liquidity and Capital Resources

Since our inception, we have financed our operations primarily through cash generated by the issuance of equity and Convertible Notes, and from borrowings under our credit facilities. Our primary requirements for liquidity and capital are to finance working capital, make capital expenditures, invest in our organizational capabilities to support profitable growth and for general corporate purposes. We are using this combination of financing to fund our business. We expect our capital expenditures for 2025 to be in the range of $30 million to $35 million, related primarily to investments in our production facilities. The amount and allocation of our future capital expenditures depend on several factors, and our strategic investment priorities may change. Our recent decisions to discontinue construction at the production facility in China (Asia III), and close the production facility in Singapore, have impacted our projected capital expenditures. We believe that our sources of liquidity and capital will be sufficient to meet our existing business needs for at least the next 12 months. See the Risk Factor entitled *"A failure to obtain necessary capital when needed on acceptable terms, or at all, may force us to delay, limit, reduce or terminate our product manufacturing and development and other operations"* under Part I, Item 3.D of this Annual Report on 20-F.

Our primary sources of liquidity are cash and cash equivalents on hand and availability under our credit facilities. As of December 31, 2024, we had cash and cash equivalents of $98.9 million. million. Our cash and cash equivalents consist of cash in bank accounts and short-term deposits. Short-term deposits are time deposits and structured deposits.

In addition to the above, we had access to $185.7 million in undrawn bank facilities as of December 31, 2024, excluding bank overdraft facilities.

Sustainable Revolving Credit Facility and Term Loan B Credit Facility

On April 18, 2023, our SRCF Agreement was amended and restated whereby, among other things, (i) the term of the SRCF Agreement was reset to three years and six months, with a one year uncommitted extension option, (ii) the lender group under the SRCF Agreement was reduced to JP Morgan SE, BNP Paribas SA, Bankfilial Sverige, Coöperatieve Rabobank U.A. and Nordea Bank Abp, filial i Sverige and the commitments under the SRCF Agreement were reduced to SEK 2,100 million (equivalent of $192.1 million), with an uncommitted incremental revolving facility option of up to SEK 500 million (equivalent of $45.7 million), (iii) the initial margin was reset at 4.00% p.a., (iv) the tangible solvency ratio, minimum EBITDA, minimum liquidity and total net leverage ratio financial covenants were reset, (v) the existing negative covenants were amended to further align with those included in the TLB Credit Agreement (as defined below), including in relation to incurrence of indebtedness, and (vi) the debt under the SRCF Agreement ranks pari passu with, and shares in the same security and guarantees from the Group as, the EIF Facility (as defined below) and the TLB Credit Agreement by way of the Intercreditor Agreement (as defined below).

On April 18, 2023, we entered into the TLB Credit Agreement with, amongst others, Silver Point Finance LLC as Syndication Agent and Lead Lender, J.P. Morgan SE, as Administrative Agent and Wilmington Trust (London) Limited as Security Agent, including a term loan facility of $130 million. The term of the TLB Credit Agreement is five years from the funding date of the term loan facility, and the term loan facility is subject to 1% amortization per annum paid in quarterly installments. Borrowings carry an interest rate of Term SOFR (with a floor of 2.50%) plus 7.5% or Base Rate (with floor of 3.50%) plus 6.5%. The TLB Credit Agreement contains maintenance financial covenants such as minimum EBITDA, total net leverage ratio and liquidity requirements. The TLB Credit Agreement also contains certain negative covenants, including but not limited to restrictions on indebtedness, limitations on liens, fundamental changes covenant, asset sales covenant, and restricted payments covenant. The debt under the TLB Credit Agreement ranks pari passu with, and shares in the same security and guarantees from the Group as, the EIF Facility and the SRCF Agreement by way of the Intercreditor Agreement. As of December 31,2024, we had $131.3 million, including accrued interest, outstanding under the TLB Credit Agreement.

On April 18, 2023, the Company, Oatly AB, Oatly Inc. and other parties entered into an Intercreditor Agreement (the "Intercreditor Agreement") with, amongst others J.P. Morgan SE, as Senior Secured Term Facilities Agent, Wilmington Trust (London) Limited as Senior Secured Revolving Facilities Agent, Wilmington Trust (London) Limited as Common Security Agent and U.S. Bank Trust Company, National Association as trustee in respect of certain of the Convertible Notes. The Intercreditor Agreement includes customary ranking, enforcement and turnover provisions intended to govern the relationship between the creditor groups.

In May 2023, (i) the SRCF Agreement was amended pursuant to an amendment letter to, among other things, ensure that the Convertible Notes constitute "PIPE Financing" under and as defined in the SRCF Agreement and (ii) the TLB Credit Agreement was amended pursuant to an amendment agreement to, among other things, ensure that the Convertible Notes constitute "Convertible Bonds" under and as defined in the TLB Credit Agreement.

On February 14, 2024, the SRCF Agreement and the TLB Credit Agreement were amended and restated to, among other things, (i) reset the financial covenant levels applying to the minimum EBITDA (including separate testing of the Group's Europe & International EBITDA, the definition of which has subsequently been corrected by way of subsequent amendment), minimum liquidity and total net leverage ratio financial covenants and, in relation to the SRCF Agreement, the tangible solvency ratio financial covenant, (ii) revise certain financial definitions to permit additional adjustments for the purpose of the calculation of the financial covenants and (iii) provide certain flexibility for disposals of assets relating to our production facilities in Dallas Fort Worth, Texas, United States of America and Peterborough, United Kingdom. In addition, the existing draw-stop level for the SRCF Agreement, which requires that a certain amount of such facility remains undrawn for as long as the last twelve months' ("LTM") consolidated EBITDA of the Group is negative, has been increased from $50 million to $100 million, and the original 24 months' non-call/make-whole period applying under the TLB Credit Agreement has been reset to apply for the 18 months following the amendment effective date (for the avoidance of doubt, the subsequent 12 months' prepayment fee period still applies after the end of such 18-month period).

Under the amended SRCF Agreement and TLB Credit Agreement, the total net leverage ratio financial covenant, tested in respect of the LTM period ending on each quarter date, will start to apply in respect of the LTM period ending on 31 December 2026 and the applicable financial covenant level will be 4.50:1, stepping down to 3.50:1 for each LTM period ending in 2027 and to 3.00:1 for each LTM period in 2028. The reset quarterly tangible solvency ratio financial covenant level applying under the amended SRCF Agreement is 30%.

On February 11, 2025, the SRCF Agreement and TLB Credit Agreement were amended and restated to, among other things, (i) reset certain financial covenant levels applying to the minimum liquidity financial covenant, (ii) revise certain financial definitions to permit additional adjustments for the purpose of the calculation of certain financial covenants, including in relation to certain costs relating to the discontinuance of certain of the Group's manufacturing facilities and (iii) provide certain flexibility for disposals of assets relating to the relevant manufacturing facilities.

The amended SRCF Agreement and TLB Credit Agreement impose limitations on drawdowns under the SRCF Agreement (other than under ancillary facilities, such as overdraft facilities and bank guarantees, which are exempted from these limitations) based on the last four quarters' consolidated EBITDA of the Group, where, if last four quarters' consolidated EBITDA of the Group is:

(i)less than $0, $0 may be drawn; and

(ii)equal to or greater than $75 million, the full amount of the existing facility may be drawn,

with interim steps in between, and increases requiring improved performance for two consecutive four quarter periods and reductions requiring decreased performance for one four quarter period.

Convertible Notes

On March 23, 2023, and April 18, 2023, we issued $300 million aggregate principal amount of 9.25% Convertible Senior PIK Notes due 2028 (the notes issued on March 23, 2023, the "U.S. Notes" and the notes issued on April 18, 2023, the "Swedish Notes" and, together with the U.S. Notes, the "Original Convertible Notes", and the Original Convertible Notes, together with the HH Notes (as defined below), the "Convertible Notes")). The U.S. Notes and the Swedish Notes have substantially identical economic terms.

Certain of our existing shareholders, Nativus Company Limited, Verlinvest and Blackstone Funds, purchased $200.1 million aggregate principal amount of the Swedish Notes and other institutional investors purchased $99.9 million aggregate principal amount of the U.S. Notes. The investors paid an aggregate purchase price of $291 million, reflecting an original issue discount of 3%.

The Convertible Notes bear interest at a rate of 9.25% per annum, payable semi-annually in arrears in cash or in payment-in-kind, at our option, on April 15 and October 15 of each year, beginning on October 15, 2023. The Convertible Notes will mature on September 14, 2028, unless earlier converted by the holders or required to be converted, repurchased or redeemed by us. The Original Convertible Notes were convertible at the option of each holder at an initial conversion price of $2.41 per ordinary share or per ADS, subject to customary anti-dilution adjustments and conversion rate resets. On March 23, 2024, the conversion price of the Original Convertible Notes was reset to $1.81 in accordance with the terms thereof. As a result of the ADS Ratio Change, the conversion price of the U.S. Notes was proportionately adjusted from $1.81 to $36.20. The conversion price of the U.S. Notes may be reset again on March 23, 2025, if the average of the daily volume-weighted average prices of the ADSs for the 30 consecutive trading days immediately preceding March 23, 2025, times 1.17 is below $36.20. The conversion price of the U.S. Notes, before considering customary anti-dilution adjustments, cannot be reset to lower than $27.20 on March 23, 2025.

Because the Swedish Notes are convertible into ordinary shares rather than ADSs, the ADS Ratio Change did not affect the conversion price and conversion rate of the Swedish Notes. In order to ensure that the holders of the Swedish Notes remain in the same economic position as before the ADS Ratio Change and to preserve economic equivalency of the Swedish Notes with the U.S. Notes and the HH Notes, we, in accordance with the Swedish Terms, will interpret the definition of "Daily VWAP" therein to assume the trading price of 1/20 of an ADS. The conversion price of the Swedish Notes may be reset again on March 23, 2025, if the "Daily VWAP" of 1/20 of an ADS for the 30 consecutive trading days immediately preceding March 23, 2025, times 1.17 is below $1.81. The conversion price of the Swedish Notes, before considering customary anti-dilution adjustments, cannot be reset to lower than $1.36 on March 23, 2025.

We may require conversion of the Convertible Notes if the last reported sale price of our ADSs equals or exceeds 200% of the applicable conversion price on any 45 trading days during any 90 consecutive day period beginning on or after the third anniversary of the issuance of the U.S. Notes (with respect to the U.S. Notes and the HH Notes) and the Swedish Notes (with respect to the Swedish Notes).

On April 18, 2023, we, Oatly AB, Oatly Inc. and other parties entered into the Intercreditor Agreement which includes customary ranking, enforcement and turnover provisions intended to govern the relationship between the creditor groups and which affect the Convertible Notes.

On May 9, 2023 we entered into an agreement with an affiliate of Hillhouse Investment Management Ltd. ("Hillhouse") to sell an additional $35 million in Convertible Senior PIK Notes due 2028 (the "HH Notes"), resulting in approximately $34 million in financing after reflecting an original issue discount of 3%. The economic terms of the HH Notes are substantially identical to the economic terms of the U.S. Notes, except (i) that the HH Notes were convertible at Hillhouse's option at an initial conversion price of $2.52 per ADS, representing an approximate 17% premium to the last reported sale price of our ADSs on the Nasdaq Global Market on May 8, 2023, and (ii) with respect to the specified prices in connection with the conversion rate resets of the HH Notes. On March 23, 2024, the conversion price of the HH Notes was reset to $1.89 in accordance with the terms thereof. As a result of the ADS Ratio Change, the conversion price of the HH Notes was proportionately adjusted from $1.89 to $37.80. The conversion price may be reset again on March 23, 2025, if the average of the daily volume-weighted average prices of the ADSs for the 30 consecutive trading days immediately preceding March 23, 2025, times 1.17 is below $37.80. The conversion price of the HH Notes, before considering customary anti-dilution adjustments, cannot be reset to lower than $28.20 on March 23, 2025. In addition, on May 9, 2023, one of the existing holders of Swedish Notes and an affiliate of one of our shareholders, Verlinvest, agreed to sell and Hillhouse agreed to purchase from Verlinvest $15 million aggregate principal amount of Swedish Notes (the "Resale Notes"). The purchase and sale of the HH Notes and the Resale Notes closed on May 31, 2023. The HH Notes are also subject to the Intercreditor Agreement.

The Note Terms contain covenants limiting our ability to incur additional debt other than certain debt permitted under the TLB Credit Agreement, issue preferred stock, and incur convertible debt or subordinated debt, in each case without the consent of the holders of a majority of the Convertible Notes (as determined pursuant to the applicable Note Terms).

Other Credit Facilities

In October 2019, we entered into a European Investment Fund guaranteed three-year term loan facility of €7.5 million (equivalent of $8.0 million) with Svensk Exportkredit (the "EIF Facility"). The EIF Facility bears interest at EURIBOR + 2.75%. On October 6, 2022, the termination date of the EIF Facility was extended to October 11, 2025 and the amortization schedule thereunder revised, with amortizations in an amount of €0.3 million to be made on a quarterly basis effective January 11, 2023. The loan facility and interest margin remained unchanged. On February 14, 2024, the EIF Facility was amended and restated to, where and to the extent applicable, implement equivalent amendments as those made to the SRCF Agreement on February 14, 2024, and on February 11, 2025, the EIF Facility was amended and restated to, where and to the extent applicable, implement equivalent amendments as those made to the SRCF Agreement on February 11, 2025. As of December 31, 2024, we had €1.3 million (equivalent of $1.3 million) outstanding under the EIF Facility, including accrued interest.

Cash Flows

The following table presents the summary consolidated cash flow information for the periods presented.

	Year Ended December 31,	
(in thousands of U.S. dollars)	**2024**	**2023**
Net cash flows used in operating activities	(114,428)	(165,626)
Net cash flows used in investing activities	(9,251)	(26,698)
Cash flows (used in)/from financing activities	(27,288)	354,995

Net cash used in operating activities

Net cash flows used in operating activities decreased by $51.2 million to $114.4 million for the year ended December 31, 2024 from $165.6 million for the year ended December 31, 2023, which was primarily driven by improved operating results, partly offset by a cash outflow of $29.7 million related to discontinued construction of the Group's production facilities in Peterborough, UK and Dallas-Fort Worth, Texas, and a cash outflow of $9.3 million related to the settlement of US securities class action litigation.

Net cash used in investing activities

Net cash flows used in investing activities decreased by $17.4 million to $9.3 million for the year ended December 31, 2024 from $26.7 million for the year ended December 31, 2023. The lower outflow was primarily driven by capital expenditure of $41.2 million compared to $69.0 million in the prior year period, offset by $31.2 million in net proceeds from sale of property, plant and equipment in 2024, and $44.0 million in net proceeds from the sale of assets related to the YYF Transaction in 2023.

Net cash (used in)/from financing activities

Net cash flows (used in)/from financing activities decreased by $382.3 million to an outflow of $27.3 million for the year ended December 31, 2024 from an inflow of $355.0 million for the year ended December 31, 2023, which was primarily due to net proceeds of $325.0 million from the close of the financing transactions in 2023. For more detail on the financing activities, see Item 5.B. "*Operating and Financial Review and Prospects—Liquidity and Capital Resources"* above.

Contractual Obligations and Commitments

For information regarding our contractual commitments and contingencies, see Note 33 *Commitments and contingencies* to our consolidated financial statements included elsewhere in this Annual Report.

C. Research and Development, Patents and Licenses, etc.

For a description of the Company's research and development policies, see Item 4.B. "*Information on the Company—Business Overview*" and discussions elsewhere in this Item 5. "*Operating and Financial Review and Prospects*."

D. Trend Information

Other than as disclosed elsewhere in this Annual Report, we are not aware of any trends, uncertainties, demands, commitments or events since December 31, 2024 that are reasonably likely to have a material adverse effect on our revenues, income, profitability, liquidity or capital resources, or that would cause the disclosed financial information to be not necessarily indicative of future operating results or financial conditions.

E. Critical Accounting Estimates

See Note 4 *Significant accounting judgments, estimates and assessments* to our consolidated financial statements, included elsewhere in this Annual Report, for a summary of our significant accounting policies, estimates and judgments.

Item 6. Directors, Senior Management and Employees

A. Directors and Senior Management

Executive Officers and Board Members

The following table presents information about our current executive officers and board members, including their ages as of the date of this Annual Report:

Name	**Age**	**Position**
Executive Officers		
Jean-Christophe Flatin	56	Chief Executive Officer
Marie-José David	53	Chief Financial Officer
Daniel Ordoñez	56	Global President & Chief Operating Officer
Board Members		
Martin Brok	58	Board Member
Gregory Christenson	57	Board Member
Ann Chung	43	Board Member
Bernard Hours	68	Board Member
Lillis Härd	54	Board Member
Hannah Jones	57	Board Member
Eric Melloul	56	Board Member
Frances Rathke	64	Board Member
Lai Shu Tuen-Muk	51	Board Member
Xin Wang	40	Board Member
Yawen Wu	42	Board Member

Unless otherwise indicated, the current business addresses for our executive officers and the members of our Board of Directors is c/o Oatly Group AB, Ångfärjekajen 8 211 19 Malmö, Sweden.

Executive Officers

The following is a brief summary of the business experience of our executive officers.

Jean-Christophe Flatin has served as our Chief Executive Officer since June 2023, and prior to that he served as our Global President from June 2022 to June 2023. Prior to joining the Company, Mr. Flatin served as President of Innovation, Science, Technology and Mars Edge at Mars from September 2018 to June 2022. In total, he has more than 30 years of experience at Mars, Incorporated. Mr. Flatin holds a Master in Management from ESPC Europe.

Marie-José David has served as our Chief Financial Officer since October 2023. Prior to joining the Company, Ms. David served as Chief Financial Officer at Mars Veterinary Health International & Diagnostics from September 2020 to July 2023, as Chief Financial Officer Americas at Pandora from February 2019 to June 2020 and as Vice

President, Finance for a professional product division at L'Oréal USA from August 2012 to January 2019. Ms. David holds a Bachelor in Economics and Management and a Master in Finance from University Pantheon Assas (PARIS II).

Daniel Ordoñez has served as our Global President since February 2025 and as our Chief Operating Officer since June 2022. Prior to joining the Company, Mr. Ordoñez served as President of Danone Iberia from July 2021 to June 2022, as SVP Chief Growth Officer of Danone's Dairy & Plant-Based division from November 2017 to June 2021 and as SVP Chief Growth Officer of Danone from November 2015 to October 2017. He holds a degree in Economics and Public Accounting from the University of Buenos Aires.

Board Members

The following is a brief summary of the business experience of our board members.

Martin Brok has served as a member of our Board of Directors since May 2023. He currently also serves as a member of the board of directors in several private companies such as End Clothing, Poke House, Grupo Axo, Qorium, Tous and Revlon. Mr. Brok served as a member of the board of directors of Self Esteem Brands from May 2015 to April 2024 and as a member of the board of directors of London First from December 2017 to April 2020. He served as Global President and Chief Executive Officer of Sephora from September 2020 to June 2022 and has more than 35 years of experience in senior roles at some of the world's best-known brands, including Starbucks, Nike, Burger King Corporation and The Coca-Cola Company. Mr. Brok holds a Bachelor of Business Administration (Marketing) from Georgia State University's Robinson School of Business and he has attended the Program for Management Development at Harvard Business School.

Ann Chung has served as a member of our Board of Directors since July 2020. She has served as a Senior Managing Director of the Blackstone Group since January 2020. Ms. Chung has also served as a member of the board of directors of Supergoop since December 2021 and a member of the board of directors of Spanx since November 2021. She served as a member of the board of directors of CJ Foods from May 2014 to January 2020. Ms. Chung holds a Bachelor of Science (Commerce) from the University of Virginia and a Master of Business Administration (Entrepreneurial Management) from the University of Pennsylvania.

Gregory Christenson has served as a member of our Board of Directors since May 2024. He has served as Chief Financial Officer of Tropicana Brands Group since January 2025. Mr. Christenson has also served as a member of the board of directors of Chemical Guys since October 2024 and a member of the board of directors of Anchor Media Services since March 2019. He served as a member of the board of directors of Stryve Foods from July 2021 to September 2024. Mr. Christenson was Chief Financial Officer at Champion Petfood from July 2019 to July 2023. He holds a Bachelor of Science (Accounting) from Providence College and a Master of Business Administration (Finance) from Northeastern University.

Bernard Hours has served as a member of our Board of Directors since March 2019. He has served as a President of Medved Limited since December 2014. Mr. Hours has also served as a member of the board of directors of Share since February 2021 and a member of the board of directors of Verlinvest since January 2015. He was President of Andros España from January 2017 to May 2024 and President of Chef Sam from January 2017 to October 2024. Mr. Hours holds a degree in Business from HEC Paris.

Lillis Härd has served as a member of our Board of Directors since February 2023. Mr. Härd has been an employee of Oatly since 2019 and currently serves as an employee representative on Oatly's Board of Directors in accordance with Swedish law.

Hannah Jones has served as a member of our Board of Directors since April 2021. She has served as the Chief Executive Officer of Earthshot Prize since June 2021. Ms. Jones was the President of Nike Innovation Labs and the Chief Sustainability Officer of Nike from June 1998 to June 2021. She has won numerous awards, including C.K. Prahalad Award of Global Business Sustainability Leadership in 2013 and Fast Company #8 Most Creative People Award in 2010. Ms. Jones holds a Bachelor of Arts (Philosophy and French) from the University of Sussex.

Eric Melloul has served as a member of our Board of Directors since November 2016. He has served as a Senior Advisor to Verlinvest since March 2024. Mr. Melloul has also served as a member of the board of directors of Hint since August 2011 and a member of the board of directors of Vita Coco since January 2010. He has served as a member of Vita Coco's remuneration committee since November 2021. Mr. Melloul served as a member of the board of directors of Mutti from September 2016 to September 2024 and a member of the board of directors of Frichti from January 2019 to January 2022. He was a Managing Director at Verlinvest from August 2008 to March 2024. Mr. Melloul holds a Master of Public Administration from the Kennedy School at Harvard University and a Post Graduate Diploma from the London School of Economics and Political Science.

Frances Rathke has served as a member of our Board of Directors since May 2021. She has also served as a member of the board of directors of John Hancock Investment Management since September 2020, a member of the board of directors of Planet Fitness since August 2016, a member of the board of directors of Northern New England Energy Corporation since April 2016, a member of the board of directors of Flynn Center for Performing Arts since April 2016 and a member of the board of directors of Green Mountain Power Corporation since January 2016. Ms. Rathke has served as the Chairperson of Planet Fitness' audit committee since August 2016. She was Chief Financial Officer and Treasurer at Keurig Green Mountain, Inc. from October 2003 to August 2015. Ms. Rathke holds a Bachelor of Science in Accounting and Business Administration from the University of Vermont and previously was a certified public accountant.

Lai Shu Tuen-Muk has served as a member of our Board of Directors since November 2022. He has served as the Chief Financial Officer of China Resources Enterprise, Limited since July 2022. Mr. Tuen-Muk currently also serves as a member of the board of directors in several private companies. He served as a member of the board of directors of China Resources Beer (Holdings) Company Limited from July 2019 to November 2021. Mr. Tuen-Muk was Deputy General Manager in the Finance Department of China Resources Group from August 2015 to July 2022 and he has over 20 years of experience in corporate finance and treasury management. He holds a Bachelor in Finance from the University of Hong Kong and a Master in Finance from the City University of Hong Kong. Mr. Tuen-Muk is also a Chartered Financial Analyst.

Xin Wang has served as a member of our Board of Directors since June 2023. He has served as the Vice President of China Resources Mixc Lifestyle Co., Ltd since June 2024. Mr Wang has experience in fund operation and management as well as corporate operation and management. Previously, Mr. Wang was appointed General Manager of China Resources Runxiang Joint Fund in May 2018, and he also took on the concurrent role of General Manager of China Resources Guodiao Xiamen Consumer Fund in October 2021. Prior to that, he joined China Resources Group and held the positions of Senior Manager of the Strategy Department of China Resources Group and Chief Investment Officer of CR Enterprise Joint Fund from May 2013 to May 2018. Mr. Wang holds a Bachelor in Sociology and Business Administration from Anhui University, a Master in Sociology from Nanjing University and an M.B.A. from Columbia University.

Yawen Wu has served as a member of our Board of Directors since January 2021. She has served as General Manager of the Asset Management Department at China Resources Enterprise since July 2021 and as Chief Executive Officer at CR Verlinvest Health Investment Limited since September 2019. Ms. Wu currently also serves as a member of the board of directors of Comvita Limited since September 2021 and as a member of the board of directors in several private companies such as Shanghai Red Sun Enterprise Management Co., Ltd. She holds a Master of Science in International Finance from the University of Nottingham.

Appointment Rights

Pursuant to our articles of association and nominating and corporate governance committee charter, certain of our shareholders have rights to appoint members of our Board of Directors. Pursuant to our articles of association, so long as Verlinvest S.A. ("Verlinvest") and China Resources (Holdings) Company Limited ("CR Holdings"), directly or indirectly, hold at least 5%, 10% or 15% of the total number of our outstanding ordinary shares, respectively, then each of Verlinvest and China Resources has the right to appoint one, two or three board members, respectively, subject to Swedish law. Pursuant to our nominating and corporate governance committee charter, provided that Verlinvest or China Resources, directly or indirectly, owns more than 10% of our total outstanding ordinary shares, Verlinvest or China Resources shall appoint one director to the nominating and corporate governance committee, respectively. Further, pursuant to our nominating and corporate governance charter, provided that Verlinvest and China Resources,

directly or indirectly, own more than 15% of our outstanding ordinary shares, if the percentage of directors of the Board of Directors appointed by each of Verlinvest or China Resources (or their respective designated persons), respectively, is less than their respective percentage ownership of our total outstanding ordinary shares (which disregards any increase in shareholding through purchases in the open market or through a private placement), one independent director shall be proposed by Verlinvest and China Resources through their respective nominating and corporate governance committee members, to the extent permitted under Swedish law. The calculation of the ownership percentages described in this paragraph shall exclude any unvested or unexercised equity incentive awards, which are not entitled to voting.

Our currently serving directors were nominated as follows in connection with the 2024 annual general meeting:

- Lai Shu Tuen-Muk, Xin Wang and Yawen Wu were nominated by China Resources;
- Bernard Hours, Hannah Jones and Eric Melloul were nominated by Verlinvest; and
- Ann Chung was nominated by BXG Redhawk S.à.r.l.

B. Compensation

We set out below the amount of compensation paid and benefits in kind provided by us or our subsidiaries to our executive officers and members of our Board of Directors for services in all capacities to us or our subsidiaries for the year ended December 31, 2024, as well as the amount we contributed to retirement benefit plans for our executive officers and members of our Board of Directors.

As previously stated in "*About this Annual Report*", all metrics that are presented as of a date in 2025, including references to price per ADS and a specific number of ADSs, RSUs or stock options, reflect the Company's new ADS to ordinary share ratio of one ADS representing twenty ordinary shares (1:20). All numbers in this Annual Report for the fiscal years 2021, 2022, 2023 and 2024 reflect the prior ADS to ordinary share ratio of 1:1.

Executive Officer, Non-Executive Director and Key Management Compensation

The compensation for our key management personnel is comprised of the following elements: base salary, bonus, share-based awards, statutory and contractual health and welfare benefits and statutory and contractual pension contributions. During the year ended December 31, 2024, the aggregate compensation accrued or paid to our key management personnel as a group (12 individuals excluding our Chief Executive Officer and Board of Directors) was base pay of $4.4 million, variable pay of $1.0 million, pension costs of $0.5 million, and other remuneration of $1.3 million, of which $0.6 million relates to severance pay. We also recognized share-based compensation expense of $5.6 million for the year ended December 31, 2024, related to stock options and RSUs granted in 2022, 2023 and 2024. The amount represents the expense recognized, which in accordance with IFRS 2, is based on the grant date fair value. Our non-executive directors and certain of our non-executive officers are paid board fees in connection with their service.

Our Chief Executive Officer and non-executive directors received the following compensation, accrued or paid, for the year ended December 31, 2024 (in USD):

	Year ended December 31, 2024						
	Base salary/board fee	Variable remuneration[1]	Other remuneration[2]	Pension costs	Share-based compensation expense[3]		Total
Chief Executive Officer and Director							
Jean-Christophe Flatin	786,613	226,545	14,474	31,124	2,252,303	[4]	3,311,059
Board members							
Martin Brok	86,250	—	—	—	109,529	[5]	195,779
Hannah Jones	82,500	—	—	—	109,529	[5]	192,029
Frances Rathke	82,500	—	—	—	109,529	[5]	192,029
Ann Chung	76,250	—	—	—	—		76,250
Eric Melloul	70,000	—	—	—	82,465	[6]	152,465
Lai Shu Tuen-Muk	70,000	—	—	—	—		70,000
Yawen Wu	70,000	—	—	—	—		70,000
Bernard Hours	60,000	—	—	—	109,529	[5]	169,529
Xin Wang	60,000	—	—	—	—		60,000
Gregory Christenson	43,750	—	—	—	82,465	[6]	126,215
Steven Chu[7]	26,250	—	—	—	27,064	[5]	53,314
Toni Petersson[7]	22,500	—	—	—	—		22,500
Employee representatives							
Lillis Härd	2,188	—	—	—	—		2,188
Total	**1,538,801**	**226,545**	**14,474**	**31,124**	**2,882,413**		**4,693,357**

(1)Variable remuneration relates to bonus compensation awarded by the Company's remuneration committee (the "Remuneration Committee") in its discretion for recognition of the executive's performance and advancement of the Company's strategic business plan.
(2)Other remuneration is primarily comprised of car benefit, holiday allowance and health insurance.
(3)Amounts represent the expense recognized, in accordance with IFRS 2, in our consolidated statement of operations, based on the grant date fair value, rather than the amounts paid to or realized by the named individual.
(4)Represents stock options and RSUs granted in 2022, 2023 and 2024.
(5)Represents RSUs granted in 2023 and 2024.
(6)Represents RSUs granted in 2024.
(7)Mr. Chu and Mr. Petersson stepped down from the Board of Directors, effective May 15, 2024.

Mr. Flatin was granted stock options to purchase 845,937 ordinary shares with an exercise price of $4.13 per ordinary share and 109,863 RSUs in 2022, stock options to purchase 1,626,570 ordinary shares with an exercise price of $1.76 per ordinary share and 211,566 RSUs in 2023, and stock options to purchase 1,471,698 ordinary shares with an exercise price of $1.06 per ordinary share and 981,132 RSUs in 2024. One-third of Mr. Flatin's stock options vest annually on the first, second and third anniversary after each respective grant date, and the expiration date for each vested tranche of options is five years after the relevant vesting date.

On June 18, 2024, pursuant to the resolutions of the Remuneration Committee, the Board of Directors and the shareholders of the Company, certain senior key employees were offered the opportunity to exchange outstanding unexercised stock options for a smaller number of RSUs. The exchange was completed on June 28, 2024, and Mr. Flatin was granted 234,254 RSUs in exchange for stock options that entitled him to purchase 845,937 ordinary shares. These 234,254 RSUs vest in equal installments over two years on the annual vesting dates falling after the grant date. For further information, refer to Note 8 *Share-based compensation* in the Notes to the Consolidated Financial Statements contained elsewhere in this Annual Report.

Mr. Brok, Mr. Christenson, Mr. Hours, Ms. Jones, Mr. Melloul and Ms. Rathke were each granted 132,075 RSUs in 2024. The RSUs granted to these non-executive directors vest in full on the date of the next annual general meeting of shareholders following the grant date, subject to continued service through the date of such annual general meeting.

For share-based compensation information for the year ended December 31, 2024 for our executive officers and non-executive directors, see "2021 Incentive Award Plan" below and Note 8 *Share-based compensation* in the Notes to the Consolidated Financial Statements contained elsewhere in this Annual Report.

Executive Officer Employment Arrangements

Our executive officers are party to employment agreements with the Company. These agreements include customary terms of employment, including compensation and benefits and provide for benefits upon a termination of service. In addition, these agreements each contain customary provisions regarding non-competition, non-solicitation, confidentiality of information and assignment of inventions.

Incentive Programs

2021 Incentive Award Plan

In connection with our IPO, we adopted a new incentive award program, the 2021 Incentive Award Plan (the "2021 Plan"), which became effective on May 6, 2021 (the "effective date"). The principal purpose of the 2021 Plan is to attract, retain and motivate selected employees, consultants and directors through the granting of share-based compensation awards and cash-based performance bonus awards. The material terms of the 2021 Plan, as it is currently contemplated, are summarized below.

Share reserve

Under the 2021 Plan, 69,496,515 Shares are reserved for grants pursuant to a variety of share-based compensation awards, including stock options, share appreciation rights ("SARs"), RSUs, performance bonus awards, performance share unit awards, dividend equivalents, other share-based awards, and other cash-based awards; provided, however, that no more than 69,496,515 Shares may be issued upon the exercise of incentive stock options. "Share" means, as determined by the administrator, (i) one ordinary share, (ii) a number or fraction of ADS representing ordinary shares or (iii) a warrant entitling the holder to the subscription of one ordinary share against the (at the time) quota value of such ordinary share.

In 2024, we granted stock options that entitled to purchase of 9,261,299 Shares (2023: 11,111,723, 2022: 9,651,313, 2021: 7,002,430), based on a weighted-average share price of $1.04 per ADS (2023: $1.75, 2022: $3.45, 2021: $16.86) to certain of our employees, directors and full-time consultants, of which stock options that entitled to purchase of 5,530,577 shares were granted to members of key management, including our executive officers (2023: 7,941,720, 2022: 7,113,813, 2021: 5,750,002).

In 2024, we granted 9,333,810 RSUs (2023: 5,479,454, 2022: 8,024,889, 2021: 1,832,777), based on a weighted- average share price of $1.05 per ADS (2023: $1.75, 2022: $3.07, 2021: $14.78) to certain of our employees, directors and full-time consultants, of which 4,110,649 RSUs were granted to members of key management, including our executive officers and certain of our directors (2023: 1,281,751, 2022: 841,514, 2021: 41,175).

Such stock options and RSUs shall vest in equal installments over three years from the date of grant for our executive officers and one year for our directors, subject to the terms and conditions of the 2021 Plan.

On June 18, 2024, pursuant to the resolutions of the Remuneration Committee, the Board of Directors and the shareholders of the Company, certain senior key employees were offered the opportunity to exchange outstanding unexercised stock options for a smaller number of RSUs. The exchange was completed on June 28, 2024, with a total of 4,257,251 new RSUs granted, of which 3,303,458 RSUs were granted to members of key management, including our executive officers, in exchange for stock options that entitled them to purchase 12,189,782 Shares. Such new RSUs vest in equal installments over two years on the annual vesting dates falling after the grant date. For further

information, refer to Note 8 *Share-based compensation* in the Notes to the Consolidated Financial Statements contained elsewhere in this Annual Report.

Administration

The Remuneration Committee of our Board of Directors administers the 2021 Plan unless our Board of Directors assumes authority for administration.

Eligibility

Stock options, SARs, RSUs and all other share-based and cash-based awards under the 2021 Plan may be granted to individuals who are then our officers, employees or consultants or are the officers, employees or consultants of certain of our subsidiaries. Such awards may also be granted to our directors. Only employees of our company or certain of our subsidiaries may be granted ISOs.

Awards

The 2021 Plan provides that the administrator may grant or issue stock options, SARs, RSUs, other share- or cash-based awards and dividend equivalents, or any combination thereof. Each award will be set forth in a separate agreement with the person receiving the award and will indicate the type, terms and conditions of the award.

Any award may be granted as a performance award, meaning that the award will be subject to vesting and/or payment based on the attainment of specified performance goals.

Change in control

In the event of a change in control, unless the plan administrator elects to terminate an award in exchange for cash, rights or other property, or cause an award to accelerate in full prior to the change in control, such award will continue in effect or be assumed or substituted by the acquirer, provided that any performance-based portion of the award will be subject to the terms and conditions of the applicable award agreement. In the event the acquirer refuses to assume or replace awards granted, prior to the consummation of such transaction, awards issued under the 2021 Plan will be subject to accelerated vesting such that 100% of such awards will become vested and exercisable or payable, as applicable. The administrator may also make appropriate adjustments to awards under the 2021 Plan and is authorized to provide for the acceleration, cash-out, termination, assumption, substitution or conversion of such awards in the event of a change in control or certain other unusual or nonrecurring events or transactions.

Adjustments of awards

In the event of any extraordinary share dividend or other value transfer, share split, reverse share split, reorganization, combination or exchange of shares, merger, consolidation, split-up, spin-off, recapitalization, repurchase or any other corporate event affecting the number of outstanding Shares or the price of our Shares that would require adjustments to the 2021 Plan or any awards under the 2021 Plan in order to prevent the dilution or enlargement of the potential benefits intended to be made available thereunder, the administrator may make appropriate, proportionate adjustments to: (i) the aggregate number and type of Shares subject to the 2021 Plan; (ii) the number and kind of Shares subject to outstanding awards and terms and conditions of outstanding awards (including, without limitation, any applicable performance targets or criteria with respect to such awards); and (iii) the grant or exercise price per Share of any outstanding awards under the 2021 Plan.

Non-U.S. Participants, Claw-Back Provisions, Transferability and Participant Payments

The plan administrator may modify award terms, establish subplans and/or adjust other terms and conditions of awards, subject to the share limits described above, in order to address governmental or regulatory law, rules, regulations or customs, non-U.S. securities exchange requirements or other regulatory exemptions or approvals of countries outside of the United States. All awards will be subject to the provisions of any claw-back policy implemented by us to the extent set forth in such claw-back policy and/or in the applicable award agreement. With

limited exceptions for estate planning, domestic relations orders, certain beneficiary designations and the laws of descent and distribution, awards under the 2021 Plan are generally non-transferable and are exercisable only by the participant. With regard to tax withholding, exercise price and purchase price obligations arising in connection with awards under the 2021 Plan, the plan administrator may, in its discretion, accept cash or check, provide for net withholding of shares, allow our ordinary shares that meet specified conditions to be repurchased, allow a "market sell order" or such other consideration as it deems suitable.

Amendment and termination

The administrator may terminate, amend or modify the 2021 Plan at any time and from time to time. However, we must generally obtain the shareholders' approval to the extent required by applicable law, rule or regulation (including any applicable stock exchange rule). No amendment, other than an increase to the share limit, pursuant to an adjustment, or to comply with or be exempt from Section 409A of the Internal Revenue Code of 1986, as amended, may materially and adversely affect any award outstanding at the time of such amendment without the affected participant's consent. No award may be granted pursuant to the 2021 Plan after the tenth anniversary of the effective date, provided, however, no incentive stock options may be granted pursuant to the 2021 Plan after the tenth anniversary of the earlier of (i) the date the 2021 Plan was adopted by us and (ii) the date the 2021 Plan was approved by our shareholders. Any award that is outstanding on the termination date of the 2021 Plan will remain in force according to the terms of the 2021 Plan and the applicable award agreement.

Insurance and Indemnification

We have entered into an indemnification agreement with each of our directors, executive officers, and certain other employees. The indemnification agreements require us to indemnify our directors and officers to the fullest extent permitted by Swedish law.

In addition to such indemnification, we provide our directors and executive officers with directors' and officers' liability insurance.

Insofar as indemnification of liabilities arising under the Securities Act may be permitted to executive officers and members of the Board of Directors or persons controlling us pursuant to the foregoing provisions, we have been informed that, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

C. Board Practices

Composition of our Board of Directors

Our Board of Directors currently consists of eleven members. Our Board of Directors has determined that Martin Brok, Gregory Christenson, Ann Chung, Bernard Hours, Hannah Jones, Eric Melloul, Frances Rathke, Lai Shu Tuen-Muk, Xin Wang and Yawen Wu do not have a relationship that would interfere with the exercise of independent judgment in carrying out a director's responsibilities and that each of these directors is "independent" as that term is defined under the rules of the Nasdaq Stock Market LLC ("Nasdaq"). There are no family relationships among any of our directors or executive officers.

Board of Directors

Powers of the Directors

Our Board of Directors directs our policy and supervises the performance of our Chief Executive Officer and his actions. Our Board of Directors may exercise all powers that are not required under the Swedish Companies Act or under our articles of association to be exercised or taken by our shareholders.

Number of Directors

Our articles of association provide that our Board of Directors shall consist of three to thirteen members with no more than five deputy board members. Our Board of Directors currently has eleven members. Members shall serve for a term ending on the date of the third annual general meeting following the annual general meeting at which such member was appointed, provided that the term of each member of the Board of Directors shall continue until the election of his or her successor and be subject to his or her earlier death, resignation or removal.

For information as to shareholder appointment rights, see Item 6.A. "*Directors, Senior Management and Employees—Directors and Senior Management—Appointment Rights*."

Removal of Directors

Under the Swedish Companies Act, directors appointed at a general meeting may be removed by a resolution adopted at a general meeting, upon the affirmative vote of a simple majority of the votes cast.

Vacancies on the Board of Directors

Under the Swedish Companies Act, if a board member's tenure should terminate prematurely, the other members of the Board of Directors shall take measures to appoint a new director for the remainder of the term, unless the outgoing board member was an employee representative. If the outgoing board member was elected by the shareholders, then the election of a new board member may be deferred until the time of the next annual general meeting, providing there are enough remaining board members to constitute a quorum.

Duties of Board Members and Conflicts of Interest

Pursuant to the Swedish Companies Act, the Board of Directors is responsible for the organization of the Company and the management of the Company's affairs, which means that the Board of Directors is responsible for, among other things, setting targets and strategies, securing routines and systems for evaluation of established targets, continuously assessing the financial position and profits and evaluating the operating management. Under Swedish law, members of our Board of Directors have a duty of loyalty to act honestly, in good faith and with a view to our best interests. The members of our Board of Directors also have a duty to exercise the care, diligence and skills that a reasonably prudent person would exercise in comparable circumstances. In fulfilling their duty of care to us, the members of our Board of Directors must ensure compliance with our articles of association. In certain limited circumstances, a shareholder has the right to seek damages if a duty owed by a member of our Board of Directors is breached.

Audit Committee

Listing Requirements

We must have an audit committee that satisfies Nasdaq Rule 5605(c)(3), which addresses audit committee responsibilities and authority and requires that the audit committee consist of members who meet the independence requirements of Nasdaq Rule 5605(c)(2)(A)(ii).

Audit Committee Role

The Company's audit committee (the "Audit Committee"), which consists of Gregory Christenson, Ann Chung and Frances Rathke, assists the Board of Directors in overseeing our accounting and financial reporting processes and the audits of our financial statements. Frances Rathke serves as Chairperson of the committee. All members of our Audit Committee meet the requirements for financial literacy under the applicable rules and regulations of the SEC and Nasdaq. Our Board of Directors has determined that Frances Rathke is an "audit committee financial expert" as defined by the SEC rules. Our Board of Directors has determined that each of Gregory Christenson, Ann Chung and Frances Rathke are "independent" as such term is defined under the Nasdaq Rules and under Rule 10A-3(b)(1) under the Exchange Act. The Audit Committee is governed by a charter that complies with the Nasdaq Rules.

The Audit Committee is responsible for:

•recommending to the Board of Directors (as permitted pursuant to the applicable instructions under Rule 10A-3) the appointment of the independent auditor to the general meeting of shareholders;

•recommending to the Board of Directors the appointment, compensation, retention and oversight of any accounting firm engaged for the purpose of preparing or issuing an audit report or performing other audit services;

•pre-approving the audit services and non-audit services to be provided by our independent auditor before the auditor is engaged to render such services;

•evaluating the independent auditor's qualifications, performance and independence, and presenting its conclusions to the full Board of Directors on at least an annual basis;

•reviewing and discussing with the Board of Directors and the independent auditor our annual audited financial statements and quarterly financial statements prior to the filing of the respective annual and quarterly reports and the public disclosure of our quarterly earnings releases;

•reviewing the Company's policies with respect to risk assessment and risk management and overseeing management of the Company's enterprise risk, including financial and cybersecurity risks;

•reviewing our compliance with laws and regulations, including major legal and regulatory initiatives and also reviewing any major litigation or investigations against us that may have a material impact on our financial statements; and

•approving or ratifying any related party transaction (as defined in our related party transaction policy) in accordance with our related party transaction policy.

The Audit Committee meets as often as one or more members of the Audit Committee deem necessary, but in any event meets at least four times per year. The Audit Committee meets at least once per year with our independent accountant, without our executive officers being present.

Remuneration Committee

The Remuneration Committee, which consists of Martin Brok, Eric Melloul and Yawen Wu, assists the Board of Directors in determining executive officer compensation. Martin Brok serves as Chairperson of the committee. Our Board of Directors has determined that each member of our Remuneration Committee is independent under Nasdaq Rules, including the additional independence requirements applicable to the members of a Remuneration Committee. The Remuneration Committee recommends to the Board of Directors for determination the compensation of each of our executive officers.

The Remuneration Committee is responsible for:

•evaluating each executive officer's performance in light of such goals and objectives and determining each executive officer's compensation based on such evaluation;

•determining any long-term incentive component of each executive officer's compensation in line with the remuneration policy and reviewing our executive officer compensation and benefits policies generally;

•review and approve the implementation or revision of any clawback policy allowing the Company to recoup compensation paid to executive officers and other employees;

•review and make recommendations to the Board of Directors regarding director compensation, subject to any applicable shareholder approval requirements pursuant to Swedish law; and

•reviewing and assessing risks arising from our compensation policies and practices for our employees and whether any such risks are reasonably likely to have a material adverse effect on us.

Nominating and corporate governance committee

The Company's nominating and corporate governance committee (the "Nominating and Corporate Governance Committee"), which consists of Ann Chung, Hannah Jones and Lai Shu Tuen-Muk, assists our Board of Directors in identifying individuals qualified to become members of our Board of Directors, consistent with criteria established by our Board of Directors and in developing our corporate governance principles. Hannah Jones serves as Chairperson of the committee.

The Nominating and Corporate Governance Committee is responsible for:

- identifying individuals qualified to become members of our Board of Directors and ensuring these individuals have the requisite expertise with sufficiently diverse and independent backgrounds;
- reviewing and evaluating the composition, function and duties of our Board of Directors;
- recommending nominees for selection to our Board of Directors and its corresponding committees;
- making recommendations to the board as to determinations of Board of Directors member independence;
- leading the Board of Directors in a self-evaluation, at least annually, to determine whether it and its committees are functioning effectively;
- overseeing our efforts with regard to environmental, social and governance matters; and
- developing and recommending to the Board of Directors our rules governing the Board of Directors and the Company's Corporate Governance Guidelines and reviewing and reassessing the adequacy of such rules governing the Board of Directors and the Company's Corporate Governance Guidelines and recommending any proposed changes to the Board of Directors.

D. Employees

As of December 31, 2024 and 2023, we had 1,482 and 1,548 employees, respectively. The Company also employs consultants. In 2024 and 2023, we had 80 and 103 full-time consultants on average, respectively.

The table below sets out the number of employees by geography:

Geography	As of December 31, 2024	As of December 31, 2023
Europe & International[(1)]	919	875
North America	217	218
Greater China[(2)]	346	455
Total	**1,482**	**1,548**

(1)The majority of our Europe & International employees are located in Sweden.
(2)Greater China employees primarily based in China and Hong Kong.

The table below sets out the number of employees by category of activity:

Department	As of December 31, 2024	As of December 31, 2023
Production, supply chain and operations	576	594
Sales	322	339
Finance	130	124
Innovation management and research and development	102	114
Marketing and branding	113	112
Other[(1)]	239	265
Total	**1,482**	**1,548**

(1)"Other" includes Corporate Management, IT, HR and Sustainability & Internal Communication.

In line with industry standards in the country of employment, our employees maintain a range of relationships with union groups.

We have not previously experienced labor-related work stoppages or strikes and believe that our relations with our employees are satisfactory.

E. Share Ownership

For information regarding the share ownership of directors and officers, see Item 7.A. *"Major Shareholders and Related Party Transactions—Major Shareholders.*" For information as to our equity incentive plans, see Item 6.B. "*Directors, Senior Management and Employees—Compensation—Incentive Programs*."

Item 7. Major Shareholders and Related Party Transactions

A. Major Shareholders

The following table sets forth information relating to the beneficial ownership of our ordinary shares as of March 11, 2025 by:

- each person, or group of affiliated persons, known by us to beneficially own 5% or more of our outstanding ordinary shares;
- each of our executive officers and our Board of Directors; and
- all of our executive officers and our Board of Directors as a group.

The number of ordinary shares beneficially owned by each entity, person, executive officer or board member is determined in accordance with the rules of the SEC, and the information is not necessarily indicative of beneficial ownership for any other purpose. Under such rules, beneficial ownership includes any shares over which the person has sole or shared voting power or investment power as well as any shares that the person has the right to acquire within 60 days of March 11, 2025, through the exercise of any option, RSU and warrant or other right. Securities that can be so acquired are deemed to be outstanding for purposes of computing such person's ownership percentage, but not for purposes of computing any other person's percentage. Except as otherwise indicated, and subject to applicable community property laws, the persons named in the table have sole voting and investment power with respect to all ordinary shares held by that person. The percentage of shares beneficially owned is based on 598,559,840 ordinary shares outstanding as of February 28, 2025.

As previously stated in "*About this Annual Report*", all metrics that are presented as of a date in 2025, including references to price per ADS and a specific number of ADSs, RSUs or stock options, reflect the Company's new ADS to ordinary share ratio of one ADS representing twenty ordinary shares (1:20).

Unless otherwise indicated below, the address for each beneficial owner listed is Oatly Group AB, Ångfärjekajen 8, 211 19 Malmö, Sweden.

For further information regarding material transactions between us and principal shareholders, see Item 7.B. *"Major Shareholders and Related Party Transactions —Related Party Transactions."*

Name of beneficial owner	Number	%
5% or Greater Shareholders		
Nativus Company Limited[1]	283,735,149	46.5%
Blackstone Funds[2]	58,140,111	9.4%
Executive Officers and Board Members		
Marie-José David[3]	12,500	*
Jean-Christophe Flatin[4]	685,950	*
Daniel Ordoñez[5]	423,760	*
Martin Brok[6]	889,240	*
Gregory Christenson[7]	150,000	*
Ann Chung	—	—
Bernard Hours[8]	79,324	*
Lillis Härd[9]	1,140	*
Hannah Jones[10]	54,020	*
Eric Melloul[11]	58,480	*
Frances Rathke[12]	54,020	*
Lai Shu Tuen-Muk	—	—
Xin Wang	—	—
Yawen Wu	—	—
All executive officers and board members as a group (14 persons)[13]	**2,408,434**	*

* Indicates beneficial ownership of less than 1% of the total outstanding ordinary shares.

(1)Consists of 271,763,953 ordinary shares and Convertible Notes convertible into a maximum of 11,971,196 ordinary shares within 60 days of March 11, 2025. Nativus Company Limited directly holds 271,763,953 ordinary shares of the Company. Nativus Company Limited also holds Convertible Notes of which a portion are convertible into an aggregate maximum of approximately 11,971,196 ordinary shares within 60 days of March 11, 2025. The remaining Convertible Notes owned by Nativus Company Limited are not convertible without giving more than 60 days' notice to the Company. As a result, they are not included in the beneficial ownership information set forth herein. Nativus Company Limited is a wholly owned subsidiary of CR Verlinvest Health Investment Limited ("CRVV"), a limited company incorporated in Hong Kong and a joint venture that is 50% owned by Verlinvest S.A., a company incorporated in Belgium, and 50% owned by Blossom Key (Hong Kong) Holdings Limited, a limited company incorporated in Hong Kong. Each of Nativus Company Limited and CRVV have sole voting and dispositive power over 283,735,149 ordinary shares. Blossom Key (Hong Kong) Holdings Limited is a wholly owned subsidiary of CRH (CRE) Limited. CRH (CRE) Limited is a wholly owned subsidiary of China Resources (Holdings) Company Limited. CRC Bluesky Limited holds all the voting shares in China Resources (Holdings) Company Limited. CRC Bluesky Limited is a wholly owned subsidiary of China Resources Inc. China Resources Company Limited holds substantially all the shares in China Resources Inc. The State-owned Assets Supervision and Administration Commission of the State Council and the National Council for Social Security Fund of the People's Republic of China perform the duty of investor (as to 90.0222% and 9.9778%, respectively) of China Resources Company Limited on behalf of the State Council of the People's Republic of China. Each of Blossom Key (Hong Kong) Holdings Limited, CRH (CRE) Limited, China Resources (Holdings) Company Limited, CRC Bluesky Limited, China Resources Inc., China Resources Company Limited and Verlinvest S.A. have shared voting and dispositive power over 283,735,149 ordinary shares. The address for Nativus Company Limited is 39/F, China Resources Building, 26 Harbour Road, Wanchai, Hong Kong and the address for CRVV is 39/F, China Resources Building, 26 Harbour Road, Wanchai, Hong Kong.

(2)Consists of 39,778,182 ordinary shares and 18,361,929 ordinary shares which would be received upon conversion of Convertible Notes within 60 days of March 11, 2025. The number of ordinary shares represents 39,402,666 ordinary shares directly held by BXG Redhawk S.à r.l. and 375,516 ordinary shares directly held by BXG SPV ESC (CYM) L.P. (together, the "Blackstone Funds"). Ordinary shares which may be received upon conversion of Convertible Notes within 60 days of March 11, 2025, represents 18,188,592 ordinary

shares which would be received upon conversion of Convertible Notes held by BXG Redhawk S.à r.l. and 173,337 ordinary shares which would be received upon conversion of Convertible Notes held by BXG SPV ESC (CYM) L.P. BXG Redhawk S.à r.l. is controlled by BXG Redhawk Holdings (CYM) L.P., the general partner of which is BXG Holdings Manager L.L.C. Blackstone Growth Associates L.P. is the managing member of BXG Holdings Manager L.L.C and BXGA L.L.C. is the general partner of Blackstone Growth Associates L.P. Blackstone Holdings II L.P. is the managing member of BXGA L.L.C. The general partner of BXG SPV ESC (CYM) L.P. is BXG Side-by-Side GP L.L.C. Blackstone Holdings II L.P. is the sole member of BXG Side-by-Side GP L.L.C. Blackstone Holdings I/II GP L.L.C. is the general partner of Blackstone Holdings II L.P. Blackstone Inc. is the sole member of Blackstone Holdings I/II GP L.L.C. The sole holder of the Series II preferred stock of Blackstone Inc. is Blackstone Group Management L.L.C. Blackstone Group Management L.L.C. is wholly owned by Blackstone's senior managing directors and controlled by its founder, Stephen A. Schwarzman. Each of the Blackstone entities described in this footnote and Stephen A. Schwarzman may be deemed to beneficially own the securities directly or indirectly controlled by such Blackstone entities or him, but each disclaims beneficial ownership of such securities (other than the Blackstone Funds to the extent of their direct holdings). The address of Mr. Schwarzman and each of the other entities listed in this footnote is c/o Blackstone Inc., 345 Park Avenue, New York, New York 10154.

(3)Represents 12,500 ordinary shares in the form of 625 ADSs.

(4)Represents 685,950 ordinary shares in the form of 7,188 ADSs and stock options that will be exercisable into 542,190 ordinary shares within 60 days of March 11, 2025.

(5)Represents 423,760 ordinary shares in the form of 21,188 ADSs.

(6)Represents 889,240 ordinary shares in the form of 44,462 ADSs.

(7)Represents 150,000 ordinary shares in the form of 7,500 ADSs.

(8)Represents 79,324 ordinary shares in the form of 25,304 ordinary shares and 2,701 ADS.

(9)Represents 1,140 ordinary shares in the form of 57 ADSs.

(10)Represents 54,020 ordinary shares in the form of 2,701 ADSs.

(11)Represents 58,480 ordinary shares in the form of 2,924 ADSs.

(12)Represents 54,020 ordinary shares in the form of 2,701 ADSs.

(13)Represents an aggregate of 2,408,434 ordinary shares in the form of 25,304 ordinary shares, 92,047 ADSs and stock options that will be exercisable into 542,190 ordinary shares within 60 days of March 11, 2025.

According to the depositary, as of March 1, 2025, the Company had 13,122,293 ADSs outstanding and 18 registered holders of its ADSs with addresses in the United States. Approximately 97.5% of the Company's outstanding ADSs were held by Cede & Co. as a nominee for the Depository Trust Company as of March 1, 2025. According to our registrar, as of December 30, 2024, there were six registered holders of our ordinary shares with addresses in the United States representing approximately 96.1% of our outstanding ordinary shares as of that date. Because some of the Company's ADSs and ordinary shares are held through brokers or other nominees, the number of record holders of the Company's ADSs or ordinary shares with addresses in the United States may be fewer than the number of beneficial owners of ADSs and ordinary shares in the United States.

To our knowledge, other than as provided in the table above, our other filings with the SEC and this Annual Report, there has been no significant change in the percentage ownership held by any major shareholder since January 1, 2020. The major shareholders listed above do not have voting rights with respect to their ordinary shares that are different from the voting rights of other holders of our ordinary shares.

We are not aware of any arrangement whereby we are directly or indirectly owned or controlled by another corporation, by any foreign government or by any other natural or legal person severally or jointly, nor are we aware of any arrangement that may, at a subsequent date, result in a change of control of the Company.

B. Related Party Transactions

The following is a description of our related party transactions since January 1, 2024. For a description of our agreements with our executive officers and certain of our directors, see Item 6.B. "*Directors, Senior Management and Employees—Compensation—Executive Officer Employment Arrangements*."

Registration Rights Agreement

In May 2021, we entered into a Registration Rights Agreement with Nativus Company Limited, BXG Redhawk S.à r.l. and certain of our other shareholders (the "Registration Rights Agreement"), pursuant to which such investors have certain demand registration rights, short-form registration rights and piggyback registration rights and related indemnification rights from us, subject to customary restrictions and exceptions. All fees, costs and expenses of registrations, other than underwriting discounts and commissions, are expected to be borne by us.

Additional Listing Agreement

On February 9, 2021, we entered into an agreement with our shareholders to, subject to certain conditions, seek an additional listing (the "Additional Listing") of our ordinary shares or ADSs on the Hong Kong Stock Exchange (the "Additional Listing Agreement"). Pursuant to the terms of the Additional Listing Agreement, in the event that (i) our status as a publicly listed company in the United States has or results in a material adverse effect (as described below) as a result of the status of our shareholders or their affiliates as being owned or controlled by, or otherwise affiliated with, a foreign state, government or political party (or perceived as such), at any time for so long as such material adverse effect subsists or (ii) at any time, and from time to time, after the second anniversary of the completion of our IPO, we generate more than 25% of our revenue from sales in the Asia-Pacific region for each of two consecutive fiscal quarters, then, upon a written request by China Resources or its affiliates holding or beneficially owning our ordinary shares, we shall promptly seek an additional listing on the Hong Kong Stock Exchange. Nativus Company Limited, our largest shareholder, is a wholly owned subsidiary of CRVV, which is a joint venture that is 50% owned by Verlinvest S.A. and 50% owned by Blossom Key (Hong Kong) Holdings Limited. Blossom Key (Hong Kong) Holdings Limited is indirectly and wholly owned by CR Holdings, and CR Holdings is indirectly and wholly owned by China Resources Company Limited. The State-owned Assets Supervision and Administration Commission of the State Council and the National Council for Social Security Fund of the People's Republic of China perform the duty of investor (as to 90.0222% and 9.9778% respectively) of China Resources Company Limited on behalf of the State Council.

A "material adverse effect" means any (i) restriction on the ability of any director appointed or nominated by China Resources or its affiliates to receive information otherwise available to our other directors, or share such information with CRVV and China Resources or its affiliates, (ii) requirement or request from any U.S. governmental authority, or as a result of any applicable law or regulation, for any shareholder or beneficial owner of us or CRVV or its affiliates to divest any of its direct or indirect shareholdings or interest in any of us, CRVV or their respective affiliates, (iii) suspension of trading of our shares, (iv) prohibition or restriction on the investment, trading, purchase, ownership, or providing or obtaining any economic exposure, with respect to any securities or interest in us, CRVV or their respective affiliates, or (v) the directors appointed or to be appointed by China Resources, Nativus Company Limited or their respective affiliates on our Board of Directors in connection with our IPO are disqualified, suspended or otherwise restricted from exercising their powers, rights, duties, authorities or responsibilities as directors, as required or requested from any U.S. governmental authority, or as a result of any applicable law or regulation or any U.S. measures, provided that China Resources, Nativus Company Limited or their respective affiliates, as the case may be, has used reasonable efforts but fails to replace such directors with persons nominated by China Resources, Nativus Company Limited or their respective affiliates, as the case may be, who are not restricted from exercising their powers, rights, duties, authorities or responsibilities as directors, or would not be able to do so in any event even if reasonable efforts were to be used, other than where any of the events in (i) through (v) above occur as a result of any voluntary action or step taken by China Resources or its affiliates. As of the date of this Annual Report, we are not aware of any existing or contemplated laws, regulations or policies that, in light of our current and planned

operations and composition of management, directors and shareholders, would or could reasonably likely result in a material adverse effect.

Pursuant to the terms of the Additional Listing Agreement, we shall not be required to pursue an Additional Listing if: (i) (a) China Resources and its affiliates no longer beneficially own at least 15% of the voting power of our total issued and outstanding shares immediately after the consummation of our IPO (excluding any unvested or unexercised equity incentive awards, which are not entitled to voting) or (b) the voting power of our shares beneficially owned, in the aggregate, by China Resources and its affiliates is lower than that of Verlinvest S.A. and its affiliates or (ii) our Board of Directors determines that seeking or maintaining the Additional Listing would reasonably be expected to have a material adverse impact on the valuation of Oatly or our overall operations.

Distribution Arrangement

For the year ended December 31, 2024, Oatly expensed $1.2 million (2023: $1.1 million, 2022: $0.9 million) pursuant to a Distribution Agreement with the distribution company Chef Sam, of which Bernard Hours, a member of our Board of Directors, was a 33% owner prior to divesting such ownership interest during the third quarter of 2024.

Convertible Notes

On March 23, 2023, and April 18, 2023, we issued $300 million aggregate principal amount of Convertible Notes (the "Original Convertible Notes"). The Original Convertible Notes were issued in two tranches that have substantially identical economic terms. Certain of the Company's existing shareholders, Nativus Company Limited, Verlinvest and Blackstone Funds, purchased $200.1 million aggregate principal amount of Swedish Notes and other institutional investors purchased $99.9 million aggregate principal amount of U.S. Notes. The investors paid an aggregate purchase price of $291 million, reflecting an original issue discount of 3%.

Related Party Transaction Policy

Our Board of Directors has adopted a written related party transaction policy to set forth the policies and procedures for the review and approval or ratification of related party transactions. Under our related party transaction policy, any related party transaction, including all relevant facts and circumstances, must be reviewed and approved or ratified by the Audit Committee. Such review shall assess whether the transaction is on terms comparable to those that could be obtained in arm's length dealings with an unrelated third party, the extent of the related party's interest in the transaction and shall also take into account the conflicts of interest and/or corporate opportunity provisions of our organizational documents and Code of Conduct & Business Ethics Policy and, where the related party involves a director or director nominee, whether the related party transaction will impair the director or director nominee's independence under the rules and regulations of the SEC and Nasdaq.

C. Interests of Experts and Counsel

Not applicable.

Item 8. Financial Information

A. Consolidated Statements and Other Financial Information

Consolidated Financial Statements

See Item 18. *"Financial Statements."*

Legal and Arbitration Proceedings

From time to time, we may be involved in various claims and legal proceedings related to claims arising out of our operations. Other than as described in Notes 33 *Commitments and contingencies* to our consolidated financial statements, which are included elsewhere in this Annual Report, we are not currently a party to any material legal proceedings, including any such proceedings that are pending or threatened, of which we are aware.

Dividend Policy

We do not anticipate paying any cash dividends on our ordinary shares in the foreseeable future. We intend to retain all available funds and any future earnings to fund the development and expansion of our business.

However, if we do pay a cash dividend on our ordinary shares in the future, we will pay such dividend out of our profits or share premium (subject to solvency requirements) as permitted under Swedish law and our debt financing agreements. Our Board of Directors has complete discretion regarding the declaration and payment of dividends, and our principal shareholders will be able to influence our dividend policy.

The amount of any future dividend payments we may make will depend on, among other factors, our strategy, future earnings, financial condition, cash flow, working capital requirements, capital expenditures, contractual restrictions and applicable provisions of our articles of association. For example, our SRCF Agreement and the TLB Credit Agreement contain limitations on our ability to pay dividends. See Item 5.B. *"Operating and Financial Review and Prospects—Liquidity and Capital Resources—Sustainable Revolving Credit Facility and Term Loan B Credit Facility.*" Any profits or share premium we declare as dividends will not be available to be reinvested in our operations. Moreover, we are a holding company that does not conduct any business operations of our own. As a result, we are dependent upon cash dividends, distributions and other transfers from our subsidiaries to make dividend payments.

In the year ended December 31, 2024, we did not declare or pay any dividends.

B. Significant Changes

None.

Item 9. The Offer and Listing

A. Offer and Listing Details

Our ADSs commenced trading on the Nasdaq Global Select Market on May 20, 2021, under the symbol "OTLY". Prior to this, no public market existed for our ordinary shares.

B. Plan of Distribution

Not applicable.

C. Markets

Our ADSs commenced trading on the Nasdaq Global Select Market on May 20, 2021, under the symbol "OTLY".

D. Selling Shareholders

Not Applicable.

E. Dilution

Not applicable.

F. Expenses of the Issue

Not applicable.

Item 10. Additional Information

A. Share Capital

Not applicable.

B. Memorandum and Articles of Association

A copy of our articles of association is attached as Exhibit 1.1 to this Annual Report. The information called for by this Item is set forth in Exhibit 2.1 to this Annual Report and is incorporated by reference into this Annual Report.

C. Material Contracts

The following are the material contracts, other than material contracts entered into in the ordinary course of business, to which we are or have been a party, for the two years immediately preceding the date of this Annual Report:

•Oatly Group AB 2021 Incentive Award Plan, as amended (see Exhibit 4.2 to this Annual Report). See Item 6.B. "*Directors, Senior Management and Employees —Compensation—Incentive Programs—2021 Incentive Award Plan*".

•Sustainable Revolving Credit Facility Agreement, originally dated April 14, 2021, by and among, amongst others, Oatly Group AB as Company, Oatly AB as Original Borrower, BNP Paribas SA, Bankfilial Sverige, Coöperatieve Rabobank U.A., J.P. Morgan SE and Nordea Bank Abp, filial i Sverige as Lenders and Wilmington Trust (London) Limited as Agent and Security Agent, as amended and/or amended and restated (as applicable) from time to time, including pursuant to an amendment and restatement agreement dated April 18, 2023, an amendment letter dated May 23, 2023, an amendment letter dated February 14, 2024 and an amendment letter dated March 3, 2024 (each superseded by the amendment letter dated February 11, 2025) and an amendment letter dated February 11, 2025 (see Exhibit 4.5 to this Annual Report). See Item 5.B. "*Operating and Financial Review and Prospects—Liquidity and Capital Resources*".

•Investment Agreement, dated March 14, 2023, by and among Oatly Group AB and the Purchasers named therein (see Exhibit 2.7 to this Annual Report). See Item 5.B. "*Operating and Financial Review and Prospects—Liquidity and Capital Resources*".

•Indenture, dated March 23, 2023 by and among Oatly Group AB and U.S. Bank Trust Company, National Association (see Exhibit 2.9 of this Annual Report). See Item 5.B. "*Operating and Financial Review and Prospects—Liquidity and Capital Resources*".

•Terms and Conditions of the Swedish Notes (see Exhibit 2.8 of this Annual Report). See Item 5.B. "*Operating and Financial Review and Prospects—Liquidity and Capital Resources*".

•Investment Agreement, dated May 9, 2023, by and among Oatly Group AB and the Purchaser named therein (see Exhibit 2.10 to this Annual Report). See Item 5.B. "*Operating and Financial Review and Prospects—Liquidity and Capital Resources*".

•Indenture, dated May 31, 2023 by and among Oatly Group AB and U.S. Bank Trust Company, National Association (see Exhibit 2.11 to this Annual Report). See Item 5.B. "*Operating and Financial Review and Prospects—Liquidity and Capital Resources*".

•Term Loan B Credit Agreement, originally dated April 18, 2023, by and among, amongst others, Oatly Group AB, Oatly AB, Oatly Inc., Silver Point Finance LLC as Syndication Agent and Lead Lender, J.P. Morgan SE, as Administrative Agent and Wilmington Trust (London) Limited as Security Agent, as amended and/or amended and restated (as applicable) pursuant to an amendment dated May 23, 2023, an amendment dated February 14, 2024 and an amendment dated February 29, 2024 (each superseded by the amendment dated February 11, 2025) and an amendment dated February 11, 2025 (see Exhibit 4.6 to this Annual Report). See Item 5.B. "*Operating and Financial Review and Prospects—Liquidity and Capital Resources*".

•Intercreditor Agreement, dated April 18, 2023, by and among, amongst others, Oatly Group AB, Oatly AB, Oatly Inc., J.P. Morgan SE, as Senior Secured Term Facilities Agent, Wilmington Trust (London) Limited as Senior Secured Revolving Facilities Agent, Wilmington Trust (London) Limited as Common Security Agent and U.S. Bank Trust Company, National Association as trustee in respect of certain Convertible Senior PIK Notes (see Exhibit 4.4 of this Annual Report). See Item 5.B. "*Operating and Financial Review and Prospects—Liquidity and Capital Resources*".

D. Exchange Controls

There is no Swedish legislation which may affect the import or export of capital or the remittance of dividends, interest or other payments to non-resident holders of our securities, except that, subject to the provisions in any tax treaty, dividends are subject to withholding tax.

E. Taxation

The following summary contains a description of certain Swedish and U.S. federal income tax consequences of the acquisition, ownership and disposition of ADSs, but it does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to purchase ADSs. The summary is based upon the tax laws of Sweden and regulations thereunder and on the tax laws of the United States and regulations thereunder as of the date hereof, which are subject to change.

Material Swedish Tax Considerations

The following discussion is a summary of the material Swedish tax considerations relating to the purchase, ownership and disposition of ADSs.

Investments by Swedish resident holders

No taxation should be triggered upon the acquisition of the ADSs as the price is equal to fair market value. Ownership of the ADSs should in general not trigger any taxes in Sweden. However, certain Swedish investment and insurance companies may be subject to yield taxation on their investments.

Capital gains on disposal of listed ADSs and dividend income from ADSs are taxed at a marginal rate of 30% for Swedish tax resident private individuals and at ordinary income tax rate 20.6% for Swedish tax resident corporations. Any gains or loss on the sale of ADSs is calculated as the sales price of the ADSs less an average acquisition price of the ADSs sold.

Shares held for business purposes (Swedish participation exemption rules)

Dividends and capital gains received by a Swedish limited liability company from ADSs where the underlying securities in a Swedish limited liability company may be tax exempted in Sweden under the Swedish participation exemption rules if:

•the holding of the ADSs implies a shareholding of at least 10 percent of the votes,

•the ADSs and underlying shares are held during a period of at least 12 months, and

•the ADSs and underlying shares are held as capital assets.

Investments by foreign holders

Holders that are not tax resident in Sweden are normally not subject to Swedish taxation on the acquisition, ownership or disposition of ADSs. Holders may however be subject to taxation in its domicile. In case a non-Swedish tax resident company holds ADSs through a Swedish permanent establishment capital gains are subject to Swedish taxation in accordance with the rules for Swedish tax resident companies. Non-Swedish tax resident private individuals are according to a special rule subject to capital gains taxation in Sweden upon the disposal of ADSs in case the private individual has at any point during the calendar year in which the ADSs are disposed, or during the ten preceding years, been residing or permanently stayed in Sweden. The applicability of this rule is however in many cases limited by tax treaties.

Dividends received by foreign investors may be subject to withholding tax at a rate of 30% in Sweden. The tax rate may be limited or reduced to nil under Swedish domestic rules, or under tax treaties that Sweden as entered with the state of residence of the holder.

Material United States Federal Income Tax Considerations

The following summary describes certain material U.S. federal income tax considerations generally applicable to U.S. Holders (as defined below), and solely to the extent described below under the heading "U.S. Foreign Account Tax Compliance Act," to persons other than U.S. Holders, of an investment in our ADSs. This summary applies only to U.S. Holders that hold the ADSs as capital assets within the meaning of Section 1221 of the Code that have acquired our ADSs and that have the U.S. dollar as their functional currency.

This discussion is based on the tax laws of the United States, including the Code, as in effect on the date hereof and on U.S. Treasury regulations as in effect or, in some cases, as proposed, on the date hereof, as well as judicial and administrative interpretations thereof available on or before such date. All of the foregoing authorities are subject to change or differing interpretations, which change or differing interpretation could apply retroactively and could affect the tax consequences described below. No ruling will be requested from the Internal Revenue Service (the "IRS") regarding the tax consequences of acquiring our ADSs and there can be no assurance that the IRS will agree with the discussion set out below. This summary does not address any estate or gift tax consequences, the alternative minimum tax, the Medicare tax on net investment income or any state, local or non-U.S. tax consequences.

This summary also does not address the tax consequences that may be relevant to persons in special tax situations such as:

•banks or other financial institutions;

•insurance companies;

•regulated investment companies;

•real estate investment trusts;

•individual retirement accounts and other tax-deferred accounts;

•broker-dealers;

•persons that elect to use a mark-to-market method of tax accounting;

•U.S. expatriates;

•tax-exempt entities;

•persons that own the ADSs as part of a "straddle," "hedge," "conversion transaction" or integrated transaction;

•persons that actually or constructively own 10% or more of the Company's share capital (by vote or value);

•persons that are resident or ordinarily resident in or have a permanent establishment in a jurisdiction outside the United States;

•persons who acquired the ADSs pursuant to the exercise of any employee share option or otherwise as compensation; or

•pass-through entities or arrangements, or persons holding ADSs through pass-through entities or arrangements.

THE SUMMARY OF U.S. FEDERAL INCOME TAX CONSIDERATIONS SET OUT BELOW IS FOR GENERAL INFORMATION ONLY. ALL PROSPECTIVE PURCHASERS SHOULD CONSULT THEIR TAX ADVISORS AS TO THE APPLICATION OF THE U.S. FEDERAL TAX RULES TO THEIR PARTICULAR CIRCUMSTANCES AS WELL AS THE STATE, LOCAL, NON-U.S. AND OTHER TAX CONSEQUENCES TO THEM OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF THE ADSS.

As used herein, the term "U.S. Holder" means a beneficial owner of the ADSs that is, for U.S. federal income tax purposes:

•an individual who is a citizen or resident of the United States;

•a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) created or organized under the laws of the United States, any state thereof or the District of Columbia;

•an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or

•a trust that (1) is subject to the primary supervision of a court within the United States and the control of one or more U.S. persons for all substantial decisions or (2) has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person.

If an entity or other arrangement treated as a partnership for U.S. federal income tax purposes holds ADSs, the tax treatment of a partner, member or other beneficial owner in the entity or other arrangement will generally depend upon the status of the partner, member or other beneficial owner and the activities of the entity or other arrangement. Entities or other arrangements treated as a partnership considering an investment in ADSs and partners, members or other beneficial owners in such entities or other arrangements should consult their tax advisors regarding the U.S. federal income tax consequences of owning and disposing of ADSs.

Exchange of ADSs for Ordinary Shares

The discussion below assumes that the representations contained in the deposit agreement are true and that the obligations in the deposit agreement and any related agreement will be complied with in accordance with their terms. Generally, holders of ADSs should be treated for U.S. federal income tax purposes as holding the ordinary shares represented by the ADSs and the following discussion assumes that such treatment will be respected. If so, no gain or loss will be recognized upon an exchange of ordinary shares for ADSs or an exchange of ADSs for ordinary shares.

Taxation of Dividends and Other Distributions on the ADSs

We do not anticipate paying cash dividends in the foreseeable future. See "Dividend Policy" above. However, if we do make distributions, subject to the PFIC rules discussed below, the gross amount of any distributions made by the Company with respect to our ADSs (including the amount of any non-U.S. taxes withheld therefrom, if any) with respect to the ADSs generally will be includible in a U.S. Holder's gross income as dividend income on the date of receipt, but only to the extent the distribution is paid out of the Company's current or accumulated earnings and profits (as determined under U.S. federal income tax principles). The dividends will not be eligible for the dividends-received deduction allowed to corporations in respect of dividends received from other U.S. corporations. To the extent the amount of the distribution exceeds the Company's current and accumulated earnings and profits (as determined under U.S. federal income tax principles), such excess amount will be treated first as a tax-free return of a U.S. Holder's tax basis in the ADSs, and then, to the extent such excess amount exceeds such holder's tax basis in such ADSs, as capital

gain. Because the Company does not intend to maintain calculations of its earnings and profits under U.S. federal income tax principles, a U.S. Holder should expect all cash distributions to be reported as dividends for U.S. federal income tax purposes.

With respect to certain non-corporate U.S. Holders, including individual U.S. Holders, dividends may be taxed at the lower capital gain rates applicable to "qualified dividend income," provided that (i) the ADSs are readily tradable on an established securities market in the United States or the Company is eligible for the benefits of the Convention Between the Government of Sweden and the Government of the United States of America For the Avoidance of Double Taxation and the Prevention of Fiscal Evasion With Respect to Taxes on Income of September 1, 1994 (as amended by any subsequent protocols) (the "Treaty"), (ii) certain holding period and at-risk requirements are met and (iii) the Company is not a PFIC (as discussed below) with respect to the relevant U.S. Holder for either the taxable year in which the dividend was paid or the preceding taxable year. In this regard, the ADSs will generally be considered to be readily tradable on an established securities market in the United States if they are listed on Nasdaq, as the ADSs are. However, based on existing guidance, it is not entirely clear whether any dividends a U.S. Holder receives with respect to the ordinary shares will be taxed as qualified dividend income based on trading of the ADSs, because the ordinary shares will not themselves be listed on a securities market in the United States for trading purposes (instead, the U.S. Holders will own ADSs). U.S. Holders should consult their tax advisors regarding the availability of the reduced tax rate on dividends with respect to distributions on the ordinary shares or ADSs in light of their particular circumstances.

Dividends on the ADSs generally will constitute foreign source income for foreign tax credit limitation purposes. Subject to certain complex conditions and limitations, foreign taxes withheld on any distributions on ADSs, if any, may be eligible for credit against a U.S. Holder's federal income tax liability. If a refund of the tax withheld is available to a U.S. Holder under the laws of Sweden or under the Treaty, the amount of tax withheld that is refundable will not be eligible for such credit against such U.S. Holder's U.S. federal income tax liability (and will not be eligible for the deduction against such holder's U.S. federal taxable income). If the dividends are qualified dividend income (as discussed above), the amount of the dividend taken into account for purposes of calculating the foreign tax credit limitation will in general be limited to the gross amount of the dividend, multiplied by the reduced rate divided by the highest rate of tax normally applicable to dividends. The limitation on foreign taxes eligible for credit is calculated separately with respect to specific classes of income. For this purpose, dividends distributed by the Company with respect to ADSs will generally constitute "passive category income." The rules relating to the determination of the U.S. foreign tax credit are complex, and applicable U.S. Treasury regulations that apply to foreign income taxes paid or accrued in taxable years beginning on or after December 28, 2021 further restrict the availability of any such credit based on the nature of the withholding tax imposed by the foreign jurisdiction. U.S. Holders should consult their tax advisors regarding the availability of a foreign tax credit in their particular circumstances and the possibility of claiming an itemized deduction (in lieu of the foreign tax credit) for any foreign taxes paid or withheld, including their eligibility for benefits under an applicable income tax treaty and the potential impact of the applicable U.S. Treasury regulations.

Taxation of disposition of the ADSs

Subject to the PFIC rules discussed below, upon a sale or other taxable disposition of ADSs, a U.S. Holder will generally recognize capital gain or loss in an amount equal to the difference between the amount realized and the U.S. Holder's adjusted tax basis in such ADSs. In general, a U.S. Holder's adjusted tax basis in its ADSs will be equal to the cost of such ADSs to the U.S. Holder. Any such gain or loss will generally be treated as long-term capital gain or loss if the U.S. Holder's holding period in the ADSs exceeds one year. Non-corporate U.S. Holders (including individuals) generally will be subject to U.S. federal income tax on long-term capital gain at preferential rates. The deductibility of capital losses is subject to significant limitations. Gain or loss, if any, recognized by a U.S. Holder on the sale or other disposition of ADSs generally will be treated as U.S. source gain or loss for U.S. foreign tax credit limitation purposes.

Passive foreign investment company rules

The Company will be classified as a passive foreign investment company (a "PFIC") for any taxable year if either: (a) at least 75% of its gross income is "passive income" for purposes of the PFIC rules or (b) at least 50% of the value of its assets (determined on the basis of a quarterly average) is attributable to assets that produce or are held

for the production of passive income. For this purpose, the Company generally will be treated as owning its proportionate share of the assets and earning its proportionate share of the income of any other corporation in which it owns, directly or indirectly, 25% or more (by value) of the stock.

Under the PFIC rules, if the Company were considered a PFIC at any time that a U.S. Holder holds ADSs, the Company would continue to be treated as a PFIC with respect to such investment unless (i) the Company ceases to be a PFIC and (ii) the U.S. Holder has made a "deemed sale" election under the PFIC rules.

Based on the composition of the income, assets and operations of the Company and its subsidiaries, the Company does not expect to be treated as a PFIC for the taxable year ended December 31, 2024. This is a factual determination, however, that depends on, among other things, the composition of the income, assets, and activities of the Company and its subsidiaries from time to time, and can only be made annually after the close of each taxable year. Moreover, the value of the Company's assets for purposes of the PFIC determination may be determined by reference to the trading value of the ADSs, which could fluctuate significantly. In addition, it is possible that the IRS may take a contrary position with respect to the Company's determination in any particular year. Therefore, there can be no assurances that the Company will not be classified as a PFIC for the taxable year ended December 31, 2024, the current taxable year or for any past or future taxable year, and we have not obtained any legal opinion with respect to our PFIC status for our past, current or future taxable years.

If the Company is considered a PFIC at any time that a U.S. Holder holds ADSs, any gain recognized by the U.S. Holder on a sale or other disposition of the ADSs, as well as the amount of any "excess distribution" (defined below) received by the U.S. Holder, would be allocated ratably over the U.S. Holder's holding period for the ADSs. The amounts allocated to the taxable year of the sale or other disposition (or the taxable year of receipt, in the case of an excess distribution) and to any year before the Company became a PFIC would be taxed as ordinary income. The amount allocated to each other taxable year would be subject to tax at the highest rate in effect for individuals or corporations, as appropriate, for that taxable year, and an interest charge would be imposed. For purposes of these rules, an excess distribution is the amount by which any distribution received by a U.S. Holder on ADSs exceeds 125% of the average of the annual distributions on the ADSs received during the preceding three years or the portion of the U.S. Holder's holding period before such taxable year, whichever is shorter. Certain elections may be available that would result in alternative treatments (such as qualified electing fund treatment or mark-to-market treatment) of the ADSs if the Company is considered a PFIC. We do not intend to provide the information necessary for U.S. Holders of our ADSs to make qualified electing fund elections. If we are treated as a PFIC with respect to a U.S. Holder for any taxable year, the U.S. Holder will be deemed to own shares in any of our subsidiaries that are also PFICs. However, an election for mark-to-market treatment would likely not be available with respect to any such subsidiaries. If the Company is considered a PFIC, a U.S. Holder would also be subject to annual information reporting requirements. Failure to comply with such information reporting requirements may result in significant penalties and may suspend the running of the statute of limitations. U.S. Holders should consult their tax advisors about the potential application of the PFIC rules to an investment in ADSs.

Information reporting and backup withholding

Dividend payments with respect to ADSs and proceeds from the sale, exchange or redemption of ADSs may be subject to information reporting to the IRS and U.S. backup withholding. A U.S. Holder may be eligible for an exemption from backup withholding if the U.S. Holder furnishes a correct taxpayer identification number and makes any other required certification or is otherwise exempt from backup withholding. U.S. Holders who are required to establish their exempt status may be required to provide such certification on IRS Form W-9. U.S. Holders should consult their tax advisors regarding the application of the U.S. information reporting and backup withholding rules.

Backup withholding is not an additional tax. Amounts withheld as backup withholding may be credited against a U.S. Holder's U.S. federal income tax liability, and such U.S. Holder may obtain a refund of any excess amounts withheld under the backup withholding rules by timely filing an appropriate claim for refund with the IRS and furnishing any required information.

Information with respect to foreign financial assets

Certain U.S. Holders who are individuals (and certain entities) that hold an interest in "specified foreign financial assets" (which may include the ADSs) are required to report information relating to such assets, subject to certain exceptions (including an exception for ADSs held in accounts maintained by certain financial institutions). U.S. Holders should consult their tax advisors regarding the effect, if any, of this requirement on their ownership and disposition of the ADSs.

U.S. Foreign Account Tax Compliance Act (FATCA)

Certain provisions of the Code and Treasury regulations (commonly collectively referred to as "FATCA") generally impose withholding at a rate of 30% on "foreign passthru payments" made by a "foreign financial institution" (as defined in the Code) (an "FFI"). If the Company were to be treated as an FFI, such withholding may be imposed on such payments to any other FFI (including an intermediary through which an investor may hold the ADSs) that is not a "participating FFI" (as defined under FATCA) or any other investor who does not provide information sufficient to establish that the investor is not subject to withholding under FATCA, unless such other FFI or investor is otherwise exempt from FATCA. In addition, under those circumstances, the Company may be required to report certain information regarding investors to the relevant tax authorities, which information may be shared with taxing authorities in the United States. Under current guidance, the term "foreign passthru payment" is not defined. Consequently, it is not clear whether or to what extent payments on the ADSs would be considered foreign passthru payments. Withholding on foreign passthru payments would not be required with respect to payments made before the date that is two years after the date of publication in the Federal Register of final regulations defining the term "foreign passthru payment." Prospective investors should consult their tax advisors regarding the potential impact of FATCA, any applicable inter-governmental agreement relating to FATCA, and any non-U.S. legislation implementing FATCA on the investment in the ADSs.

THE DISCUSSION ABOVE IS A GENERAL SUMMARY. IT DOES NOT COVER ALL TAX MATTERS THAT MAY BE IMPORTANT TO YOU. EACH PROSPECTIVE INVESTOR SHOULD CONSULT ITS OWN TAX ADVISOR ABOUT THE TAX CONSEQUENCES OF AN INVESTMENT IN ADSS UNDER THE INVESTOR'S OWN CIRCUMSTANCES.

F. Dividends and Paying Agents

Not applicable.

G. Statement by Experts

Not applicable.

H. Documents on Display

We are required to make certain filings with the SEC. The SEC maintains an internet website that contains reports, proxy statements and other information about issuers, like us, that file electronically with the SEC. The address of that site is www.sec.gov.

We also make available on our website, free of charge, our annual reports on Form 20-F and the text of our reports on Form 6-K, including any amendments to these reports, as well as certain other SEC filings, as soon as reasonably practicable after they are electronically filed with or furnished to the SEC. Our website address is www.oatly.com. The information contained on our website is not incorporated by reference in this document.

I. Subsidiary Information

Not applicable.

J. Annual Report to Security Holders

If we are required to provide an annual report to security holders in response to the requirements of Form 6-K, we will submit the annual report to security holders in electronic format in accordance with the EDGAR Filer Manual.

Item 11. Quantitative and Qualitative Disclosures About Market Risk

We are exposed to certain market risks in the ordinary course of our business. These risks primarily consist of foreign exchange risk, interest rate risk, credit risk, liquidity risk and commodity price risk. For further discussion and sensitivity analysis of these risks, see Note 3 *Financial risk management* to our consolidated financial statements included elsewhere in this Annual Report.

Foreign exchange risk

Foreign exchange risk arises from future commercial transactions and recognized assets and liabilities denominated in a currency that is not the functional currency of the relevant Group entity. Primarily, we are exposed to currency risk in Group companies with SEK, USD and SGD as the functional currencies. The primary risks in these companies are SEK/USD, SEK/EUR, SEK/GBP, SEK/CNY, SEK/SGD, SEK/NOK, USD/SEK and SGD/CNY due to internal accounts receivables and other receivables, internal trade payables and other liabilities, borrowings, short-term deposits (cash and cash equivalents), and external sales and purchases (accounts receivables and trade payables). We have internal loans denominated in currencies different from the functional currency of the lender. These loans form part of the net investment in foreign operations (extended equity) and are recognized in other comprehensive loss.

We monitor a forecast of highly probable cash flows for each currency and aim to achieve a natural match of inflows and outflows. For those currencies that have a net cash flow that is either positive or negative, spot transactions and/or derivatives are used to manage the risk for 0% to 100% of the exposure for the following 18 months and the aim is to be between 50% and 100%. We do not apply hedge accounting. As of December 31, 2024, we had currency derivatives of SEK 64.9 million for which the fair value was $0.0 million.

We are also exposed to currency risk when foreign subsidiaries with a functional currency other than USD are consolidated, primarily for EUR, SEK, GBP and CNY. Our policy is not to hedge the translation exposure related to net foreign assets to reduce translation risk in the consolidated financial statements.

See Note 3 *Financial risk management* to our consolidated financial statements included elsewhere in this Annual Report for a sensitivity analysis on foreign exchange risk.

Interest rate risk

The Group is exposed to interest rate risk that arises from the TLB Credit Agreement (as defined in Item 5.B. *"Operating and Financial Review and Prospects—Liquidity and Capital Resources—Sustainable Revolving Credit Facility and Term Loan B Credit Facility.*") that carries an interest of Term SOFR with a floor of 2.5%. To manage the risk the Group has entered into interest rate caps for the full amount of the term loan facility of $130 million. The cap is 4.6% and has a maturity of 3 years (April 2026).

The Group's interest rate risk also arises from liabilities to credit institutions with variable rates (Euro Interbank Offered Rate "Euribor" 3 Months during 2024, 2023 and 2022), which expose the Group to cash flow interest rate risk. As of December 31, 2024, the nominal amount of liabilities to credit institutions with variable interest rate was $1.3 million with no hedges. As of December 31, 2023, the nominal amount of liabilities to credit institutions with variable interest rate was $2.8 million with no hedges.

See Note 3 *Financial risk management* to our consolidated financial statements included elsewhere in this Annual Report for a sensitivity analysis on interest rate risk.

See Note 35 *Events after the end of the reporting period* to our consolidated financial statements included elsewhere in this Annual Report for details on new financing.

Credit risk

Credit risk arises primarily from cash and cash equivalents and debt instruments carried at amortized cost. We manage financial counterparty credit risk on a group basis. The external financial counterparties must be high-quality international banks or other major participants in the financial markets, in each case, with a minimum investment grade rating BBB- / Baa3. The rating of the financial counterparties used during 2024 were in the range of BBB to AA+.

Customer and supplier credit risk is mitigated through credit risk assessment, credit limit setting in case of payment obligations overdue and through the contractual terms. There are no significant concentrations of credit risk in regards of exposure to specific industry sectors and/or regions. For the year ended December 31, 2024, one customer in the foodservice channel accounted for 10% of revenue.

Liquidity risk

Liquidity risk is the risk of not being able to meet the short-term payment obligations due to insufficient funds. As of December 31, 2024, we held cash and cash equivalents of $98.9 million that were available for managing liquidity risk. Due to the dynamic nature of the underlying businesses, we maintain flexibility in funding by maintaining availability under committed credit lines. See Note 35 *Events after the end of the reporting period* to our consolidated financial statements included elsewhere in this Annual Report for details on new financing.

Management monitors rolling forecasts of our liquidity reserve (comprising the undrawn borrowing facilities above) and cash and cash equivalents on the basis of expected cash flows. This is monitored at the Group level with input from local management. In addition, our liquidity management policy involves projecting cash flows in major currencies and considering the level of liquid assets necessary to meet these, monitoring balance sheet liquidity ratios against internal and external regulatory requirements and maintaining debt financing plans.

Commodity price risk

We are exposed to risk related to the price and availability of our ingredients and our profitability is dependent on, among other things, our ability to anticipate and react to availability of ingredients and inflationary pressures. Currently, the main ingredient in our products is oat. We purchase our oats from farmers in Sweden, Canada, the United Kingdom, the Baltic states, Australia and Finland through millers in Sweden, Finland, China, Canada, the United States, and Belgium, thus our supply may be particularly affected by any adverse events in these countries or any delays in transport between countries or regions. The prices of oats and other ingredients used, such as rapeseed oil, are subject to many factors beyond our control, including poor harvests due to adverse weather conditions, natural disasters and changes in world economic conditions, including as a result of any trade tensions or trade wars, for example, between the United States and China, the United States and Canada, the United States and Mexico and the United States and the EU, or news and rumors of a potential retaliatory tariffs. We currently source Oats and rapeseed oil from Canada and packaging from Mexico for use in our production facility in our factory in Millville, New Jersey and our hybrid production facility in Ogden, Utah. The prices of the ingredients we source is also affected by pandemics or wars such as the current war between Russia and Ukraine, the ongoing conflict in the Middle East and the conflict in the Red Sea. Oat prices and other ingredients such as rapeseed oil are normally agreed to annually with our suppliers for the following year based on the outcome of the current year harvest.

We believe we will be able to address material commodity increases by either increasing prices or reducing operating expenses. However, increases in commodity prices, without adjustments to pricing, or reduction to operating expenses, or a delay in pricing actions, could increase our costs and increase our loss as a share of our revenue. In addition, macro-economic and competitive conditions could make additional price increases difficult.

See Note 3 *Financial risk management* to our consolidated financial statements included elsewhere in this Annual Report for a sensitivity analysis on commodity price risk.

Item 12. Description of Securities Other than Equity Securities

A. Debt Securities

Not applicable.

B. Warrants and Rights

Not applicable.

C. Other Securities

Not applicable.

D. American Depositary Shares

Fees and Expenses

The depositary may charge each person to whom ADSs are issued, including, without limitation, issuances against deposits of shares, issuances in respect of share distributions, rights and other distributions, issuances pursuant to a stock dividend or stock split declared by us or issuances pursuant to a merger, exchange of securities or any other transaction or event affecting the ADSs or deposited securities, and each person surrendering ADSs for withdrawal of deposited securities or whose American Depositary Receipts ("ADRs") are cancelled or reduced for any other reason, $5.00 for each 100 ADSs (or any portion thereof) issued, delivered, reduced, cancelled or surrendered, or upon which a share distribution or elective distribution is made or offered, as the case may be. The depositary may sell (by public or private sale) sufficient securities and property received in respect of a share distribution, rights and/or other distribution prior to such deposit to pay such charge.

The following additional charges shall also be incurred by the ADR holders, the beneficial owners, by any party depositing or withdrawing shares or by any party surrendering ADSs and/or to whom ADSs are issued (including, without limitation, issuance pursuant to a stock dividend or stock split declared by us or an exchange of stock regarding the ADSs or the deposited securities or a distribution of ADSs), whichever is applicable:

- a fee of $0.05 or less per ADS held for any cash distribution made, or for any elective cash/stock dividend offered, pursuant to the deposit agreement;
- an aggregate fee of $0.05 or less per ADS per calendar year (or portion thereof) for services performed by the depositary in administering the ADRs (which fee may be charged on a periodic basis during each calendar year and shall be assessed against holders of ADRs as of the record date or record dates set by the depositary during each calendar year and shall be payable in the manner described in the next succeeding provision);
- a fee for the reimbursement of such fees, charges and expenses as are incurred by the depositary and/or any of its agents (including, without limitation, the custodian and expenses incurred on behalf of ADR holders in connection with compliance with foreign exchange control regulations or any law or regulation relating to foreign investment) in connection with the servicing of the shares or other deposited securities, the sale of securities (including, without limitation, deposited securities), the delivery of deposited securities or otherwise in connection with the depositary's or its custodian's compliance with applicable law, rule or regulation (which fees and charges shall be assessed on a proportionate basis against ADR holders as of the record date or dates set by the depositary and shall be payable at the sole discretion of the depositary by billing such ADR holders or by deducting such charge from one or more cash dividends or other cash distributions);
- a fee for the distribution of securities (or the sale of securities in connection with a distribution), such fee being in an amount equal to the $0.05 per ADS issuance fee for the execution and delivery of ADSs which would have been charged as a result of the deposit of such securities (treating all such securities as if they were shares) but which securities or the net cash proceeds from the sale thereof are instead distributed by the depositary to those ADR holders entitled thereto;

•stock transfer or other taxes and other governmental charges;

•cable, telex and facsimile transmission and delivery charges incurred at your request in connection with the deposit or delivery of shares, ADRs or deposited securities;

•transfer or registration fees for the registration of transfer of deposited securities on any applicable register in connection with the deposit or withdrawal of deposited securities; and

•fees of any division, branch or affiliate of the depositary utilized by the depositary to direct, manage and/or execute any public and/or private sale of securities under the deposit agreement.

To facilitate the administration of various depositary receipt transactions, including disbursement of dividends or other cash distributions and other corporate actions, the depositary may engage the foreign exchange desk within JPMorgan Chase Bank, N.A. (the "Bank") and/or its affiliates in order to enter into spot foreign exchange transactions to convert foreign currency into U.S. dollars. For certain currencies, foreign exchange transactions are entered into with the Bank or an affiliate, as the case may be, acting in a principal capacity. For other currencies, foreign exchange transactions are routed directly to and managed by an unaffiliated local custodian (or other third-party local liquidity provider), and neither the Bank nor any of its affiliates is a party to such foreign exchange transactions.

The foreign exchange rate applied to a foreign exchange transaction will be either (a) a published benchmark rate, or (b) a rate determined by a third-party local liquidity provider, in each case plus or minus a spread, as applicable. The depositary will disclose which foreign exchange rate and spread, if any, apply to such currency on the "Disclosures" page (or successor page) of ADR.com. Such applicable foreign exchange rate and spread may (and neither the depositary, the Bank nor any of their affiliates is under any obligation to ensure that such rate does not) differ from rates and spreads at which comparable transactions are entered into with other customers or the range of foreign exchange rates and spreads at which the Bank or any of its affiliates enters into foreign exchange transactions in the relevant currency pair on the date of the foreign exchange transaction. Additionally, the timing of execution of a foreign exchange transaction varies according to local market dynamics, which may include regulatory requirements, market hours and liquidity in the foreign exchange market or other factors. Furthermore, the Bank and its affiliates may manage the associated risks of their position in the market in a manner they deem appropriate without regard to the impact of such activities on the depositary, us, holders or beneficial owners. The spread applied does not reflect any gains or losses that may be earned or incurred by the Bank and its affiliates as a result of risk management or other hedging related activity.

Notwithstanding the foregoing, to the extent we provide U.S. dollars to the depositary, neither the Bank nor any of its affiliates will execute a foreign exchange transaction as set forth herein. In such case, the depositary will distribute the U.S. dollars received from us.

Further details relating to the applicable foreign exchange rate, the applicable spread and the execution of foreign exchange transactions will be provided by the depositary on ADR.com. Each holder and beneficial owner by holding or owning an ADR or ADS or an interest therein, and we, each acknowledge and agree that the terms applicable to foreign exchange transactions disclosed from time to time on ADR.com will apply to any foreign exchange transaction executed pursuant to the deposit agreement.

We will pay all other charges and expenses of the depositary and any agent of the depositary (except the custodian) pursuant to agreements from time to time between us and the depositary.

The right of the depositary to receive payment of fees, charges and expenses survives the termination of the deposit agreement, and shall extend for those fees, charges and expenses incurred prior to the effectiveness of any resignation or removal of the depositary.

The fees and charges described above may be amended from time to time by agreement between us and the depositary.

The depositary may make available to us a set amount or a portion of the depositary fees charged in respect of the ADR program or otherwise upon such terms and conditions as we and the depositary may agree from time to time. The depositary collects its fees for issuance and cancellation of ADSs directly from investors depositing shares or

surrendering ADSs for the purpose of withdrawal or from intermediaries acting for them. The depositary collects fees for making distributions to investors by deducting those fees from the amounts distributed or by selling a portion of distributable property to pay the fees. The depositary may collect its annual fee for depositary services by deduction from cash distributions, or by directly billing investors, or by charging the book-entry system accounts of participants acting for them. The depositary will generally set off the amounts owing from distributions made to holders of ADSs. If, however, no distribution exists and payment owing is not timely received by the depositary, the depositary may refuse to provide any further services to ADR holders that have not paid those fees and expenses owing until such fees and expenses have been paid. At the discretion of the depositary, all fees and charges owing under the deposit agreement are due in advance and/or when declared owing by the depositary.

Payment of Taxes

ADR holders or beneficial owners must pay any tax or other governmental charge payable by the custodian or the depositary on any ADS or ADR, deposited security or distribution. If any taxes or other governmental charges (including any penalties and/or interest) shall become payable by or on behalf of the custodian or the depositary with respect to any ADR, any deposited securities represented by the ADSs evidenced thereby or any distribution thereon, such tax or other governmental charge shall be paid by the ADR holder thereof to the depositary and by holding or owning, or having held or owned, an ADR or any ADSs evidenced thereby, the ADR holder and all beneficial owners thereof, and all prior ADR holders and beneficial owners thereof, jointly and severally, agree to indemnify, defend and save harmless each of the depositary and its agents in respect of such tax or governmental charge. Each ADR holder and beneficial owner of ADSs, and each prior ADR holder and beneficial owner of ADSs, by holding or owning, or having held or owned, an ADR or an interest in ADSs acknowledges and agrees that the depositary shall have the right to seek payment of any taxes or governmental charges owing with respect to their relevant ADRs from any one or more such current or prior ADR holder or beneficial owner of ADSs, as determined by the depositary in its sole discretion, without any obligation to seek payment of amounts owing from any other current or prior ADR holder or beneficial owner of ADSs. If an ADR holder owes any tax or other governmental charge, the depositary may (i) deduct the amount thereof from any cash distributions, or (ii) sell deposited securities (by public or private sale) and deduct the amount owing from the net proceeds of such sale. In either case the ADR holder remains liable for any shortfall. If any tax or governmental charge is unpaid, the depositary may also refuse to effect any registration, registration of transfer, split-up or combination of deposited securities or withdrawal of deposited securities until such payment is made. If any tax or governmental charge is required to be withheld on any cash distribution, the depositary may deduct the amount required to be withheld from any cash distribution or, in the case of a non-cash distribution, sell the distributed property or securities (by public or private sale) in such amounts and in such manner as the depositary deems necessary and practicable to pay such taxes and distribute any remaining net proceeds or the balance of any such property after deduction of such taxes to the ADR holders entitled thereto.

As an ADR holder or beneficial owner, you will be agreeing to indemnify us, the depositary, its custodian and any of our or their respective officers, directors, employees, agents and affiliates against, and hold each of them harmless from, any claims by any governmental authority with respect to taxes, additions to tax, penalties or interest arising out of any refund of taxes, reduced rate of withholding at source or other tax benefit obtained.

The remainder of the information called for by this Item is set forth in Exhibit 2.1 to this Annual Report and is incorporated by reference into this Annual Report.

PART II

Item 13. Defaults, Dividend Arrearages and Delinquencies

None.

Item 14. Material Modifications to the Rights of Security Holders and Use of Proceeds

On May 4, 2021, the shareholders of the Company approved to adopt new articles of association according to our Board of Directors' proposal. As a consequence of the adoption of the new articles of association, the share classes were removed so that the Company only has ordinary shares. On June 16, 2022, the shareholders of the Company approved to adopt new articles of association according to our Board of Directors' proposal. Pursuant to the adoption of the new articles, the limits on the total number of shares in and the share capital of the Company were increased. On March 6, 2023, an extraordinary general meeting resolved to adopt new articles of association, increasing the limits for the Company's share capital and number of shares. A copy of our articles of association is being filed as Exhibit 1.1 to this Annual Report. See Item 10.B. *"Additional Information—Memorandum and Articles of Association*."

Use of Proceeds

The information contained in Item 2 in Part II of the Company's Report on Form 6-K filed on November 15, 2021 is incorporated by reference herein.

Item 15. Controls and Procedures

A. Disclosure Controls and Procedures

As required by Rules 13a-15 and 15d-15 under the Exchange Act, our management, with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act), as of the end of the period covered by this Annual Report. Based on such evaluation, our Chief Executive Officer and Chief Financial Officer, concluded that, as of December 31, 2024, our disclosure controls and procedures were not effective due to the material weaknesses in internal control over financial reporting described below. Notwithstanding the material weaknesses in internal control over financial reporting described below, our Chief Executive Officer and Chief Financial Officer, has concluded that our consolidated financial statements included in this Annual Report are fairly stated in all material respects in accordance with IFRS Accounting standards.

B. Management's Annual Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over our financial reporting, as such term is defined in Rule 13a-15(f) under the Exchange Act. Our management conducted an assessment of the effectiveness of our internal control over financial reporting based on the criteria set forth in "Internal Control - Integrated Framework (2013)" issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this assessment, our management, including our Chief Executive Officer and Chief Financial Officer, has concluded that, as of December 31, 2024, our internal control over financial reporting was not effective, due to the material weaknesses in our internal control over financial reporting, described below.

Material weaknesses

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of a company's annual or interim financial statements will not be prevented or detected on a timely basis.

Although improvements were made during 2024, we have not remediated the material weakness disclosed in our Annual Report for the year ended December 31, 2023, related to inadequate performance and documented evidence of review procedures, including level of precision in the execution of controls and completeness and accuracy of information produced by entity ("IPE") across significant business processes. Additionally, in the course of the audit of our consolidated financial statements as of and for the year ended December 31, 2024, we and our independent registered public accounting firm identified a material weakness in our IT control environment related to control deficiencies in applications supporting our financial reporting and components related to our IT infrastructure and automated tools thereof and, as a consequence, our automated and IT dependent business process controls.

The issue of not being able to maintain an effective control environment is primarily a result of employee turn-over and loss of key personnel, development and hiring across the finance and IT departments in combination with onboarding new software applications during the year. Our entity level controls as it relates to retaining or adequately replacing key personnel, increasing the accountability for certain internal controls, and providing adequate training in our finance and IT departments has not been operating effectively and has been a contributing factor to us not being able to maintain an effective control environment.

Remediation

To address the identified material weaknesses described above, we expect our remediation plan to include, among other things:

- establishing clear expectations of internal control owners and participants so they better understand their roles and responsibilities and are held accountable when their performance does not meet such standards;
- providing ongoing training and support to help internal control owners and participants meet such established expectations and standards effectively with support from third parties;
- enhancing the operation of entity level controls that monitor activities to ensure the effectiveness of internal controls, including the implementation of additional management oversight and quality assurance over remediation and ongoing internal control-related operations to increase accountability;
- reducing manual efforts by redesigning certain existing internal controls and implementing standardized reports; and
- collaborating with third-party IT control experts to review and validate our remediation efforts and provide recommendations for further improvements.

We believe that the foregoing efforts will effectively remediate the material weaknesses and enhance our overall control environment. The implementation of these actions, however, may not fully address the material weaknesses identified in our internal control over financial reporting, and there is no assurance as to when such remediation will be completed.

As such, as we continue to evaluate and work to improve our internal control over financial reporting, our management may decide to take additional measures to address the material weaknesses or modify the remediation steps described above. Until the material weaknesses are remediated, we plan to continue to perform additional analyses and other procedures to ensure that our consolidated financial statements are prepared in accordance with IFRS Accounting standards. See the Risk Factor titled "We have previously identified material weaknesses in our internal control environment. If we are unable to remediate the material weaknesses, or if other control deficiencies are identified, we may not be able to report our financial results accurately, prevent fraud or file our periodic reports as a public company in a timely manner."

C. Attestation Report of the Registered Public Accounting Firm

The effectiveness of our internal control over financial reporting as of December 31, 2024 has been audited by Ernst & Young AB, our independent registered public accounting firm. Ernst & Young AB has issued an adverse report on our internal control over financial reporting, which is included in this Annual Report.

D. Changes in Internal Control over Financial Reporting

Other than with respect to the material weaknesses discussed under Item 15.B. *"Controls and Procedures—Management's Annual Report on Internal Control over Financial Reporting"*, there were no changes in our internal control over financial reporting during the year ended December 31, 2024, which have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Item 16. [Reserved]

Item 16A. Audit Committee Financial Expert

Our Board has determined that Gregory Christenson, Ann Chung and Frances Rathke each satisfy the "independence" requirements set forth in Rule 10A-3 under the Exchange Act. Our Board of Directors has also determined that Frances Rathke is considered an "audit committee financial expert" as defined in Item 16A of Form 20-F under the Exchange Act.

Item 16B. Code of Ethics

We have adopted a Code of Conduct & Business Ethics Policy, which covers a broad range of matters including ethical and compliance issues and other corporate policies such as equal opportunity and non-discrimination standards. The Code of Conduct & Business Ethics Policy apply to all of our executive officers, board members and employees, including our principal executive, principal financial and principal accounting officers. Our Code of Conduct & Business Ethics Policy is intended to meet the definition of "code of ethics" under Item 16B of Form 20-F under the Exchange Act.

We will disclose on our website any amendment to, or waiver from, a provision of our Code of Conduct & Business Ethics Policy that applies to our directors or executive officers to the extent required under the rules of the SEC or Nasdaq. Our Code of Conduct & Business Ethics Policy is available on the Investor Relations page of our website at *investors.oatly.com* The information contained on our website is not incorporated by reference in this Annual Report.

Item 16C. Principal Accountant Fees and Services

The consolidated financial statements of Oatly Group AB at December 31, 2024 and 2023, and for each of the three years in the period ended December 31, 2024, appearing in this Annual Report have been audited by Ernst & Young AB (PCAOB ID: 1433), independent registered public accounting firm, as set forth in their report thereon appearing elsewhere herein, and are included in reliance upon such report given on the authority of such firm as experts in accounting and auditing. The registered business address of Ernst & Young AB is Box 7850, 103 99, Stockholm, Sweden.

The table below sets out the total amount billed to us by Ernst & Young AB for services performed in the years ended December 31, 2024 and 2023, and breaks down these amounts by category of service:

(in thousands of U.S. dollars)	**2024**	**2023**
Audit Fees	6,640	7,520
Audit Related Fees	32	80
Tax Fees	17	8
All Other Fees	—	140
Total	**6,689**	**7,748**

"Audit fees" are the aggregate fees earned by Ernst & Young entities for the audit of our consolidated and subsidiary financial statements, reviews of interim financial statements and attestation services that are provided in connection with statutory and regulatory filings or engagements. "Audit-related fees" are fees charged by Ernst & Young entities for assurance and related services that are reasonably related to the performance of the audit or review

of our financial statements and are not reported under "Audit fees." This category comprises fees for internal control reviews, agreed-upon procedure engagements and other attestation services subject to regulatory requirements. "Tax Fees" include fees for tax compliance. "All other fees" are the fees for products and services other than those in the above three categories.

All audit services and non-audit services to be performed for us by our independent auditor must be approved by our Audit Committee in advance to ensure that such engagements do not impair the independence of our independent registered public accounting firm. The Audit Committee generally pre-approves particular services or categories of services on a case-by-case basis. All services provided to us by our independent auditor in 2024 and 2023 were pre-approved by the Audit Committee.

Item 16D. Exemptions from the Listing Standards for Audit Committees

Not applicable.

Item 16E. Purchases of Equity Securities by the Issuer and Affiliated Purchasers

None.

Item 16F. Change in Registrant's Certifying Accountant

None.

Item 16G. Corporate Governance

As a "foreign private issuer," as defined by the SEC, we are permitted to follow home country corporate governance practices, instead of certain corporate governance practices required by Nasdaq for domestic issuers. While we voluntarily follow most Nasdaq corporate governance rules, we intend to follow Swedish corporate governance practices in lieu of Nasdaq corporate governance rules as follows:

- We do not follow Nasdaq Rule 5620(c) regarding quorum requirements applicable to meetings of shareholders. Such quorum requirements are not required under Swedish law. In accordance with generally accepted business practice, our articles of association and the Swedish Companies Act provide alternative quorum requirements that are generally applicable to meetings of shareholders.
- We do not follow Nasdaq Rule 5605(b)(2), which requires that independent directors regularly meet in executive session, where only independent directors are present. Our independent directors may choose to meet in executive session at their discretion.
- We do not follow Nasdaq Rule 5635, which generally requires shareholder approval for: (i) an acquisition of shares/assets of another company that involves the issuance of 20% or more of the acquirer's shares or voting rights or if a director, officer or 5% shareholder has greater than a 5% interest in the target company or the consideration to be received; (ii) the issuance of shares leading to a change of control; (iii) adoption/amendment of equity compensation arrangements; and (iv) issuances of 20% or more of the shares or voting rights (including securities convertible into, or exercisable for, equity) of a listed company via a private placement (and/or via sales by directors/officers/5% shareholders) if such equity is issued (or sold) below a specified minimum price.

Although we may rely on certain home country corporate governance practices, we must comply with Nasdaq's Notification of Noncompliance requirement (Nasdaq Rule 5625) and the Voting Rights requirement (Nasdaq Rule 5640). Further, we must have an audit committee that satisfies Nasdaq Rule 5605(c)(3), which addresses audit committee responsibilities and authority and requires that the audit committee consist of members who meet the independence requirements of Nasdaq Rule 5605(c)(2)(A)(ii).

Other than as discussed above, we currently comply with the rules generally applicable to U.S. domestic companies listed on Nasdaq. We may in the future, however, decide to use other foreign private issuer exemptions

with respect to some or all of the other Nasdaq rules. Following our home country governance practices may provide less protection than is accorded to investors under Nasdaq rules applicable to domestic issuers.

We intend to take all actions necessary for us to maintain compliance as a foreign private issuer under the applicable corporate governance requirements of the Sarbanes-Oxley Act of 2002, the rules adopted by the SEC and Nasdaq listing standards.

Because we are a foreign private issuer, our directors and senior management are not subject to short-swing profit and insider trading reporting obligations under Section 16 of the Exchange Act. They will, however, be subject to the obligations to report changes in share ownership under Section 13 of the Exchange Act and related SEC rules.

Item 16H. Mine Safety Disclosure

Not applicable.

Item 16I. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

Item 16J. Insider Trading Policies

We have adopted insider trading policies and procedures (our "Insider Trading Policy") applicable to our officers, directors, employees and consultants and entities controlled by individuals subject to our Insider Trading Policy (collectively, "Covered Persons"), that we believe are reasonably designed to promote compliance with insider trading laws, rules and regulations and Nasdaq listing standards. Our Insider Trading Policy prevents our officers, directors, employees or consultants from trading in securities of the Company and those securities of other companies, including, for example, companies with which we do business or who are in our industry, while in possession of material, nonpublic information. Subject to limited exceptions, all trading is also prohibited for directors, officers, and certain other employees or consultants designated from time to time by our Board of Directors, during prescribed blackout periods. Our Insider Trading Policy also prohibits Covered Persons and certain related parties from disclosing material, nonpublic information to third parties. The foregoing summary of our insider trading policies and procedures does not purport to be complete and is qualified by reference to our Insider Trading Policy, a copy of which can be found as Exhibit 11.1 to this Annual Report on Form 20-F for the fiscal year ended December 31, 2024.

Item 16K. Cybersecurity

Cybersecurity Risk Management and Strategy

We maintain cybersecurity risk management processes intended to protect the confidentiality, integrity and availability of our critical systems and information. Our security operations within IT infrastructure & operations includes a cybersecurity incident response plan.

We design and assess our cybersecurity risk using the National Institute of Standards and Technology Cybersecurity Framework ("NIST CSF") as a guidepost. This does not imply that we meet any particular technical standards, specifications, or requirements, only that we use the NIST CSF as a reference to help us identify, assess, and manage cybersecurity risks relevant to our business. Additionally, we consider the requirements of the Network and Information Security Directive 2 ("NIS2") to ensure a high level of cybersecurity across our operations.

Our cybersecurity risk management processes are integrated into our overall enterprise risk management processes, and share common methodologies, reporting channels and governance processes that apply across the enterprise risk management program to other legal, compliance, strategic, operational, and financial risk areas.

Our cybersecurity risk management processes include:

- risk assessments designed to help identify material cybersecurity risks to our critical systems, information, products, services, and our broader enterprise IT environment;

•a virtual security team principally responsible for managing (1) our cybersecurity risk assessment processes, (2) our security controls, and (3) our response to cybersecurity incidents;

•the use of external service providers, where appropriate, to assess, test or otherwise assist with aspects of our security controls;

•cybersecurity awareness training of our employees, incident response personnel, and senior management;

•a cybersecurity incident response plan that includes procedures for responding to cybersecurity incidents; and

•a third-party risk management process for service providers, suppliers, and vendors, including those external service providers we engage to be responsible for our cybersecurity risk management processes, security controls, and response to cybersecurity incidents.

We have not identified risks from known cybersecurity threats, including as a result of any prior cybersecurity incidents, that have materially affected us, including our operations, business strategy, results of operations, or financial condition. We cannot provide full assurance that our cybersecurity risk management processes described will be fully implemented, complied with or effective in protecting our systems and information. See Item 3.D. *"Key information—Risk Factors"* for a discussion of whether and how risks from identified cybersecurity threats are reasonably likely to materially affect or, if realized, have materially affected our business strategy, results of operations, or financial condition.

Cybersecurity Governance

Board Oversight

Our Board of Directors considers cybersecurity risk as part of its risk oversight function and has delegated oversight of cybersecurity and other information technology risks to the Audit Committee. The Audit Committee oversees management's implementation of our cybersecurity risk management processes and at least annually receives reports from management on our cybersecurity risks and management updates the Audit Committee, as necessary, regarding any material cybersecurity incidents, as well as any incidents with lesser impact potential. The Audit Committee reports to the full Board regarding its activities, including those related to cybersecurity.

Management's Role

Our management team, including the VP of Business Technology, is responsible for assessing and managing our material risks from cybersecurity threats. The team has primary responsibility for our cybersecurity risk management processes and supervises both our internal cybersecurity personnel and our retained external cybersecurity consultants. Our VP of Business Technology has ten years of experience in senior IT leadership roles across four companies, two of which are in the manufacturing industry and all with a global presence.

Our management team supervises efforts to prevent, detect, mitigate, and remediate cybersecurity risks and incidents through various means, which may include briefings from internal security personnel; threat intelligence and other information obtained from governmental, public or private sources, including external consultants engaged by us; and alerts and reports produced by security tools deployed in the IT environment.

PART III

Item 17. Financial Statements

We have provided financial statements pursuant to Item 18.

Item 18. Financial Statements

The audited consolidated financial statements as required under Item 18 are attached hereto starting on page F-1 of this Annual Report. The audit report of Ernst & Young AB, an independent registered public accounting firm, is included herein preceding the audited consolidated financial statements.

Item 19. Exhibits

List all exhibits filed as part of the registration statement or annual report, including exhibits incorporated by reference.

		Incorporation by Reference				
Exhibit No.	Description	Form	File No.	Exhibit No.	Filing Date	Filed / Furnished
1.1	Articles of Association of Oatly Group AB	6-K	001-40401	1.1	3/6/2023	
2.1	Description of Securities					*
2.2	Deposit Agreement	20-F	001-40401	2.2	4/6/2022	
2.3	Amendment No. 1 to Deposit Agreement					*
2.4	Form of American Depositary Receipt (included in Exhibit 2.3)					*
2.5††	Additional Listing Agreement, dated as of February 9, 2021, by and among Oatly Group AB and certain shareholders of Oatly Group AB	F-1/A	333-255344	4.3	5/11/2021	
2.6	Registration Rights Agreement	20-F	001-40401	2.5	4/6/2022	
2.7	Form of Investment Agreement, dated March 14, 2023	20-F	001-40401	4.5	4/20/2023	
2.8†††	Subscription Agreement, dated March 14, 2023	20-F	001-40401	2.7	3/22/2024	
2.9	Indenture, dated March 23, 2023	20-F	001-40401	2.8	3/22/2024	
2.10	Investment Agreement, dated May 9, 2023	6-K	001-40401	99.1	6/1/2023	
2.11	Indenture, dated May 31, 2023	6-K	001-40401	99.2	6/1/2023	
4.1	Form of Indemnification Agreement	F-1/A	333-255344	10.2	5/11/2021	
4.2†	Oatly Group AB 2021 Incentive Award Plan, as amended					*
4.3	Asset Purchase Agreement, dated December 30, 2022	6-K	001-40401	99.2	1/3/2023	
4.4†††	Intercreditor Agreement, dated April 18, 2023	20-F	001-40401	4.8	4/20/2023	
4.5†††	Amendment Letter to the Sustainable Revolving Credit Facility Agreement, dated February 11, 2025, including amended and restated Sustainable Revolving Credit Facility Agreement					*
4.6†††	Amendment to the Term Loan B Credit Agreement, dated February 11, 2025, including amended and restated Term Loan B Credit Agreement					*
8.1	List of Subsidiaries					*
11.1	Insider Trading Policy					*

12.1	Principal Executive Officer Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	*
12.2	Principal Financial Officer Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	*
13.1	Principal Executive Officer Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	**
13.2	Principal Financial Officer Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	**
15.1	Consent of Ernst & Young AB, an independent registered public accounting firm	*
97.1	Oatly Incentive Compensation Recovery Policy	*
101.INS	Inline XBRL Instance Document–the instance document does not appear in the Interactive Data File as its XBRL tags are embedded within the Inline XBRL document.	*
101.SCH	Inline XBRL Taxonomy Extension Schema With Embedded Linkbase Documents	*
104	Cover page formatted as Inline XBRL and contained in Exhibit 101	*

* Filed herewith.

** Furnished herewith.

† Indicates management contract or compensatory plan or arrangement.

†† Schedules and exhibits to this exhibit omitted because the information is both not material and is the type that the registrant treats as private or confidential. The registrant agrees to furnish supplementally a copy of any omitted schedule or exhibit to the SEC upon request.

††† Certain confidential information contained in this document, has been redacted in accordance with Instructions as to Exhibits to Form 20-F, because (i) the Company customarily and actually treats that information as private or confidential and (ii) the omitted information is not material. "[***]" indicates where the information has been omitted from this exhibit.

Certain agreements filed as exhibits to this Annual Report contain representations and warranties that the parties thereto made to each other. These representations and warranties have been made solely for the benefit of the other parties to such agreements and may have been qualified by certain information that has been disclosed to the other parties to such agreements and that may not be reflected in such agreements. In addition, these representations and warranties may be intended as a way of allocating risks among parties if the statements contained therein prove to be incorrect, rather than as actual statements of fact. Accordingly, there can be no reliance on any such representations and warranties as characterizations of the actual state of facts. Moreover, information concerning the subject matter of any such representations and warranties may have changed since the date of such agreements.

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

OATLY GROUP AB

Date: March 13, 2025

By: /s/ Marie-José David
Name: Marie-José David
Title: Chief Financial Officer

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Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of Oatly Group AB

Opinion on the Financial Statements

We have audited the accompanying consolidated statement of financial position of Oatly Group AB (the Company) as of December 31, 2024 and 2023, the related consolidated statement of operations, comprehensive loss, changes in equity and cash flows for each of the three years in the period ended December 31, 2024, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2024 and 2023 and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2024, in conformity with IFRS Accounting Standards as issued by the International Accounting Standards Board.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2024, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated March 13, 2025, expressed an adverse opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the Audit Committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Revenue recognition related to variable consideration

Description of the Matter	For the year ended December 31, 2024, the Company's revenue was $823.7 million and as of December 31, 2024 accrued variable consideration was $24.5 million. As described in Notes 2 and 4 to the consolidated financial statements, revenue from contracts with customers is measured at an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods. The

transaction price is adjusted for estimates of expected variable consideration for which the Company expects to be liable. These adjustments include but are not limited to, trade promotion activities, cash discounts, product returns and penalties. Estimates of variable consideration are based on a number of factors, including contract sales terms and estimated units sold.

Auditing the Company's accounting of variable consideration was complex because the calculation involves subjective management assumptions related to the factors mentioned above, and changes in those assumptions can have a material effect on the amount of variable consideration recorded.

How We Addressed the Matter in Our Audit

To audit the Company's accounting for variable consideration, we performed procedures that included, among others, inspecting contractual sales terms and performing inquiries of the Company's key account managers responsible for the negotiation of sales terms with the Company's customers. We performed retrospective reviews of management's estimates by comparing the Company's estimation of variable consideration to actual results and third-party invoices. We assessed the correlation between revenue recognized, trade receivables and cash and examined additional supporting documentation related to variable consideration. We also tested the nature and appropriateness of revenue journal entries, including entries recorded subsequent to year-end.

Impairment of non-financial assets - Greater China

Description of the Matter

As disclosed in Note 5 to the consolidated financial statements, as of December 31, 2024, the Company's non-current assets in China were $103.8 million. As described in Note 2 to the consolidated financial statements, other non-financial assets are tested for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognized for the amount by which the asset's carrying amount exceeds its recoverable amount. The recoverable amount is the higher of an asset's fair value less costs of disposal and value in use.

As described in Notes 4, and 15 to the consolidated financial statements, an impairment test has been performed by determining the recoverable amount of the Greater China cash generating unit (CGU). The recoverable amount of the CGU is established through calculation of the value in use. The Company has determined long-term EBITDA margin, discount rate, and long-term growth rate to be the most significant assumptions in the impairment test.

Auditing the Company's recoverable amount of the Greater China CGU was complex and judgmental due to the sensitivity of the recoverable amount to changes in the significant assumptions and the estimation required by management in determining the significant assumptions, which are affected by expectations about future market or economic conditions.

How We Addressed the Matter in Our Audit

To audit the Company's impairment test related to the Greater China CGU, we performed procedures that included, among others, involving our valuation specialists to assist in evaluating the methodology used by the Company as compared to the requirements of IAS 36 *Impairment of Assets* and evaluating the appropriateness of the long-term growth and discount rates. We compared the significant assumptions used by management to industry peers and historical performance. In addition, we recalculated the model's computational accuracy and performed sensitivity analyses over the significant assumptions described above to evaluate the impact that changes would have on the Greater China CGU's recoverable amount. We compared the recoverable amount of the Greater China CGU against revenue multiples of peer group companies. We also assessed the adequacy of the disclosures in Note 15 of the consolidated financial statements.

/s/ Ernst & Young AB

We have served as the Company's auditors since 2019.

Stockholm, Sweden
March 13, 2025

Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of Oatly Group AB

Opinion on Internal Control Over Financial Reporting

We have audited Oatly Group AB's internal control over financial reporting as of December 31, 2024, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, because of the effect of the material weaknesses described below on the achievement of the objectives of the control criteria, Oatly Group AB (the Company) has not maintained effective internal control over financial reporting as of December 31, 2024, based on the COSO criteria.

A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the Company's annual or interim financial statements will not be prevented or detected on a timely basis. The following material weaknesses have been identified and included in management's assessment. Management has identified material weaknesses related to the Company's inadequate performance and documented evidence of review procedures, including level of precision in the execution of controls and completeness and accuracy of information produced by entity ("IPE") across significant business processes, and related to control deficiencies in applications supporting the Company's financial reporting and components related to IT infrastructure and automated tools thereof and, as a consequence, automated and IT dependent business process controls. The Company's entity level controls have not been operating effectively and is a contributing factor to the Company not maintaining an effective control environment.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the 2024 consolidated financial statements of the Company. The material weaknesses were considered in determining the nature, timing and extent of audit tests applied in our audit of the 2024 consolidated financial statements, and this report does not affect our report dated March 13, 2025, which expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail,

accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young AB

Stockholm, Sweden
March 13, 2025

Consolidated statement of operations

For the year ended December 31 (in thousands of U.S. dollars, except share and per share data)	Note	2024	2023	2022
Revenue	5	823,666	783,348	722,238
Cost of goods sold		(587,174)	(631,265)	(642,211)
Gross profit		**236,492**	**152,083**	**80,027**
Research and development expenses		(30,135)	(21,047)	(22,262)
Selling, general and administrative expenses		(324,719)	(373,396)	(412,799)
Other operating income and (expenses), net	9	(67,790)	(214,652)	(40,951)
Operating loss		**(186,152)**	**(457,012)**	**(395,985)**
Finance income	10	57,758	117,876	15,256
Finance expenses	10	(70,179)	(69,029)	(16,665)
Loss before tax		**(198,573)**	**(408,165)**	**(397,394)**
Income tax (expense)/benefit	12	(3,699)	(8,895)	4,827
Loss for the year		**(202,272)**	**(417,060)**	**(392,567)**
Attributable to:				
Shareholders of the parent		(201,949)	(416,874)	(392,567)
Non-controlling interests		(323)	(186)	—
Loss per share, attributable to shareholders of the parent:				
Basic and diluted	32	(0.34)	(0.70)	(0.66)
Weighted average common shares outstanding:				
Basic and diluted	32	596,886,163	593,600,863	592,031,935

The accompanying notes are an integral part of these consolidated financial statements.

Consolidated statement of comprehensive loss

For the year ended December 31 (in thousands of U.S. dollars)	Note	2024	2023	2022
Loss for the year		**(202,272)**	**(417,060)**	**(392,567)**
Other comprehensive loss:				
Items that may be subsequently reclassified to consolidated statement of operations (net of tax):				
Exchange differences from translation of foreign operations		(40,985)	10,935	(96,997)
Items that will not be subsequently reclassified to consolidated statement of operations (net of tax):				
Fair value changes on Convertible Notes attributable to changes in credit risks	18	—	(72,656)	—
Total other comprehensive loss for the year		**(40,985)**	**(61,721)**	**(96,997)**
Total comprehensive loss for the year		**(243,257)**	**(478,781)**	**(489,564)**
Attributable to:				
Shareholders of the parent		(242,905)	(478,595)	(489,564)
Non-controlling interests		(352)	(186)	—

The accompanying notes are an integral part of these consolidated financial statements.

Consolidated statement of financial position

For the year ended December 31	Note	2024	2023
(in thousands of U.S. dollars)			
ASSETS			
Non-current assets			
Intangible assets	14	116,208	130,326
Property, plant and equipment	15	294,199	360,286
Right-of-use assets	16	45,555	88,393
Other non-current receivables	17, 18	44,331	44,378
Deferred tax assets	12	4,561	10,203
Total non-current assets		**504,854**	**633,586**
Current assets			
Inventories	19	65,602	67,882
Trade receivables	20	103,366	112,951
Current tax assets		6,095	2,505
Other current receivables	21	15,738	33,820
Prepaid expenses	22	9,402	16,928
Cash and cash equivalents	23	98,923	249,299
Total current assets		**299,126**	**483,385**
TOTAL ASSETS		**803,980**	**1,116,971**
EQUITY AND LIABILITIES			
Equity	24		
Share capital		106	105
Treasury shares		(0)	(0)
Other contributed capital		1,628,045	1,628,045
Other reserves		(274,160)	(233,204)
Accumulated deficit		(1,249,303)	(1,060,952)
Equity attributable to shareholders of the parent		**104,688**	**333,994**
Non-controlling interests		1,435	1,787
Total equity		**106,123**	**335,781**
Liabilities			
Non-current liabilities			
Lease liabilities	16	31,724	72,570
Liabilities to credit institutions	25	116,216	114,249
Provisions	26	14,857	10,716
Total non-current liabilities		**162,797**	**197,535**
Current liabilities			
Lease liabilities	16	13,359	16,432
Convertible Notes	18, 27	324,395	323,528
Liabilities to credit institutions	25	5,757	6,056
Trade payables		60,152	64,368
Current tax liabilities		1,476	2,732
Other current liabilities	28	7,998	13,873
Accrued expenses	29	103,719	121,338
Provisions	26	18,204	35,328
Total current liabilities		**535,060**	**583,655**
Total liabilities		**697,857**	**781,190**
TOTAL EQUITY AND LIABILITIES		**803,980**	**1,116,971**

The accompanying notes are an integral part of these consolidated financial statements.

Consolidated statement of changes in equity

		Attributable to shareholders of the parent							
(in thousands of U.S. dollars)	**Note**	**Share capital**	**Treasury shares**	**Other contributed capital**	**Other reserves**	**Accumulated deficit**	**Equity attributable to shareholders of the parent**	**Non-controlling interests**	**Total equity**
Balance at January 1, 2022	**24**	**105**	**—**	**1,628,103**	**(74,486)**	**(308,423)**	**1,245,299**	**—**	**1,245,299**
Loss for the year		—	—	—	—	(392,567)	(392,567)	—	(392,567)
Other comprehensive loss for the year		—	—	—	(96,997)	—	(96,997)	—	(96,997)
Total comprehensive loss for the year		**—**	**—**	**—**	**(96,997)**	**(392,567)**	**(489,564)**	**—**	**(489,564)**
Issue of shares		0	(0)	—	—	—	0	—	0
Redemption of warrants		—	—	(58)	—	—	(58)	—	(58)
Share-based compensation	8	—	—	—	—	35,466	35,466	—	35,466
Balance at December 31, 2022		**105**	**(0)**	**1,628,045**	**(171,483)**	**(665,524)**	**791,143**	**—**	**791,143**
Loss for the year		—	—	—	—	(416,874)	(416,874)	(186)	(417,060)
Other comprehensive loss for the year		—	—	—	(61,721)	—	(61,721)	—	(61,721)
Total comprehensive loss for the year		**—**	**—**	**—**	**(61,721)**	**(416,874)**	**(478,595)**	**(186)**	**(478,781)**
Issue of shares		0	(0)	—	—	—	0	—	0
Share issue in subsidiary		—	—	—	—	—	—	1,973	1,973
Share-based compensation	8	—	—	—	—	21,446	21,446	—	21,446
Balance at December 31, 2023		**105**	**(0)**	**1,628,045**	**(233,204)**	**(1,060,952)**	**333,994**	**1,787**	**335,781**
Loss for the year		—	—	—	—	(201,949)	(201,949)	(323)	(202,272)
Other comprehensive loss for the year		—	—	—	(40,956)	—	(40,956)	(29)	(40,985)
Total comprehensive loss for the year		**—**	**—**	**—**	**(40,956)**	**(201,949)**	**(242,905)**	**(352)**	**(243,257)**
Issue of shares		1	(0)	—	—	—	0	—	0
Share-based compensation	8	—	—	—	—	13,598	13,598	—	13,598
Balance at December 31, 2024		**106**	**(0)**	**1,628,045**	**(274,160)**	**(1,249,303)**	**104,688**	**1,435**	**106,123**

The accompanying notes are an integral part of these consolidated financial statements.

Consolidated statement of cash flows

For the year ended December 31	Note	2024	2023	2022
(in thousands of U.S. dollars)				
Operating activities				
Net loss		(202,272)	(417,060)	(392,567)
Adjustments to reconcile net loss to net cash flows				
—Depreciation of property, plant and equipment and right-of-use assets and amortization of intangible assets	14,15,16	49,966	51,702	48,315
—Impairment of property, plant and equipment and right-of-use assets and intangible assets	14,15,16	—	1,828	285
—Impairment (gain)/loss on trade receivables	20	(234)	611	3,088
—Write-down of inventories		3,095	16,981	28,839
—Share-based compensation	8	13,598	21,446	35,466
—Movements in provisions		(14,414)	36,341	3,800
—Finance income	10	(57,758)	(117,876)	(15,256)
—Finance expenses	10	70,179	69,029	16,665
—Income tax expense/(benefit)	12	3,699	8,895	(4,827)
—(Gain)/Loss on disposal of property, plant and equipment and intangible assets	15	(307)	675	(932)
—Impairment related to assets held for sale		—	—	38,293
—Impairment related to discontinued construction of production facilities		24,117	172,588	—
—Impairment related to closure of production facility		19,113	—	—
—Other		1,441	—	(226)
Interest received		8,285	9,630	2,145
Interest paid		(24,518)	(20,504)	(12,875)
Income tax paid		(3,386)	(18,098)	(2,960)
Changes in working capital:				0
—(Increase)/decrease in inventories		(3,456)	30,543	(55,018)
—Decrease/(increase) in trade receivables, other current receivables, prepaid expenses		14,786	(2,502)	6,991
—(Decrease)/increase in trade payables, other current liabilities, accrued expenses		(16,362)	(9,855)	31,828
Net cash flows used in operating activities		**(114,428)**	**(165,626)**	**(268,946)**
Investing activities				
Purchase of intangible assets	14	(2,055)	(2,950)	(4,510)
Purchase of property, plant and equipment	15	(39,140)	(66,095)	(201,655)
Investments in financial assets		—	(1,651)	—
Proceeds from sale of property, plant and equipment	15, 21	31,201	—	—
Proceeds from sale of assets held for sale	34	—	43,998	—
Proceeds from short-term investments	18	—		240,959
Other		743	—	—
Net cash flows (used in)/from investing activities		**(9,251)**	**(26,698)**	**34,794**
Financing activities				
Proceeds from Convertible Notes	18, 27	—	324,950	—
Proceeds from liabilities to credit institutions	25, 31	—	176,854	47,850
Repayment of liabilities to credit institutions	25, 31	(2,678)	(102,848)	(1,032)
Repayment of lease liabilities	16, 31	(19,645)	(11,411)	(10,899)
Payment of loan transaction costs		(4,965)	(32,550)	—
Cash flows (used in)/from financing activities		**(27,288)**	**354,995**	**35,919**
Net (decrease)/increase in cash and cash equivalents		**(150,967)**	**162,671**	**(198,233)**
Cash and cash equivalents at January 1		249,299	82,644	295,572
Exchange rate differences in cash and cash equivalents		591	3,984	(14,695)
Cash and cash equivalents at December 31	23	**98,923**	**249,299**	**82,644**

The accompanying notes are an integral part of these consolidated financial statements.

Notes to the consolidated financial statements
(in thousands of U.S. dollars unless otherwise stated)

1. Corporate information

These financial statements are consolidated financial statements for the group consisting of Oatly Group AB and its subsidiaries. A list of the principal subsidiaries is included in Note 13 *Investments in subsidiaries*.

Oatly Group AB (the "Company" or the "parent") is a public limited company incorporated and domiciled in Sweden. The Company's registered office is located at Ångfärjekajen 8, 211 19 Malmö, Sweden.

Oatly Group AB and its subsidiaries (together, the "Group") manufacture, distribute and sell oat-based products.

These consolidated financial statements were authorized for issue by the Board of Directors on March 13, 2025.

2. Summary of accounting policies

The principal accounting policies applied in the preparation of these consolidated financial statements are set out below. These policies have been consistently applied unless otherwise stated. All amounts are in thousands of U.S. dollars unless otherwise stated. All references in these financial statements to "$" or "USD" are to U.S. dollars, all references to "SEK" are to Swedish Kronor, all references to "€" or "EUR" are to Euro and all references to "CNY" are to Chinese Yuan.

All numbers in these consolidated financial statements, including references to price per American Depositary Share ("ADS") and a specific number of ADSs, Restricted Stock Units ("RSUs") or stock options, for the fiscal years 2021, 2022, 2023 and 2024 reflect an ADS to ordinary share ratio of 1:1. On February 18, 2025, the Company completed a ratio change whereby the ratio of its ADSs to ordinary shares was changed from one ADS representing one ordinary share to one ADS representing twenty ordinary shares (the "ADS Ratio Change"). All metrics that are presented as of a date in 2025, including references to price per ADS and a specific number of ADSs, RSUs or stock options, reflect the new ADS to ordinary share ratio of 1:20.

2.1. Basis of preparation

The consolidated financial statements of Oatly Group AB have been prepared in accordance with IFRS® Accounting Standards as issued by the International Accounting Standards Board ("IFRS Accounting standards").

The Group has prepared the consolidated financial statements on the basis that it will continue to operate as a going concern, and there is a reasonable expectation that the Group has adequate resources to continue in operational existence for the foreseeable future, and not less than 12 months from the end of the reporting period. In forming this judgment the Group has taken into consideration principal conditions, events and assumptions in relation to the Group's ability to meet its financial covenants and other obligations. The accounting policies adopted are consistent with those of the previous financial year.

The preparation of the consolidated financial statements in conformity with IFRS Accounting standards requires the use of certain critical accounting estimates. It also requires management to exercise its judgment in the process of applying the accounting policies. The areas involving a higher degree of judgment or complexity, or areas where assumptions and estimates are significant to the consolidated financial statements are disclosed in Note 4 *Significant accounting judgments estimates and assessments*. The consolidated financial statements have been prepared using the cost method except for short-term investments, derivative instruments, and Convertible Notes measured at fair value.

New standards and interpretations issued not yet effective

IFRS 18 - Presentation and Disclosure in Financial Statements

In April 2024, the IASB issued IFRS 18, which replaces IAS 1 Presentation of Financial Statements. IFRS 18 introduces new requirements for presentation within the statement of profit or loss, including specified totals and subtotals. Furthermore, entities are required to classify all income and expenses within the statement of profit or loss into one of five categories:

operating, investing, financing, income taxes and discontinued operations, whereof the first three are new. It also requires disclosure of newly defined management-defined performance measures, subtotals of income and expenses, and includes new requirements for aggregation and disaggregation of financial information based on the identified "roles" of the primary financial statements (PFS) and the notes. In addition, narrow-scope amendments have been made to IAS 7 Statement of Cash Flows, which include changing the starting point for determining cash flows from operations under the indirect method, from "profit or loss" to "operating profit or loss" and removing the optionality around classification of cash flows from dividends and interest. In addition, there are consequential amendments to several other standards. IFRS 18, and the amendments to the other standards, is effective for reporting periods beginning on or after 1 January 2027, but earlier application is permitted and must be disclosed. IFRS 18 will apply retrospectively. The Group is currently working to identify all impacts the amendments will have on the primary financial statements and notes to the financial statements.

Classification and Measurement of Financial Instruments - Amendments to IFRS 9 and IFRS 7

In May 2024, the IASB issued amendments to IFRS 9 and IFRS 7, Amendments to the Classification and Measurement of Financial Instruments. The amendments clarify that a financial liability is derecognized on the "settlement date," which is when the related obligation is discharged, canceled, expired or the liability otherwise qualifies for derecognition. The amendments also clarify how to assess the contractual cash flow characteristics of financial assets that include environmental, social and governance ("ESG")-linked features and other similar contingent features, and the treatment of non-recourse assets and contractually linked instruments. In addition, the amendments require additional disclosures in IFRS 7 for financial assets and liabilities with contractual terms that reference a contingent event (including those that are ESG-linked), and equity instruments classified at fair value through other comprehensive income. The amendments will be effective for annual reporting periods beginning on or after January 1, 2026, but earlier application is permitted. The Group is currently evaluating the impacts of these amendments.

There are no other new or amended standards that are expected to have a material impact on the Group in the current or future reporting periods nor on foreseeable future transactions.

2.2. Basis of consolidation

Subsidiaries are all companies over which the Group has control. The Group has control over a company when it is exposed to or has a right to variable returns from its participation in the company and has the possibility to influence the return through its participation in the company. Subsidiaries are consolidated from the date on which control is transferred to the Group. They are deconsolidated from the date that control ceases.

2.3. Segment reporting

The operating segments are reported in a manner consistent with the internal reporting provided to the chief operating decision maker. The Chief Executive Officer is the chief operating decision maker and evaluates financial position and performance and makes strategic decisions. The Chief Executive Officer monitors the Group's performance from a geographic perspective through the reportable segments Europe & International, Greater China and North America. No operating segments have been aggregated to form the reportable segments.

The Chief Executive Officer primarily uses a measure of earnings before interest, tax, depreciation and amortization for the period adjusted to exclude, when applicable, income tax expense, finance expenses, finance income, depreciation and amortization expense, share-based compensation expense, restructuring costs, expenses related to a new product launch issue, costs related to legal settlement, impacts related to discontinued construction of production facilities, impacts related to closure of production facility, costs related to the YYF Transaction, and non-controlling interests ("Adjusted EBITDA"), to assess the performance of the operating segments.

2.4. Foreign currency translation

Functional currency and presentation currency

The entities in the Group have the local currency as their functional currency, as the local currency has been defined as the primary economic environment in which each entity operates. The Group's presentation currency is U.S. dollars.

Transactions and balances

Foreign currency transactions are translated into the functional currency using the exchange rates prevailing on the transaction dates. Foreign exchange rate profits and losses from the settlement of such transactions and the translation of monetary assets and liabilities in foreign currencies using the exchange rates prevailing at the reporting date are recognized in operating loss in the consolidated statement of operations.

Foreign exchange rate profits and losses attributable to the financing of the Group are recognized in the consolidated statement of operations as finance income and finance costs. All other foreign exchange rate profits and losses are recognized under other operating income and (expenses), net.

Translation of foreign group companies

The results and financial position for all companies with a functional currency other than the presentation currency are translated into the Group's reporting currency. Assets and liabilities are translated from the foreign operation's functional currency to the Group's reporting currency using the exchange rates prevailing at the reporting date. Income and expenses for each consolidated statement of operations and consolidated statement of comprehensive loss are translated to USD using the average exchange rate for the period. Foreign exchange differences arising from the currency translation of foreign operations are recognized in other comprehensive loss. Goodwill and fair value adjustments arising from the acquisition of foreign operations are treated as assets and liabilities in these operations and are translated to the reporting currency using the exchange rate at the reporting date.

In the consolidated accounts, exchange rate differences attributable to monetary items that form part of the net investment in foreign operations are recognized in other comprehensive loss and are reclassified from equity to the consolidated statement of operations when the foreign operation is divested in whole or in part.

2.5. Revenue recognition

The Group's principles for recognition of revenue from customer contracts are presented below.

Sale of goods

Revenue from contracts with customers consists of sales of goods. Revenue from the sale of goods is recognized at the point in time when control of goods has transferred to the customer, being when the products are delivered to the customer, the customer has full discretion over the channel to sell the goods, and there is no unfulfilled obligation that could affect the customer's acceptance of the goods. Delivery occurs when the products are shipped to the specific location, the risks of obsolescence and loss have been transferred to the customer and either the customer has accepted the products in accordance with the sales contract or the Group has objective evidence that all criteria for acceptance have been satisfied.

Revenue from contracts with customers is measured at an amount that reflects the consideration to which the Group expects to be entitled in exchange for those goods. Presented revenue excludes VAT and other sales taxes. The Group considers if contracts include other promises that constitute separate performance obligations to which a portion of the transaction price needs to be allocated. The Group considers the effects of variable consideration in determining the transaction price. The Group is acting as principal in its revenue arrangements because the Group maintains control of the goods until they are transferred to the customers.

Variable consideration and other consideration

The transaction price is adjusted for estimates of known or expected variable consideration, which includes, but is not limited to, trade promotion activities, slotting and listing fees, cash discounts, product returns, and penalties. Variable consideration is recorded as a reduction to revenue based on amounts the Group expects to be liable for. Estimates of variable consideration are based on a number of factors, including current contract sales terms and estimated units sold. Estimates are reviewed regularly until the incentives or product returns are realized and the impact of any adjustments are recognized in the period the adjustments are identified.

The Group accounts for consideration payable to a customer as a reduction of the transaction, unless the payment to the customer is in exchange for a distinct good or service that the customer transfers to the Group.

Contract costs

The Group incurs expenses for sales commissions to third parties to obtain customer contracts. Sales commissions are recognized in the consolidated statement of operations, in selling, general and administration expenses. The Group applies the practical expedient that permits the Group to expense the costs to obtain a contract as incurred when the expected amortization period is one year or less.

Cost of goods sold

Cost of goods sold consists primarily of the cost of oats and other raw materials, product packaging, co-manufacturing fees, direct labor and associated overhead costs and property, plant and equipment depreciation. Cost of goods sold also includes warehousing and transportation of inventory.

Research and development expenses

Research and development expenses consist primarily of personnel related expenses for research and development staff, including salaries, benefits and bonuses, but also third-party consultancy fees and expenses incurred related to product trial runs. Research and development efforts are focused on enhancements to existing product formulations and production processes in addition to the development of new products.

Selling, general and administrative expenses

Selling, general and administrative expenses include primarily personnel related expenses, brand awareness and advertising costs, costs associated with consumer promotions, product samples and sales aids. These also include customer distribution costs, i.e., outbound shipping and handling costs for finished goods, and other functional related selling and marketing expenses, depreciation and amortization expense on non-manufacturing assets and other miscellaneous operating items. Customer distribution costs for the year ended December 31, 2024 amounted to $50.7 million (2023: $51.7 million, 2022: $61.3 million). Selling, general and administrative expenses also include auditor fees and other third-party consultancy fees, expenses related to management, finance and accounting, information technology, human resources and other office functions.

Other operating income and (expense), net

Other operating income and (expenses), net consists primarily of impairment charges and other costs related to closure of production facility and discontinued construction of certain production facilities, and net foreign exchange gains (losses) on operating related activities.

Finance income

Finance income primarily consists of impact from fair value changes on Convertible Notes, interest income from cash in bank accounts and short-term deposits, and net foreign exchange gains attributable to external and internal financing arrangements. Finance income is recognized with the application of the effective interest method.

Finance expenses

Finance expenses primarily consists of interest expenses on Convertible Notes, interest expenses on loans from credit institutions and other financial expenses primarily consisting of transaction costs.

Income tax (expense)/benefit

Income tax (expense)/benefit represents both current and deferred income tax expenses. Current tax expenses primarily represent income taxes based on income in multiple foreign jurisdictions.

2.6. Current versus non-current classification

The Group presents assets and liabilities in the consolidated statement of financial position based on current/ non-current classification. An asset is current when it is:

- expected to be realized or intended to be sold or consumed in the normal operating cycle,
- held primarily for the purpose of trading,
- expected to be realized within twelve months after the reporting period, or
- cash or cash equivalent unless restricted from being exchanged or used to settle a liability for at least twelve months after the reporting period.

All other assets are classified as non-current. A liability is current when:

- it is expected to be settled in the normal operating cycle,
- it is held primarily for the purpose of trading,
- it is due to be settled within twelve months after the reporting period, or
- it does not have the right at the end of the reporting period to defer settlement of the liability for at least 12 months after the reporting period.

The Group classifies all other liabilities as non-current.

Deferred tax assets and liabilities are classified as non-current assets and liabilities.

2.7. Leases

As lessee

The Group's leases pertain to land and buildings, and plant and machinery. Contracts may contain both lease and non-lease components. The Group allocates the consideration in the contract to the lease and non-lease components based on their relative stand-alone prices. Lease terms are negotiated on an individual basis and contain a wide range of different terms and conditions. The lease agreements do not impose any covenants other than the security interests in the leased assets that are held by the lessor. Leased assets may not be used as security for borrowing purposes.

Leases are recognized as a right-of-use asset and a corresponding liability at the date at which the leased asset is available for use by the Group. Liabilities arising from a lease are initially measured on a present value basis.

Lease liabilities include the net present value of the following lease payments:

- fixed payments (including in-substance fixed payments), less any lease incentives receivable variable lease payment that are based on an index or a rate, initially measured using the index or rate as at the commencement date,
- amounts expected to be payable by the Group under residual value guarantees,
- the exercise price of a purchase option if the Group is reasonably certain to exercise that option, and
- payments of penalties for terminating the lease, if the lease term reflects the Group exercising that option.

Lease payments to be made under reasonably certain extension options are also included in the measurement of the liability. The lease payments are discounted using the interest rate implicit in the lease. If that rate cannot be readily determined, which is the case for leases in the Group, the lessee's incremental borrowing rate is used, which is the rate that the individual lessee would have to pay to borrow the funds necessary to obtain an asset of similar value to the right-of-use asset in a similar economic environment with similar terms, security, and conditions.

To determine the incremental borrowing rate, the Group:

- uses a build-up approach that starts with a risk-free interest rate adjusted for credit risk, and
- makes adjustments specific to the lease, e.g., term, country, currency and security.

The Group is exposed to potential future increases in variable lease payments based on an index or rate, which are not included in the lease liability until they take effect. When adjustments to lease payments based on an index or rate take effect, the lease liability is reassessed and adjusted against the right-of-use asset. Lease payments are allocated between principal and finance cost. The finance cost is charged to profit or loss over the lease period so as to produce a constant periodic rate of interest on the remaining balance of the liability for each period.

Right-of-use assets are measured at cost comprising the following:

- the amount of the initial measurement of lease liability,
- any lease payments made at or before the commencement date less any lease incentives received,
- any initial direct costs,
- restoration costs, and
- extension options.

Right-of-use assets are generally depreciated over the shorter of the asset's useful life and the lease term on a straight-line basis. If the Group is reasonably certain to exercise a purchase option, the right-of-use asset is depreciated over the underlying asset's useful life. Payments associated with short-term leases and leases of low-value assets are recognized on a straight-line basis as an expense in profit or loss. Short-term leases are leases with a lease term of 12 months or less.

2.8. Taxes

Current income tax

Current income tax assets and liabilities are measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted at the reporting date in the countries where the Group operates and generates taxable income.

Current income tax is recognized in the consolidated statement of operations except for tax attributable to items that are recognized in other comprehensive loss or directly in equity. In such cases, tax is also recognized in other comprehensive loss and equity, respectively.

Management periodically evaluates positions taken in the tax returns with respect to situations in which applicable tax regulations are subject to interpretation and establishes provisions where appropriate.

Deferred Tax

Deferred tax is recognized for all temporary differences that arise between the taxable value of assets and liabilities and their carrying values in the consolidated financial statements. Deferred tax is measured at the tax rates that are expected to be applied to temporary differences when they reverse, using tax rates enacted or substantively enacted at the reporting date. The measurement of deferred tax reflects the tax consequences that would follow from the manner in which the Group expects at the reporting date to recover or settle the carrying amount of its assets and liabilities.

Deferred tax assets are recognized to the extent that it is probable that there will be future taxable surpluses against which the temporary differences can be utilized.

Deferred tax assets and tax liabilities are offset when there is a legal right to offset for current tax assets and tax liabilities, and when the deferred tax assets and tax liabilities are attributable to taxes charged by the same tax authorities and are either attributable to the same tax subject or different tax subjects, where there is an intention to settle the balances through net payments.

Deferred tax relating to items recognized outside the consolidated statement of operations is recognized outside the consolidated statement of operations. Deferred tax items are recognized in correlation to the underlying transaction either in other comprehensive loss or directly in equity.

2.9. Intangible assets

Goodwill

Goodwill arises at the acquisition of businesses and consists of the amount by which the consideration, any non-controlling interest in the acquired company and fair value at the acquisition dates of previous shareholdings, exceeds the fair value of identifiable net assets acquired.

In order to perform impairment tests, goodwill acquired in a business combination is allocated to cash generating units or groups of cash generating units that are expected to benefit with synergies from the acquisition. Each unit or group of units to which goodwill has been allocated correspond to the lowest level in the Group for which goodwill is monitored. The Group monitors goodwill at the operating segment level for internal purposes, consistent with the way it assesses performance and allocates resources. The goodwill is allocated to the Europe & International segment.

Other intangible assets

Capitalized expenditure for development activities

Expenditure for development and testing of new or significantly improved materials, products, processes or systems are recognized as an asset in the consolidated statement of financial position if the following criteria are met:

- it is technically feasible to complete the asset so that it will be available for use,
- it is the Group's purpose to complete the asset so that it will be available for use or sale,
- there are prerequisites to make the asset available for use or sale,
- it is possible to prove how the asset is likely to generate future economic benefits,
- there are adequate technical, economic and other resources to fulfill the development and to make the asset available for use or sale, and
- the costs attributable to the asset during development can be reliably measured.

Other development costs are recognized in the consolidated statement of operations as costs are incurred. In the consolidated statement of financial position, capitalized development costs are reported at cost less accumulated depreciation and any impairment. Capitalized development expenditure is recognized as intangible assets and is depreciated from the date when the asset is ready for use. The estimated useful life is 3-5 years, which corresponds to the estimated period of time during which these assets will generate cash flows.

Development costs that do not meet these criteria are expensed as incurred. Development expenditure previously carried at cost is not recognized as an asset in a subsequent period.

Software-as-a-Service (SaaS) arrangements

SaaS arrangements are service contracts providing the Group with the right to access the cloud provider's application software over the contract period. As such the Group does not receive a software intangible asset at the contract commencement date. A right to receive future access to the supplier's software does not, at the contract commencement date, give the Group the power to obtain the future economic benefits flowing from the software itself and to restrict others' access to those benefits.

The Group treats costs incurred in relation to SaaS arrangements as operating expenses over the term of the service contract or as operating expenses when the service is received, depending on the nature of the expenses incurred and whether they are distinct from the cloud computing service or not in the underlying SaaS arrangement.

There could be a variety of other costs incurred as part of the arrangement, for example development of bridging modules that connect or integrate the SaaS software with existing software/systems that may be controlled by the Group. The Group assesses such expenses to determine if they should be expensed or may qualify for capitalization as an intangible asset.

Other intangible assets

Other intangible assets consist primarily of separately acquired trademarks and patents are recognized at historical cost. They are reported at fair value at the time of acquisition and amortized on a straight-line basis over the projected useful life. They are reported in subsequent periods at cost less accumulated amortization and impairment. The estimated useful life is 5 years, which corresponds to the estimated time these will generate cash flow.

2.10. Tangible assets

Property, plant and equipment

Property, plant and equipment consist of land, buildings and fixtures, plant and machinery and construction in progress. These are recognized at historical cost less depreciation and impairment, except for construction in progress. Construction in progress is transferred to another asset (and depreciation begins) once an asset is in the location and condition necessary for it to be capable of operating in the manner intended by management. Historical cost includes expenditure that is directly attributable to the acquisition of the items.

Subsequent costs are added to the asset's carrying value or are recognized as a separate asset, depending on which is most suitable, only when it is probable that the future economic benefits attributable to the asset will flow to the Group and the cost of the asset can be reliably measured. The carrying value of the replaced component is derecognized from the consolidated statement of financial position. All other kinds of repairs and maintenance are recognized at cost in the consolidated statement of operations in the period in which they occur.

Depreciation of assets is calculated using the straight-line method to allocate the cost of the assets, net of their residual values, over the estimated useful life of each component of an item of buildings and plant and machinery as follows:

Buildings and fixtures	8-40 years
Plant and machinery	3-15 years

The assets' residual values and useful lives are assessed at the end of each reporting period and adjusted, if needed.

Profit or loss from disposals is established through a comparison of the profit from sales and carrying value and is recognized in other operating income and (expenses), net in the consolidated statement of operations.

2.11. Impairment of non-financial assets

Intangible assets that have an indefinite useful life (goodwill) or intangible assets not ready to use (capitalized expenditure for development) are not subject to amortization and are tested for impairment annually and when circumstances indicate that the carrying value may be impaired. Other assets are tested for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable.

An impairment loss is recognized for the amount by which the asset's carrying amount exceeds its recoverable amount. The recoverable amount is the higher of an asset's fair value less costs of disposal and value in use. For the purposes of assessing impairment, assets are grouped at the lowest levels for which there are separately identifiable cash inflows, which are largely independent of the cash inflows from other assets or groups of assets (cash-generating units). Non-financial assets other than goodwill are reviewed for reversal of the impairment at the end of each reporting period.

2.12. Inventories

Raw materials and finished goods are stated at the lower of cost and net realizable value. Costs consist of direct materials, direct labor and an appropriate proportion of variable and fixed overhead expenditure. Overhead expenditures are allocated on

the basis of normal operating capacity. Costs of purchased inventory are determined after deducting rebates and discounts. Net realizable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale. The Group reviews inventory quantities and records a provision for excess and obsolete inventory based primarily on demand and the age of the inventory, among other factors.

2.13. Financial instruments

Initial recognition

Purchases and sales of financial assets are recognized on trade date, being the date upon which the Group commits to purchase or sell the asset. Financial assets are derecognized when the rights to receive cash flows from the financial assets have expired or have been transferred, and the Group has transferred substantially all the risks and rewards of ownership.

Financial assets—Classification and measurement

Financial assets include cash and cash equivalents, trade receivables, short-term investments, derivatives and other financial assets. The Group classifies its financial assets in the following measurement categories:

- those to be measured subsequently at fair value (either through other comprehensive loss or through profit or loss), and
- those to be measured at amortized cost.

The classification depends on the Group's business model for managing the financial assets and contractual terms of the cash flows. For assets measured at fair value, gains and losses will either be recorded in profit or loss or other comprehensive loss. The Group reclassifies debt investments when and only when its business model for managing those assets changes.

At initial recognition, the Group measures a financial asset at its fair value plus, in the case of a financial asset, not at fair value through profit or loss ("FVPL"), transaction costs that are directly attributable to the acquisition of the financial asset. Transaction costs of financial assets carried at FVPL are expensed in profit or loss.

Subsequent measurement of debt instruments depends on the Group's business model for managing the asset and the cash flow characteristics of the asset. All debt instruments in the Group are measured at amortized cost. The Group's financial assets measured at amortized cost consist of the items other non-current receivables, trade receivables, other current receivables and cash and cash equivalents.

Amortized cost: Assets that are held for collection of contractual cash flows, where those cash flows represent solely payments of principal and interest, are measured at amortized cost. Interest income from these financial assets is included in finance income using the effective interest rate method. Any gain or loss arising on derecognition is recognized directly in profit or loss and presented in other operating income and (expenses), net together with foreign exchange gains and losses.

Fair value through profit or loss: Assets that are held primarily for the purpose to secure and increase value of the investments are included in the business model "Other".

Derivatives

Derivatives are initially recognized at the fair value on the date a derivative contract is entered into, and they are subsequently remeasured to their fair value at the end of each reporting period. Changes in the fair value are recognized in finance income or finance expenses in the consolidated statement of operations.

Short-term investments

Short-term investments are primarily comprised of funds and bonds carried at fair value through profit and loss. The primary purpose of the portfolio is to secure and increase value of the investments compared to keeping cash in bank accounts, until cash is needed for other investments in the business, for example new production facilities. Based on the primary purpose of the portfolio and indicators identified in the IFRS 9 Financial Instruments test, the overall assessment is that the portfolio is

the business model "Other". The investments in the portfolio are therefore recognized at fair value through profit or loss and presented as short-term investments and cash and cash equivalents in the statement of financial position.

Derecognition of financial assets

Purchases and sales of financial instruments are reported on the trade date, that is, the date on which the Group commits itself to purchase or sell the asset. Financial assets are derecognized from the statement of financial position when the right to receive cash flows from the instrument has expired or been transferred, and the Group has, in all significant aspects, transferred all risk and benefits associated with the ownership. Profits and losses arising from derecognition from the statement of financial position are recognized directly in the consolidated statement of operations.

Financial liabilities—Classification and measurement

Financial liabilities at amortized cost

At initial recognition, the Group measures a financial liability at its fair value plus transaction costs that are directly attributable to the financial liability. After initial recognition, the majority of the Group's financial liabilities are valued at amortized cost applying the effective interest method.

The Group's financial liabilities measured at amortized cost comprise liabilities to credit institutions, bank overdraft facilities, trade payables and accrued expenses.

Financial liabilities at fair value

At initial recognition, the Group measures a financial liability at its fair value. Transaction costs of financial liabilities carried at fair value are expensed in the consolidated statement of operations.

Financial liabilities designated at fair value through profit or loss

The Group has Convertible Notes (as defined in Note 27 *Convertible Notes*) which are classified entirely as liabilities at the initial date of recognition at fair value through profit or loss under the fair value option in accordance with IFRS 9 Financial Instruments. The Convertible Notes were issued with a conversion option that does not fulfill the "fixed for fixed" criteria. As the instrument contains an embedded derivative that is not closely related, the Convertible Notes have been designated in its entirety as at fair value through profit or loss on initial recognition and as such the embedded conversion feature is not separated. All transaction costs related to financial instruments designated at fair value through profit or loss are expensed as incurred. Fair value changes relating to the Group's own credit risk are recognized in other comprehensive income. Amounts recorded in other comprehensive income related to credit risk are not subject to recycling in profit or loss, but are transferred to retained earnings when realized. Fair value changes relating to market risk are recognized in finance income in the consolidated statement of operations.

Derecognition of financial liabilities

Financial liabilities are derecognized from the statement of financial position when the obligations are settled, canceled or have expired in any other way. The difference between the carrying value of a financial liability that has been extinguished or transferred to another party and the fee paid are reported in the consolidated statement of operations.

When the terms and conditions of a financial liability are renegotiated and are not derecognized from the statement of financial position, a profit or loss is reported in the consolidated statement of operations. The profit or loss is calculated as the difference between the original contractual cash flows and the modified cash flows discounted at the original effective interest rate.

Offsetting of financial instruments

Financial assets and liabilities are offset and recognized with a net amount in the statement of financial position only when there is a legal right to offset the recognized amounts and an intention to balance the items with a net amount or to simultaneously realize the asset and settle the liability.

Impairment of financial assets recognized at amortized cost

The Group assesses, on a forward-looking basis, the expected credit losses associated with its debt instruments carried at amortized cost. The impairment methodology applied depends on whether there has been a significant increase in credit risk.

For trade receivables, the Group applies the simplified approach, i.e., the reserve will correspond to the expected loss over the lifetime of the trade receivables. In order to measure the expected credit losses, trade receivables have been grouped based on days past due. The Group applies forward-looking variables for expected credit losses. Expected credit losses are recognized in the consolidated statement of operations, in selling, general and administration expenses.

2.14. Trade receivables

Trade receivables are initially measured at the transaction price and subsequently at amortized cost, less allowance for expected credit losses.

2.15. Cash and cash equivalents

For the purpose of presentation in the consolidated statement of cash flows, cash and cash equivalents include cash on hand and deposits held at call with financial institutions. Bank overdrafts are shown within liabilities to credit institutions in current liabilities in the statement of financial position.

2.16. Share capital

Ordinary shares are classified as equity. Incremental costs directly attributable to the issue of new shares are shown in equity as a deduction, net of tax, from the proceeds.

2.17. Liabilities to credit institutions

Liabilities to credit institutions are initially recognized at fair value, net of transaction costs incurred. Liabilities to credit institutions are subsequently measured at amortized cost. Any difference between the proceeds (net of transaction costs) and the redemption amount is recognized in profit or loss over the period of the liabilities to credit institutions using the effective interest method. Fees paid on the establishment of loan facilities are recognized as transaction costs of the loan to the extent that it is probable that some or all of the facility will be drawn down. In this case, the fee is deferred until the draw-down occurs. To the extent there is no evidence that it is probable that some or all of the facility will be drawn down, the fee is capitalized as a prepayment for liquidity services and amortized over the period of the facility to which it relates.

Liabilities to credit institutions are classified as current liabilities, unless the Group has an unconditional right to defer settlement of the liability for at least 12 months after the reporting period.

General and specific borrowing costs that are directly attributable to the acquisition, construction or production of a qualifying asset are capitalized during the period of time that is required to complete and prepare the asset for its intended use or sale. Qualifying assets are assets that necessarily take a substantial period of time to get ready for their intended use or sale. Investment income earned on the temporary investment of specific borrowings, pending their expenditure on qualifying assets, is deducted from the borrowing costs eligible for capitalization. Other borrowing costs are expensed in the period in which they are incurred.

2.18. Provisions

Provisions are recognized when the Group has a present obligation (legal or constructive) as a result of a past event and it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation, and a reliable estimate can be made of the amount of the obligation. The expense relating to a provision is presented in the consolidated statement of operations net of any reimbursement.

If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, when appropriate, the risks specific to the liability. When discounting is used, the increase in the provision due to the passage of time is recognized as a finance cost.

Provision for restoration costs

The Group recognizes provisions for restoration costs of leased manufacturing facilities. Restoration costs are provided for at the present value of expected costs to settle the obligation using estimated cash flows and are recognized as part of the cost of the relevant asset. The cash flows are discounted at a current pre-tax rate that reflects the risks specific to the liability for the restoration costs. The unwinding of the discount is expensed as incurred and recognized in the consolidated statement of operations as a finance expense. The estimated future costs of the restorations are reviewed annually and adjusted as appropriate. Changes in the estimated future costs, or in the discount rate applied, are added to, or deducted from the cost of the asset.

Provision for restructuring costs

The Group recognizes provisions for restructuring costs only when there is a constructive obligation, which is when:

- there is a detailed formal plan that identifies the business or part of the business concerned, the location and number of employees affected, the detailed estimate of the associated costs, and the timeline; and
- the employees affected have been notified of the plan's main features.

2.19. Employee benefits

Short-term benefits to employees

Liabilities for wages and salaries, annual leave and accumulating sick leave that are expected to be settled wholly within 12 months after the end of the period in which the employees render the related services are recognized in respect of employees' services up to the end of the reporting period, and they are measured at the amounts expected to be paid when the liabilities are settled. The liabilities are presented as accrued expenses in the statement of financial position.

Post-employment obligations

Within the Group, there are defined-contribution plans. A defined-contribution plan is a pension plan according to which the Group pays a fixed amount to a separate legal entity. The Group has no legal or constructive obligation to pay additional premiums if this legal entity does not have adequate means to pay all benefits to employees, attributable to their service in current or previous periods. The premiums are reported as costs in the consolidated statement of operations when they fall due.

The Swedish Corporate Reporting Board is a private sector body in Sweden with the authority to develop interpretations of IFRS Accounting standards for consolidated financial statements for issues that are very specific to the Swedish environment, for example, UFR 10 *Accounting for the pension plan ITP 2 financed through an insurance in Alecta*. The Group's pension obligations for certain employees in Sweden, which are secured through an insurance with Alecta, are reported as a defined contribution plan. According to UFR 10, this is a defined benefit multi-employer plan. For the financial year 2024, the Group has not had access to information in order to be able to report its proportional share of the obligations of the plan, plan assets and costs and therefore, it has not been possible to recognize the plan as a defined benefit plan. The ITP 2 pension plan, secured through an insurance with Alecta, is therefore reported as a defined contribution plan. The premium of the defined contributions plan for retirement pensions and survivor's pension is calculated individually and is, among other factors, based on salary, previously earned pension and expected remaining years of service. Expected premiums for the next reporting period for ITP

2 insurances signed with Alecta is $0.8 million. Premiums for the year ended December 31, 2024 for ITP 2 insurances signed with Alecta amounted to $0.8 million (2023: $1.0 million).

The collective consolidation level comprises the market value of Alecta's assets as a percentage of the insurance obligations in accordance with Alecta's actuarial methods and assessments. The collective consolidation level should normally be allowed to vary between 125% and 170%. If Alecta's collective consolidation level falls below 125% or exceeds 170%, measure should be taken in order for the consolidation level to return to the normal interval. At a low consolidation, one measure might be to increase the price when signing new insurance agreements and an expansion of existing benefits. At a high level of consolidation, one measure might be to introduce lower premiums. At the end of the financial year 2024, Alecta's surplus of the collective consolidation level was 162%.

Share-based compensation—equity settled

Employee stock options (ESOPs) and Restricted Stock Units (RSUs) (2021)

For share-based compensation schemes, the fair value of the instruments granted are established at the grant date and recognized as an employee benefits expense, with a corresponding increase in equity.

The fair value of ESOPs at grant date has been established by using the Black-Scholes option pricing model and input data in the model is disclosed in Note 8 *Share-based compensation.*

The awards only have a service condition whereby the awards vest in 12-month installments over 36 months. Each of the installments are treated as separate awards which are expensed on a linear basis for each installment period i.e., 12 months, 24 months, and 36 months; this will result in a front-loaded IFRS 2 charge. At the end of each period, the entity revises its estimates of the number of instruments that are expected to vest based on the service conditions. It recognizes the impact of the revision to original estimates, if any, in profit or loss, with a corresponding adjustment to retained earnings within equity.

Termination benefits

Termination benefits are payable when employment is terminated by the Group before the normal retirement date, or when an employee accepts voluntary redundancy in exchange for these benefits. The Group recognizes termination benefits at the earlier of the following dates: (a) when the Group can no longer withdraw the offer of those benefits; and (b) when the entity recognizes costs for a restructuring that is within the scope of IAS 37 and involves the payment of terminations benefits. In the case of an offer made to encourage voluntary redundancy, the termination benefits are measured based on the number of employees expected to accept the offer.

2.20. Loss per share

Basic loss per share is calculated by dividing the loss after tax by the weighted average number of ordinary shares outstanding for the period. Diluted loss per share is computed using the treasury stock method to the extent that the effect is dilutive by using the weighted-average number of outstanding ordinary shares and potential ordinary shares during the period.

2.21 Non-current assets held for sale

The Group classifies non-current assets and disposal groups as held for sale if their carrying amounts will be recovered principally through a sale transaction rather than through continuing use. Non-current assets and disposal groups classified as held for sale are measured at the lower of their carrying amount and fair value less costs of disposal. Costs to sell are the incremental costs directly attributable to the disposal of an asset (disposal group), excluding finance costs and income tax expense.

The criteria for held for sale classification is regarded as met only when the sale is highly probable, and the asset or disposal group is available for immediate sale in its present condition. Actions required to complete the sale should indicate that it is unlikely that significant changes to the sale will be made or that the decision to sell will be withdrawn. Management must be committed to the plan to sell the asset and the sale expected to be completed within one year from the date of the classification.

An impairment loss is recognized for any initial or subsequent write-down of the asset (or disposal group) to fair value less costs of disposal. A gain is recognized for any subsequent increases in fair value less costs of disposal of an asset (or disposal group), but not in excess of any cumulative impairment loss previously recognized. A gain or loss not previously recognized by the date of the sale of the non-current asset (or disposal group) is recognized at the date of derecognition. The gain or loss is recognized in other operating income and expenses, net in the consolidated statement of operations.

Property, plant and equipment are not depreciated once classified as held for sale.

Assets and liabilities classified as held for sale are presented separately as current items in the statement of financial position.

3. Financial risk management

3.1. Financial risk factors

Through its operations, the Group is exposed to various financial risks attributable to primarily cash, trade receivables, trade payables, liabilities to credit institutions and Convertible Notes. The financial risks are market risk, mainly interest risk and currency risk, credit risk, liquidity risk and refinancing risk. The Group strives to minimize potential unfavorable effects from these risks on the Group's financial results.

The aim of the Group's financial operations is to:

- ensure that the Group can meet its payment obligations,
- manage financial risks,
- ensure a supply of necessary financing, and
- optimize the Group's finance income and (expenses), net.

The Group's risk management is predominantly controlled by a central treasury department ("Group Treasury") under policies owned by the Chief Financial Officer and approved by the Board of Directors. The Chief Executive Officer is responsible to the Board of Directors for the risk management and ensuring that the guidelines and risk mandates are followed and carried out in accordance with established treasury policy.

Group Treasury identifies, evaluates and hedges financial risks in close cooperation with the Group's operating units. The treasury policy provides principles for overall risk management, as well as policies covering specific areas, such as foreign exchange risk, interest rate risk, credit risk, use of derivative financial instruments and non-derivative financial instruments and investment of excess liquidity. The treasury policy (a) identifies categories of financial risks and describe how they should be managed, (b) clarifies the responsibility in financial risk management among the Board of Directors, the Chief Executive Officer, the Chief Financial Officer, Group Treasury and the Subsidiaries, (c) specifies reporting and control requirements for Group treasury functions and (d) ensures that the treasury operations of the Group are supporting the overall strategy of the Group.

3.1.1 Market risk

Currency risk (transaction risk)

The Group operates internationally and is exposed to foreign exchange risk. Foreign exchange risk arises from future commercial transactions and recognized assets and liabilities denominated in a currency that is not the functional currency of the relevant Group entity. Primarily, the Group is exposed to currency risk in Group companies with SEK, USD and SGD as the functional currencies. The primary risks in these companies are SEK/USD, SEK/EUR, SEK/GBP, SEK/CNY, SEK/SGD, SEK/NOK, USD/SEK and SGD/CNY due to internal accounts receivables and other receivables, internal trade payables and other liabilities, borrowings, short-term deposits (cash and cash equivalents), and external sales and purchases (accounts receivables and trade payables). The Group has internal loans denominated in currencies different from the functional currency of the lender. These loans form part of the net investment in foreign operations (extended equity) and are recognized in other

comprehensive loss. Exposure from internal loans classified as extended equity are not included in the tables and sensitivity analysis below.

Due to the growth profile of the Group it is necessary to maintain a dynamic risk management of currency. Group Treasury monitors forecast of highly probable cash flows for each currency and aim to achieve a natural match of inflows and outflows. For those currencies which have a net cash flow that is positive or negative, Group Treasury has the possibility to use foreign exchange instruments (FX forward or spot) to manage the risk. The treasury policy mandates Group Treasury to hedge between 0% and 100% of the exposure for the following 18 months. The Group does not apply hedge accounting. As of December 31, 2024, the Group had currency derivatives of SEK 64.9 million (2023: SEK 259.5 million) for which the fair value was $0.0 million (2023: $0.9 million).

Exposure

The Group's primary exposure to foreign currency risk at the end of the reporting period, expressed in thousands of USD was as follows:

	As of December 31, 2024								
(in thousands of U.S. dollars)	**SEK/USD**	**SEK/EUR**	**SEK/GBP**	**SEK/CNY**	**SEK/SGD**	**SEK/NOK**	**USD/SEK**	**SGD/CNY**	**GBP/EUR**
Accounts receivables	—	8,957	—	—	—	—	—	259	—
Other receivables	112,180	—	12,500	—	5,074	23,175	72,493	—	—
S-T deposits	40,000	—	—	—	—	—	—	—	—
Liabilities to credit institutions	(131,290)	(1,320)	—	—	—	—	—	—	—
Trade payables	(1,496)	(11,170)	—	(22,761)	(1,232)	—	—	—	—
Lease liabilities	—	(1,789)	—	—	—	—	—	—	—
Other current liabilities	—	(5,654)	(21,830)	—	—	—	(158,710)	—	(4,528)
Total	**19,394**	**(10,977)**	**(9,330)**	**(22,761)**	**3,842**	**23,175**	**(86,217)**	**259**	**(4,528)**

	As of December 31, 2023								
(in thousands of U.S. dollars)	**SEK/USD**	**SEK/EUR**	**SEK/GBP**	**SEK/CNY**	**SEK/SGD**	**SEK/NOK**	**USD/SEK**	**SGD/CNY**	**GBP/EUR**
Accounts receivables	—	8,318	—	—	—	—	—	42,245	—
Other receivables	—	1,077	22,938	—	53,661	10,406	24,400	—	2,780
S-T deposits	170,000	—	—	—	—	—	—	—	—
Liabilities to credit institutions	(132,831)	(2,810)	—	—	—	—	—	—	—
Trade payables	(1,757)	(15,701)	—	(47,727)	(35,785)	—	—	—	—
Lease liabilities	—	(2,047)	—	—	—	—	—	—	—
Other current liabilities	(7,813)	—	—	—	—	—	(22,388)	—	—
Total	**27,599**	**(11,163)**	**22,938**	**(47,727)**	**17,876**	**10,406**	**2,012**	**42,245**	**2,780**

Sensitivity

The Group is primarily exposed to changes in SEK/USD, SEK/EUR, SEK/GBP, SEK/CNY, SEK/SGD, SEK/NOK, USD/SEK and SGD/CNY exchange rates. The Group's risk exposure in foreign currencies:

	Impact on loss before tax		
	2024	2023	2022
SEK/USD exchange rate - increase/decrease 10 %	+/- 1,939	+/- 2,760	+/- 12,883
SEK/EUR exchange rate - increase/decrease 10 %	+/- 1,098	+/- 1,116	+/- 236
SEK/GBP exchange rate - increase/decrease 10 %	+/- 933	+/- 2,294	+/- 586
SEK/CNY exchange rate - increase/decrease 10 %	+/- 2,276	+/- 4,773	+/- 1,755
SEK/SGD exchange rate - increase/decrease 10 %	+/- 384	+/- 1,788	+/- 1,491
SEK/NOK exchange rate - increase/decrease 10 %	+/- 2,317	+/- 1,041	+/- 1,136
USD/SEK exchange rate - increase/decrease 10 %	+/- 8,622	+/- 201	—
SGD/CNY exchange rate - increase/decrease 10 %	+/- 26	+/- 4,224	+/- 3,112
GBP/EUR exchange rate - increase/decrease 10 %	+/- 453	+/- 278	+/- 1,181

Currency risk (translation risk)

The Group is also exposed to currency risk when foreign subsidiaries with a functional currency other than USD are consolidated, primarily for EUR, SEK, GBP and CNY. The Group's policy is not to hedge the translation exposure related to net foreign assets to reduce translation risk in the consolidated financial statements.

Interest rate risk

The Group is exposed to interest rate risk that arises from the TLB Credit Agreement (as defined in section 3.1.3 *Liquidity risk* below) that carries an interest of Term SOFR with a floor of 2.5%. To manage the risk the Group has entered into interest rate caps for the full amount of the term loan of $130 million. The cap is 4.6% and has a maturity of 3 years (April 2026).

The Group's interest rate risk also arises from liabilities to credit institutions with variable rates (Euro Interbank Offered Rate "Euribor" 3 Months during 2024, 2023 and 2022), which expose the Group to cash flow interest rate risk. As of December 31, 2024, the nominal amount of liabilities to credit institutions with variable interest rate was $1.3 million with no hedges. As of December 31, 2023, the nominal amount of liabilities to credit institutions with variable interest rate was $2.8 million with no hedges.

Sensitivity

Profit or loss is sensitive to higher/lower interest expense primarily from liabilities to credit institutions as a result of changes in interest rates.

	Impact on loss before tax		
	2024	2023	2022
Interest rates - increase by 100 basis points	+391	+28	+526
Interest rates - decrease by 100 basis points	-1,294	-375	-526
Interest rates - increase by 300 basis points	+417	+84	+1,578
Interest rates - decrease by 300 basis points	-2,351	-642	-1,578

The effect from increase in basis points is limited due to the cap that economically hedges the TLB Credit Agreement. At year end 2023, the cap was in the money and increases in Term SOFR had therefore no effect on the sensitivity analysis, and the effect from liabilities with Euribor rate was small.

The effect from decrease in basis points is limited due to a floor of 2.5% in the Term SOFR in the TLB Agreement.

Fair value / Price risk

During the year ended December 31, 2023, the Group issued Convertible Notes which are classified as liabilities at the initial date of recognition at fair value through profit or loss. Fair value changes relating to the Group's own credit risk are recognized in other comprehensive income. Amounts recorded in other comprehensive income related to credit risk are not

subject to recycling in profit or loss, but are transferred to retained earnings when realized. Fair value changes relating to market risk are recognized in finance income in the consolidated statement of operations. The fair value of the Convertible Notes as of December 31, 2024 was $324.4 million (2023: $323.5 million).

For details on the fair value on Convertible Notes, see Note 18 *Financial instruments per category.*

Sensitivity

Profit or loss is sensitive to changes in fair value from Convertible Notes. For details on sensitivity to changes in fair value on Convertible Notes, see Note 18 *Financial instruments per category.*

Commodity price risk

The Group is exposed to risk related to the price and availability of ingredients. Profitability is dependent on, among other things, the Group's ability to anticipate and react to availability of ingredients and inflationary pressures. Currently, the main ingredient in the Group's products is oat. The Group purchases oats from farmers in Sweden, Canada, the United Kingdom, the Baltic states, Australia and Finland through millers in Sweden, Finland, China, Canada, the United States and Belgium, so its supply may be particularly affected by any adverse events in these countries or any delays in transport between countries or regions. The prices of oats and other ingredients used, such as rapeseed oil, are subject to many factors beyond the Group's control, including poor harvests due to adverse weather conditions, natural disasters and changes in world economic conditions, including as a result of any trade tensions or trade wars, for example, between the United States and China, the United States and Canada, the United States and Mexico and the United States and the EU, or news and rumors of a potential retaliatory tariffs. The Group currently source oats and rapeseed oil from Canada and packaging from Mexico for use in its production facility in the Group's factory in Millville, New Jersey and the Group's hybrid production facility in Ogden, Utah. The prices of the ingredients the Group source is also affected by pandemics or wars such as the current war between Russia and Ukraine, the ongoing conflict in the Middle East and the conflict in the Red Sea. Oat prices and other ingredients such as rapeseed oil are normally agreed to annually with suppliers for the following year based on the outcome of the current year harvest.

The Group believes it will be able to address material commodity increases by either increasing prices or reducing operating expenses. However, increases in commodity prices, without adjustments to pricing, or reduction to operating expenses, or a delay in pricing actions, could increase costs and increase loss as a share of revenue. In addition, macro-economic and competitive conditions could make additional price increases difficult.

A general commodity cost price increase of 5% would have increased the Group's 2024 commodity costs by $11.8 million (2023: $12.0 million, 2022: $11.2 million).

3.1.2 Credit risk

Credit risk arises primarily from cash and cash equivalents and debt instruments carried at amortized cost.

Financial counterparty credit risk is managed on a Group basis. The external financial counterparties must be high-quality international credit institutions or other major participants in the financial markets, in each case, with a minimum investment grade rating BBB- / Baa3. The rating of the financial counterparties used during 2024 and 2023 were in the range from BBB to AA+.

Customer and supplier credit risk is mitigated through credit risk assessment, credit limit setting in case of payment obligations overdue and through the contractual terms. There are no significant concentrations of credit risk in regards of exposure to specific industry sectors and/or regions. For the year ended December 31, 2024, one customer in the foodservice channel represented approximately 10% (2023: 12% and 2022: 14% respectively) of total revenue. The Group has not had any incurred credit losses from this customer historically.

The Group has primarily one type of debt instrument carried at amortized cost, subject to the expected credit loss model: trade receivables.

Trade receivables

The Group applies the simplified approach to measuring expected credit losses, which uses a lifetime expected loss allowance for all trade receivables.

To measure the expected credit losses, trade receivables have been grouped based on days past due. The expected loss rates are based on sales over a period of 36 months before December 31, 2024, and the corresponding historical credit losses experienced within this period. The historical loss rates are adjusted to reflect current and forward-looking information on macroeconomic factors affecting the ability of the customers to settle the receivables. In cases when the Group has more information on customers than the statistical model reflects, a management overlay is made for those specific customers. Historically, the Group has experienced immaterial credit losses. Based on the historical data of low credit losses together with a forward-looking assessment, the expected credit loss for trade receivables is not material. The Group has during 2024 and 2023 no significant impairment losses relating to specific customers.

The aging of the Group's trade receivables is as follows:

	2024	2023
Current	86,760	92,293
1-30 days past due	12,787	15,127
31-60 days past due	2,527	2,488
61-90 days past due	681	1,381
91- days past due	1,389	2,882
Gross carrying amount	**104,144**	**114,171**
Allowance for expected credit losses	(778)	(1,220)
Net carrying amount	**103,366**	**112,951**

The movements in the Group's allowance for expected credit losses of trade receivables are as follows:

	2024	2023
As at January 1	**(1,220)**	**(3,730)**
Increase of allowance recognized in statement of operations during the year	(383)	(720)
Receivables written off during the year as uncollectible	170	1,912
Unused amount reversed	617	1,331
Translation differences	38	(13)
As at December 31	**(778)**	**(1,220)**

Trade receivables are written off where there is no reasonable expectation of recovery. Assessments are made individually, in each case, based on indicators that there is no reasonable expectation of recovery. Indicators include, among others, the failure of a debtor to engage in a repayment plan with the Group. Impairment losses on trade receivables are presented as selling, general and administration expenses within operating loss. Subsequent recoveries of amounts previously written off are credited against the same line item.

3.1.3 Liquidity risk

Liquidity risk is the Group's risk of not being able to meet the short-term payment obligations due to insufficient funds. Management monitors rolling forecasts of the Group's liquidity reserve (comprising the undrawn borrowing facilities below) and cash and cash equivalents on the basis of expected cash flows. This is monitored at Group level with input from local management. In addition, the Group's liquidity management policy involves projecting cash flows in major currencies and considering the level of liquid assets necessary to meet these, monitoring balance sheet liquidity ratios against internal and external regulatory requirements and maintaining debt financing plans. Due to the dynamic nature of the underlying businesses, Group Treasury maintains flexibility in funding by maintaining availability under committed credit lines.

As at December 31, 2024, the Group held cash and cash equivalents of $98.9 million (2023: $249.3 million) that are available for managing liquidity risk. The Group has both long-term and short-term financing with credit institutions.

In October 2019, the Company entered into an European Investment Fund guaranteed three-year term loan facility with Svensk Exportkredit (the "EIF Facility"). As of December 31, 2024 and December 31, 2023, the Group had €1.3 million (equivalent of $1.3 million) and €2.5 million (equivalent of $2.8 million), respectively, outstanding on the EIF Facility, including accrued interest.

In April 2023, the Company entered into a Term Loan B Credit Agreement (the "TLB Credit Agreement") with, amongst others, Silver Point Finance LLC as Syndication Agent and Lead Lender, J.P. Morgan SE, as Administrative Agent and Wilmington Trust (London) Limited as Security Agent, including a term loan facility of $130 million borrowed by Oatly AB. As of December 31, 2024 and December 31, 2023, the Group had $131.3 million and $132.8 million, respectively, outstanding on the TLB Credit Agreement, including accrued interest.

In addition, the Company has an undrawn SRCF Agreement with lenders JP Morgan SE, BNP Paribas SA, Bankfilial Sverige, Coöperatieve Rabobank U.A. and Nordea Bank Abp, filial i Sverige. As of December 31, 2024 and December 31, 2023, the Group had no utilized loan amounts under the amended SRCF Agreement.

For more information on the Group's credit facilities, see Note 25 *Liabilities to credit institutions*.

In total, the Group had access to undrawn bank overdraft facilities at the end of the reporting period amounting to $190.5 million (2023: $210.3 million).

For changes in facilities and borrowings after the reporting period, see Note 35 *Events after the end of the reporting period*.

3.1.4 Refinancing risk

Refinancing risk is defined as the risk for difficulties in refinancing the Group, that financing cannot be achieved, or can only be achieved at a higher cost. Liabilities to credit institutions and available facilities within the Group have a weighted average maturity of 29 months per December 31, 2024 (2023: 41 months, 2022: 16 months).

The Convertible Notes will mature on September 14, 2028, unless earlier converted by the holders or required to be converted, repurchased or redeemed by the Company.

For changes in facilities and borrowings during the reporting period, see Note 25 *Liabilities to credit institutions*.

For changes in facilities and borrowings after the reporting period, see Note 35 *Events after the end of the reporting period*.

The tables below analyze the Group's financial liabilities into maturity groupings based on their contractual maturities for:

a)all non-derivative financial liabilities; and

b)derivative financial instruments for which the contractual maturities represent the timing of the cash flows.

The amounts disclosed in the table are the contractual undiscounted cash flows. Balances due within 12 months equal their carrying balances as the impact of discounting is not significant.

December 31, 2024	Less than 3 months	Between 3 months and 1 year	Between 1 and 2 years	Between 2 and 5 years	After 5 years	Total contractual cash flows	Carrying amount
Non-derivatives							
Lease liabilities	3,441	10,324	11,303	17,654	14,384	57,106	45,083
Convertible Notes	—	—	—	546,842	—	546,842	324,395
Liabilities to credit institutions	5,142	13,624	16,684	151,977	—	187,427	121,973
Trade payables	60,152	—	—	—	—	60,152	60,152
Total non-derivatives	**68,735**	**23,948**	**27,987**	**716,473**	**14,384**	**851,527**	**551,603**
Derivatives							
Foreign currency forward contracts- inflows	(3,541)	(2,361)	—	—	—	(5,902)	—
Foreign currency forward contracts- outflows	3,552	2,378	—	—	—	5,930	—
Total derivatives	**11**	**17**	**—**	**—**	**—**	**28**	**2**

December 31, 2023	Less than 3 months	Between 3 months and 1 year	Between 1 and 2 years	Between 2 and 5 years	After 5 years	Total contractual cash flows	Carrying amount
Non-derivatives							
Lease liabilities	4,208	12,625	15,892	35,121	66,486	134,332	89,002
Convertible Notes	—	—	—	546,842	—	546,842	323,528
Liabilities to credit institutions	5,503	14,617	19,262	171,296	—	210,678	120,305
Trade payables	64,368	—	—	—	—	64,368	64,368
Total non-derivatives	**74,079**	**27,242**	**35,154**	**753,259**	**66,486**	**956,220**	**597,203**

3.2. Capital management

The Group's objectives when managing capital are to safeguard its ability to continue as a going concern, so that the Group can continue its business and provide future returns for shareholders and maintain an optimal capital structure to reduce the cost of capital. In order to maintain or adjust the capital structure, the Group may issue new shares or sell assets to reduce debt. Capital is calculated as "equity attributable to shareholders of the parent" as shown in the balance sheet plus total borrowings (including Convertible Notes, current and non-current liabilities to credit institutions and lease liabilities as shown in the balance sheet) less cash and cash equivalents.

4. Significant accounting judgments, estimates and assessments

The preparation of the consolidated financial statements requires management to make judgments, estimates and assumptions that affect the reported amounts of revenues, expenses, assets, liabilities and equity in the consolidated financial statements and the accompanying disclosures. Estimates and judgments are continually evaluated and are based on historical experience and other factors, including expectations of future events. Uncertainty about these assumptions and the use of accounting estimates may not equal the actual results. This note provides an overview of the areas that involved a higher degree of judgment or complexity.

Revenue recognition—variable consideration

If the consideration in a contract includes a variable amount, the Group estimates the consideration to which the Group will be entitled in exchange for transferring goods to the customer. The Group's expected discounts and payments for trade promotion activities are analyzed on a per customer basis. The Group estimates the consideration using either the expected value method or the most likely amount method, depending on which method better predicts the amount of consideration to which the Group will be entitled. The most likely amount method is used for contracts with a single contract sum, while the

expected value method is used for contracts with more than one threshold due to the complexity and the activities agreed with the individual customer.

Management makes judgments when deciding whether trade promotion activities with a customer should be classified as a reduction to revenue or as a marketing expense. Generally, activities with the individual customer are accounted for as a reduction to revenue whereas costs related to broader marketing activities are classified as marketing expenses.

Valuation of loss carry-forwards

A deferred tax asset is only recognized for loss carry-forwards, for which it is probable that they can be utilized against future tax surpluses and against taxable temporary differences. The majority of the loss carry-forwards as at December 31, 2024 and 2023 are not recognized in the Group as these are not expected to be utilized in the foreseeable future. Refer to Note 12 *Income tax* for further details.

Test of impairment of non-financial assets, including goodwill

In accordance with the accounting principle presented in Note 2 *Summary of significant accounting policies* the Group performs tests annually and if there are any indications of impairment to determine whether there is a need for impairment of goodwill. Other non-financial assets are tested for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable.

The Group considers various factors when reviewing for indicators of impairment. Due to the overall macroeconomic uncertainty, the ongoing restructuring within the Group and previous years impairment tests being sensitive to changes in assumptions, management decided, as of December 31, 2024, to perform impairment tests for all the three operating segments, not only for the CGU containing goodwill. At present, the Group only has goodwill allocated to the operating segment Europe & International.

Recoverable amounts for cash generating units are established through the calculation of the value in use. The calculation of the value in use is based on estimated future cash flows. The Group has determined that long-term EBITDA margin, the discount rate and the long-term growth rate are the most significant assumptions in the impairment test. For further details on the test of impairment of goodwill refer to Note 14 *Intangible assets* and for the test of other non-financial assets refer to Note 15 *Property, plant and equipment.*

Share-based compensation

The Group measures the cost of equity-settled transactions by reference to the fair value of the equity instruments at the date at which they are granted. The fair value is estimated using a model, which requires the determination of the appropriate inputs. The assumptions and models used for estimating the fair value of share-based compensation transactions including sensitivity analysis are disclosed in Note 8 *Share-based compensation*.

Convertible Notes

The Group has Convertible Notes which are classified as liabilities at the initial date of recognition at fair value through profit or loss. Fair value changes relating to the Group's own credit risk are recognized in other comprehensive income. The fair value is estimated using a model, which requires the determination of the appropriate inputs. The assumptions and models used for estimating the fair value of the Convertible Notes including sensitivity analysis are disclosed in Note 18 *Financial instruments per category*.

Assets held for sale

On December 30, 2022, Oatly, Inc., and its wholly owned subsidiary, Oatly US Operations & Supply Inc., entered into an asset purchase agreement with Ya YA Foods USA LLC ("YYF"), and parent Aseptic Beverage Holdings LP, to establish a strategic partnership pursuant to which Oatly, Inc. will sell its manufacturing facility in Ogden, Utah to YYF. Subject to the terms and conditions of the Asset Purchase Agreement, YYF will acquire a majority of the assets that are used in the operation of the manufacturing facility in Ogden, Utah (the "Ogden Facility") and assume the obligations arising under the real property leases and certain contracts for and related to the Ogden Facility. The Company will continue to own all intellectual property

related to production of oat base, the Company's principal, proprietary ingredient for all Oatly products, and the Company will continue to own and operate its own equipment, fixtures and supplies associated with its production of oat base at the Facilities. The criteria to be classified as held for sale at that date is considered to be met for the following reasons:

- The assets subject to the Asset Purchase Agreement are available for immediate sale and can be sold to the buyer in their current condition.
- The actions to complete the sale were initiated and expected to be completed within one year from the date of initial classification.
- The Asset Purchase Agreement was signed on December 30, 2022.

Refer to Note 34 *Non-current assets held for sale* for further details.

Asset impairment charges and other costs related to discontinued construction and closure of production facilities

Management makes assumptions and estimates when determining the non-cash impairment charges and other costs relating to the production facilities for which the decision has been made to discontinue construction or close. Management estimates the fair value less costs of disposal of property, plant and equipment and decommissioning costs based on a combination of data including agreements, quotes, ongoing negotiations with counterparties, input from suppliers and surveyors, and other market data.

5. Segment information

5.1. Revenue Adjusted EBITDA and EBITDA

Effective as of January 1, 2024, the Company made changes to how it makes strategic decisions and allocates resources among its operating segments. As part of this change, the Greater China business is managed separately from the rest of the Asia business, forming its own operating segment. The rest of the Asia business, including the Singapore manufacturing facility, is managed together with the EMEA business, which is now identified as Europe & International. Following these changes, the new operating segments are:

(i) Europe & International, which is inclusive of Europe, Middle East and Africa, Asia Pacific and Latin America;

(ii) North America, which is inclusive of the United States and Canada; and

(iii) Greater China, which is inclusive of Mainland China, Hong Kong and Taiwan.

In addition to the above-described changes, a majority of the research and development expenses, previously part of Corporate, are now allocated to the operating segments to align with how resources are being allocated and monitored as of January 1, 2024.

Segment information for the years ended December 31, 2024, 2023 and 2022 presented below has been updated to reflect the above-described changes.

Notes to the consolidated financial statements
(in thousands of U.S. dollars unless otherwise stated)

For the year ended December 31, 2024 (in thousands of U.S. dollars)	Europe & International	North America	Greater China	Corporate*	Eliminations**	Total
Revenue						
Revenue from external customers	434,263	274,455	114,948	—	—	823,666
Intersegment revenue	6,429	—	—	—	(6,429)	—
Total segment revenue	**440,692**	**274,455**	**114,948**	**—**	**(6,429)**	**823,666**
Adjusted EBITDA	**56,128**	**5,298**	**(1,645)**	**(95,106)**	**—**	**(35,325)**
Share-based compensation expense	(1,985)	656	(2,101)	(10,168)	—	(13,598)
Restructuring costs[1]	(2,410)	(1,222)	(1,940)	(2,600)	—	(8,172)
New product launch issue[2]	—	(11,998)	—	—	—	(11,998)
Asset impairment charges and other costs related to discontinued construction of production facilities[3]	(2,875)	3,283	(25,068)	—	—	(24,660)
Asset impairment charges and other costs related to closure of production facility[4]	(42,110)	—	—	—	—	(42,110)
Non-controlling interests	—	—	(323)	—	—	(323)
EBITDA	**6,748**	**(3,983)**	**(31,077)**	**(107,874)**	**—**	**(136,186)**
Finance income	—	—	—	—	—	57,758
Finance expenses	—	—	—	—	—	(70,179)
Depreciation and amortization	—	—	—	—	—	(49,966)
Loss before tax	**—**	**—**	**—**	**—**	**—**	**(198,573)**

For the year ended December 31, 2023 (in thousands of U.S. dollars)	Europe & International	North America	Greater China	Corporate*	Eliminations**	Total
Revenue						
Revenue from external customers	408,410	250,264	124,674	—	—	783,348
Intersegment revenue	25,601	—	181	—	(25,782)	—
Total segment revenue	**434,011**	**250,264**	**124,855**	**—**	**(25,782)**	**783,348**
Adjusted EBITDA	**28,377**	**(31,910)**	**(57,543)**	**(96,485)**	**—**	**(157,561)**
Share-based compensation expense	(2,378)	(3,820)	(4,608)	(10,640)	—	(21,446)
Restructuring costs[1]	(1,382)	(3,062)	(2,675)	(7,641)	—	(14,760)
Asset impairment charges and other costs related to discontinued construction of production facilities[5]	(158,551)	(43,009)	—	—	—	(201,560)
Costs related to the YYF Transaction[6]	—	(375)	—	—	—	(375)
Legal settlement[7]	—	—	—	(9,250)	—	(9,250)
Non-controlling interests	—	—	(186)	—	—	(186)
EBITDA	**(133,934)**	**(82,176)**	**(65,012)**	**(124,016)**	**—**	**(405,138)**
Finance income	—	—	—	—	—	117,876
Finance expenses	—	—	—	—	—	(69,029)
Depreciation and amortization	—	—	—	—	—	(51,874)
Loss before tax	**—**	**—**	**—**	**—**	**—**	**(408,165)**

For the year ended December 31, 2022 (in thousands of U.S. dollars)	Europe & International	North America	Greater China	Corporate*	Eliminations**	Total
Revenue						
Revenue from external customers	356,629	223,880	141,729	—	—	722,238
Intersegment revenue	48,290	820	182	—	(49,292)	—
Total segment revenue	**404,919**	**224,700**	**141,911**	**—**	**(49,292)**	**722,238**
Adjusted EBITDA	**(19,989)**	**(67,408)**	**(76,008)**	**(104,518)**	**—**	**(267,923)**
Share-based compensation expense	(5,324)	(4,840)	(6,870)	(18,432)	—	(35,466)
Restructuring costs[1]	(918)	(797)	(309)	(2,391)	—	(4,415)
Asset impairment charges and other costs related to assets held for sale[3]	—	(39,581)	—	—	—	(39,581)
EBITDA	**(26,231)**	**(112,626)**	**(83,187)**	**(125,341)**	**—**	**(347,385)**
Finance income	—	—	—	—	—	15,256
Finance expenses	—	—	—	—	—	(16,665)
Depreciation and amortization	—	—	—	—	—	(48,600)
Loss before tax	—	—	—	—	—	**(397,394)**

* Corporate consists of general costs not allocated to the segments.
** Eliminations in 2024 and 2023 primarily refer to intersegment revenue for sales of products from Europe & International to Greater China.
(1)Relates primarily to severance costs as the Group adjusts its organizational structure.
(2)Expenses related to a new product launch issue.
(3)In Europe & International the cost primarily relates to non-cash impairments related to discontinued construction of the Group's production facility in Peterborough, UK. In North America the amount primarily relates to reversal of previously recognized non-cash impairments and other exit costs related to discontinued construction of the Group's production facility in Dallas-Fort Worth, Texas. In Greater China the Company decided to discontinue the construction of the Group's second production facility in China (Asia III). Following this decision the Company, during the fourth quarter, recorded $25.1 million primarily relating to non-cash impairments.
(4)Relates to non-cash impairments of $19.1 million and $23.0 million in restructuring and other exit costs related to the closure of the Group's production facility in Singapore.
(5)Following certain events during the fourth quarter 2023, the Company decided to discontinue the construction of its production facilities in Peterborough, UK and Dallas-Fort Worth, Texas. The Company recorded $172.6 million in non-cash impairments and $29.0 million in restructuring and other exit costs relating to these production facilities.
(6)Relates to the Ya YA Foods USA LLC transaction (the "YYF Transaction"). See Note 34 *Non-current assets held for sale* for further details.
(7)Relates to US securities class action litigation settlement expenses. See Note 33 *Commitments and contingencies* for further details.

5.2. Non-current assets by country

Non-current assets for this purpose consists of property, plant and equipment and right-of-use assets:

	2024	2023
Sweden	114,764	120,864
China	103,791	123,542
US	88,983	102,883
The Netherlands	29,349	29,218
Singapore	804	26,115
UK	424	44,413
Other	1,639	1,644
Total	**339,754**	**448,679**

In the fourth quarter 2024, the Company decided to discontinue the construction of the second production facility in China (Asia III) and recorded $21.5 million in non-cash impairments related to non-current assets. In addition, the Company decided

to close the existing production facility in Singapore, resulting in $19.1 million in non-cash impairments related to non-current assets. See Note 15 *Property, plant and equipment* and Note 16 *Leases* for further information.

5.3. Revenue from external customers, broken down by location of the customers

The Group is domiciled in Sweden. The amount of its revenue from external customers, broken down by location of the customers, is shown in the table below.

	2024	2023	2022
US	269,541	247,049	220,981
UK	126,688	134,967	124,948
Germany	120,068	104,854	79,764
China	113,789	119,507	134,001
Sweden	45,812	47,273	48,749
The Netherlands	26,507	26,921	25,582
Finland	20,589	22,178	23,353
Other	100,672	80,599	64,860
Total	**823,666**	**783,348**	**722,238**

There are no countries that individually make up greater than 10% of total revenue included in “Other”.

5.4. Revenue from external customers, broken down by channel and segment

Revenue from external customers, broken down by channel and segment, is shown in the table below.

Year Ended December 31, 2024	Europe & International	North America	Greater China	Total
Retail	351,818	140,842	11,499	504,159
Foodservice	80,261	125,639	83,343	289,243
Other	2,184	7,974	20,106	30,264
Total	**434,263**	**274,455**	**114,948**	**823,666**

Year Ended December 31, 2023	Europe & International	North America	Greater China	Total
Retail	331,993	127,700	18,801	478,494
Foodservice	72,908	116,832	81,049	270,789
Other	3,509	5,732	24,824	34,065
Total	**408,410**	**250,264**	**124,674**	**783,348**

Year Ended December 31, 2022	Europe & International	North America	Greater China	Total
Retail	288,382	118,870	14,678	421,930
Foodservice	67,310	101,166	91,579	260,055
Other	937	3,844	35,472	40,253
Total	**356,629**	**223,880**	**141,729**	**722,238**

Other is primarily related to e-commerce, both direct-to-consumer and through third-party platforms.

Revenues of approximately 10% in 2024 (2023:12%; 2022: 14%) were derived from a single external customer in the foodservice channel. These revenues are attributed to the North America and Greater China segments.

Oatmilk accounted for 90%, 90%, and 89% of the Group’s revenue in the years ended December 31, 2024, 2023 and 2022, respectively.

6. Depreciation, amortization and impairment by function

	2024			
	Property, plant and equipment	Right-of-use assets	Intangible assets	Total
Cost of goods sold	(31,819)	(6,868)	—	(38,687)
Research and development expenses	(1,390)	(437)	(185)	(2,012)
Selling, general and administrative expenses	(819)	(4,542)	(3,906)	(9,267)
Total depreciation/amortization/impairment by function[1]	**(34,028)**	**(11,847)**	**(4,091)**	**(49,966)**

(1)The impairment related to discontinued construction and of certain production facilities and closure of production facility is included in Other operating income and (expenses), net in the consolidated statement of operations. Refer to Note 15 *Property, plant and equipment* and Note 16 *Leases* for further details.

	2023			
	Property, plant and equipment	Right-of-use assets	Intangible assets	Total
Cost of goods sold	(30,868)	(7,970)	—	(38,838)
Research and development expenses	(1,060)	(323)	(124)	(1,507)
Selling, general and administrative expenses	(1,100)	(5,208)	(5,221)	(11,529)
Total depreciation/amortization/impairment by function[1]	**(33,028)**	**(13,501)**	**(5,345)**	**(51,874)**

(1)The impairment related to discontinued construction of certain production facilities is included in Other operating income and (expenses), net in the consolidated statement of operations. Refer to Note 15 *Property, plant and equipment* and Note 16 *Leases* for further details.

	2022			
	Property, plant and equipment	Right-of-use assets	Intangible assets	Total
Cost of goods sold	(31,372)	(8,427)	—	(39,799)
Research and development expenses	(490)	(186)	(89)	(765)
Selling, general and administrative expenses	(572)	(4,476)	(2,988)	(8,036)
Total depreciation/amortization/impairment by function[1]	**(32,434)**	**(13,089)**	**(3,077)**	**(48,600)**

(1)The impairment related to the assets held for sale is included in Other operating income and (expenses), net in the consolidated statement of operations. Refer to Note 34 *Non-current assets held for sale* for details on the YYF Transaction.

7. Employee and personnel costs

The disclosure amounts are based on the expense recognized in the consolidated statement of operations.

	2024	2023	2022
Salaries and other remuneration	(139,244)	(150,026)	(151,444)
Social security costs	(20,011)	(23,255)	(24,241)
Share-based compensation[1]	(13,598)	(21,446)	(35,466)
Pension and post-employment benefits	(8,871)	(9,542)	(9,208)
Total	**(181,724)**	**(204,269)**	**(220,359)**

(1) Refer to Note 8 *Share-based compensation* for further details.

Key management compensation	2024	2023	2022
Short-term employee benefits[1]	(7,761)	(11,120)	(8,207)
Pension and post-employment benefits	(551)	(628)	(638)
Share-based compensation[2]	(7,979)	(9,151)	(19,011)
Social security costs	(1,546)	(3,404)	(3,780)
Total	**(17,837)**	**(24,303)**	**(31,636)**

(1) For the twelve months ended December 31, 2023, severance pay of $2.5 million was included in short-term employee benefits.
(2) Refer to Note 8 *Share-based compensation* for further details.

During the year ended December 31, 2024, key management consisted of an average of 13 members of management, including our executive officers and excluding the Board of Directors (2023: 14 members; 2022: 14 members). As of December 31, 2024, key management consisted of 11 members.

7.1 Employee benefits expenses by function

	2024	2023	2022
Cost of goods sold	(37,240)	(37,671)	(51,106)
Research and development expenses	(11,645)	(12,431)	(13,739)
Selling, general and administrative expenses	(132,839)	(154,167)	(155,514)
Total	**(181,724)**	**(204,269)**	**(220,359)**

8. Share-based compensation

2021 Plan

During the year ended December 31, 2021, in connection with the initial public offering ("IPO"), the Company implemented a new incentive award program, the 2021 Incentive Award Plan ("2021 Plan"). The principal purpose of the 2021 Plan is to attract, retain and motivate selected employees, consultants and members of the Board of Directors through the granting of share-based compensation awards and cash-based performance bonus awards from 2021 and onwards. 69,496,515 shares have been reserved for grants pursuant to a variety of share-based compensation awards, including, but not limited to, stock options and restricted stock units ("RSUs"). To secure the future delivery of shares under the 2021 Plan, the Company's shareholders resolved to issue 69,496,515 warrants. The right to subscribe for the warrants vests only in the Company. See Note 24 *Equity*.

RSUs

During the twelve months ended December 31, 2024, the Company, under the 2021 Plan, granted 9,333,810 RSUs, of which 4,110,649 RSUs were granted to members of key management, including the executive officers, and the Board of Directors. 3,500,458 RSUs vested during the period, of which 637,303 were to key management. The RSUs are accounted for as equity-settled share-based compensation transactions. The RSUs are measured based on the fair market value of the underlying ordinary shares on the date of grant. The RSUs granted to employees under the 2021 Plan vest in equal installments on each of the first three anniversaries of the date of grant, subject to continued service. The RSUs granted to members of its Board of Directors vest on the date of the next annual general meeting of shareholders following the grant date, subject to continued service on the applicable vesting date.

On June 18, 2024, pursuant to the resolutions of the Remuneration Committee, the Board of Directors and the shareholders of the Company, certain senior key employees were offered the opportunity to exchange outstanding unexercised stock options for a smaller number of RSUs. All holders of unexercised stock options granted during May 2021 and July 2023, with exercise prices ranging from $1.56 to $17.00, were offered to participate in the exchange. The number of new RSUs were determined such that the fair market value of the shares underlying the new RSUs equals the fair value of the exchanged stock options. For these purposes, fair market value was determined on a grant-by-grant basis and the number of shares underlying new RSUs

equals the Black-Scholes option-pricing model value of the exchanged stock options, resulting in a weighted average conversion rate of 0.3492 RSUs per stock option. The exchange was completed on June 28, 2024 with a total of 4,257,251 new RSUs granted, of which 3,303,458 were granted to members of key management, including our executive officers, in exchange for a total number of 12,189,782 stock options. The new RSUs granted will vest and become exercisable in equal installments on each of the first two annual vesting dates falling after the grant date subject to continued service.

The exchange of stock options for new RSUs has been accounted for as a modification of equity awards where the number of equity instruments has been reduced but the total fair value of the equity awards is unchanged. The Company has considered the total number of exchanged stock options as a single unit of account, with the original stock options and the grant of new RSUs accounted for as one modification. As a result, the original grant date fair value of the originally granted stock options will continue to be recognized over the vesting period.

The following table list the key inputs to the Black-Scholes option-pricing model used to determine the total fair value of the stock options for exchange to RSUs:

	2024
Expected term (years)	2.92-7.07
Weighted-average share price at grant date	1.07
Expected price volatility of the Company's shares (%)	60-70
Risk-free interest rate (%)	4.20-4.43

Activity in the Group's RSUs outstanding and related information is as follows:

	Number of RSUs	**Weighted average grant date fair value ($)**
As of January 1, 2022	**1,701,007**	**14.67**
Granted during the period	8,024,889	3.07
Forfeited during the period[(1)]	(1,035,380)	5.17
Vested during the period	(542,922)	14.96
As of December 31, 2022	**8,147,594**	**4.42**
Granted during the period	5,479,454	1.75
Forfeited during the period[(2)]	(2,470,898)	3.22
Vested during the period	(2,740,334)	3.15
As of December 31, 2023	**8,415,816**	**2.91**
Granted during the period	9,333,810	1.05
RSUs granted in exchange for stock options	4,257,251	0.97
Forfeited during the period[(3)]	(2,103,022)	1.99
Vested during the period	(3,500,458)	1.27
As of December 31, 2024	**16,403,397**	**1.30**

(1)Includes 493,856 forfeited RSUs related to the Company's organizational restructuring and the YYF Transaction. Refer to Note 34 *Non-current assets held for sale* for details on the YYF Transaction.
(2)Includes 961,990 forfeited RSUs related to the Company's organizational restructuring during the year ended December 31, 2023.
(3)Includes 538,855 forfeited RSUs related to the Company's organizational restructuring during the year ended December 31, 2024.

Employee stock options

During the twelve months ended December 31, 2024, the Company, under the 2021 Plan, granted 9,261,299 stock options of which 5,530,577 were granted to members of key management. 5,680,316 stock options vested during the period, of which 3,822,272 were to key management. The stock options are accounted for as equity-settled share-based compensation transactions. For stock options granted under the 2021 Plan, the exercise price is equal to the fair value of the ordinary shares on grant date. The stock options granted to participants under the 2021 Plan vest in equal installments on each of the first three

anniversaries of the date of grant, subject to continued service. The stock options expire, in relation to each installment under the vesting schedule, five years after vesting, corresponding to a total term of six, seven and eight years for the respective installment.

Activity in the Group's stock options outstanding and related information is as follows:

	Number of employee stock options	Weighted average exercise price ($)
As of January 1, 2022	**6,958,312**	**16.86**
Granted during the period	9,651,313	3.45
Forfeited during the period[(1)]	(2,204,399)	6.71
Expired during the period	(66,174)	17.00
As of December 31, 2022	**14,339,052**	**9.40**
Granted during the period	11,111,723	1.75
Forfeited during the period[(1)]	(3,615,022)	5.88
Expired during the period	(546,562)	11.88
As of December 31, 2023	**21,289,191**	**5.98**
Granted during the period	9,261,299	1.04
Stock options exchanged to RSUs	(12,189,782)	5.10
Forfeited during the period[(1)]	(2,135,668)	3.53
Expired during the period[(2)]	(4,618,760)	11.27
As of December 31, 2024	**11,606,280**	**1.32**
Vested and exercisable as of December 31, 2024	1,101,498	2.92

(1)Includes 1,589,443 forfeited stock options related to the Company's organizational restructuring during the year ended December 31, 2024 (2023: 2,581,696, 2022: 1,213,585)
(2)Includes 4,446,187 expired stock options related to the Company's organizational restructuring during the year ended December 31, 2024.

The fair value at grant date of the stock options granted during the financial year 2024 was $0.67 for the May 2024 grant date and $0.46 for the November 2024 grant date. The fair value at grant date of the stock options granted during the financial year 2023 was $0.98 for the May 2023 grant date, $1.09 for the July 2023 grant date and $0.43 for the November 2023 grant date. The fair value at grant date of the stock options granted during the financial year 2022 was $1.49 for the May 2022 grant date and $0.86 for the November 2022 grant date. The fair value at grant date of the stock options granted during the financial year 2021 was $6.24 for the May 2021 grant date and $3.67 for the November 2021 grant date. The fair value of the stock options at grant date has been determined using the Black-Scholes option-pricing model, which takes into account the exercise price, the expected term of the stock options, the share price at grant date, expected price volatility of the underlying share, the expected dividend yield, the risk-free interest rate for the term of the stock options and the correlations and volatilities of the peer group companies. The Company does not anticipate paying any cash dividends in the near future and therefore uses an expected dividend yield of zero in the option valuation model.

The following tables lists the inputs to the Black-Scholes option-pricing model used for employee stock options granted during the financial year 2024, 2023 and 2022, respectively:

	2024	2023	2022
Expected term (years)	6-8	6-8	6-8
Weighted-average share price at grant date	1.04	1.75	3.45
Expected price volatility of the Company's shares (%)	60.00	50.00-55.00	35.00-37.00
Risk-free interest rate (%)	4.19-4.57	3.84-4.61	2.81-3.96

Valuation assumptions are determined at each grant date and, as a result, are likely to change for share-based awards granted in future periods. Changes to the input assumptions could materially affect the estimated fair value of the employee stock options. The sensitivity analysis below shows the impact of increasing and decreasing the share price by 30%, expected volatility by 10% as well as the impact of increasing and decreasing the expected term by 12 months.

This analysis was performed on stock options granted in 2024. The following table shows the impact of these changes on fair value per employee stock option granted 2024:

	2024
Share price increase 30%	0.27
Share price decrease 30%	(0.25)
Volatility increase 10%	0.07
Volatility decrease 10%	(0.07)
Expected life increase 12 months	0.04
Expected life decrease 12 months	(0.04)

Share-based compensation expense was $13.6 million for the twelve months ended December 31, 2024 (2023: $21.4 million, 2022: $35.5 million).

9. Other operating income and (expenses), net

	2024	2023	2022
Impairment charges related to discontinued construction of certain production facilities (Note 14,15,16,17,21)	(24,134)	(172,588)	—
Other costs related to discontinued construction of certain production facilities (Note 26)	(525)	(28,972)	—
Impairment charges related to closure of production facility (Note 15)	(19,113)	—	—
Other costs related to closure of production facility (Note 26)	(22,998)	—	—
Legal settlement expenses (Note 26)	—	(9,250)	—
Impairment charge related to assets held for sale (Note 34)	—	—	(38,292)
Other costs related to assets held for sale (Note 34)	—	—	(1,289)
Exchange rate differences (Note 11)	(2,061)	(2,991)	(3,776)
Other	1,041	(851)	2,406
Other operating income and (expenses), net	**(67,790)**	**(214,652)**	**(40,951)**

10. Finance income and expenses

	2024	2023	2022
Interest income	10,297	12,666	2,144
Other financial income	201	329	—
Fair value changes on derivatives	—	611	—
Fair value changes on Convertible Notes	32,954	96,445	—
Net foreign exchange difference	14,306	7,825	13,112
Total finance income	**57,758**	**117,876**	**15,256**
Interest expenses on loan from credit institutions	(23,976)	(20,187)	(5,784)
Interest expenses on lease liabilities	(4,682)	(6,779)	(8,144)
Interest expenses on Convertible Notes	(33,821)	(22,367)	—
Fair value changes on derivatives	(1,684)	—	(287)
Fair value changes on short-term investments	—	—	(1,821)
Other financial expenses	(6,016)	(19,696)	(629)
Total finance expenses	**(70,179)**	**(69,029)**	**(16,665)**

Interest expense on the Convertible Notes is the nominal coupon rate of 9.25%. Fair value changes on Convertible Notes contains the fair value changes less the coupon rate and changes in credit risk. See Note 3 *Financial risk management* and Note 27 *Convertible Notes.*

Other financial expenses for year ended December 31, 2024 mainly consists of $5.0 million in transaction costs relating to amendments in the Group's financing arrangements. See Note 25 *Liabilities to credit institutions* for further information.

Other financial expenses for the year ended December 31, 2023 mainly consist of $17.5 million in transaction costs relating to the issuance of Convertible Notes, and $1.4 million in previously capitalized and amortized transaction costs relating to the previous Sustainable Revolving Credit Facility Agreement (the "SRCF Agreement") that were expensed in connection with the extinguishment of the liability. See Note 25 *Liabilities to credit institutions* for further information on the SRCF Agreement.

11. Net exchange rate differences

The exchange-rate differences recognized in the consolidated statement of operations are included as follows:

	2024	2023	2022
Other operating income and (expenses), net (Note 9)	(2,061)	(2,991)	(3,776)
Finance income and expenses (Note 10)	14,306	7,825	13,112
Exchange-rate differences—net	**12,245**	**4,834**	**9,336**

See Note 3 *Financial risk management* for further information on the Group's primary currency exposure.

12. Income tax

The major components of income tax (expense)/benefit for the year ended December 31, 2024, 2023 and 2022 are as follows:

	2024	2023	2022
Current tax:			
Current income tax expense	(3,135)	(10,892)	(3,250)
Adjustments in respect of income tax of previous years	5,006	(2,282)	1,724
	1,871	**(13,174)**	**(1,526)**
Deferred tax:			
Relating to origination and reversal of temporary differences	(5,570)	4,279	6,353
	(5,570)	**4,279**	**6,353**
Income tax (expense)/benefit reported in the consolidated statement of operations	**(3,699)**	**(8,895)**	**4,827**

Reconciliation of tax (expense)/benefit and the accounting loss multiplied by Sweden's corporate tax rate:

	2024	2023	2022
Accounting loss before tax	**(198,573)**	**(408,165)**	**(397,394)**
At Sweden's corporate income tax rate of 20,6%	40,906	84,082	81,863
Effect of tax rates in foreign jurisdictions	654	3,028	(803)
Non-taxable income	21	170	7
Non-deductible costs	(4,003)	(4,352)	(8,978)
Adjustments in respect of income tax of previous years	2,082	(2,282)	1,724
Change in unrecognized deferred taxes	(43,609)	(89,262)	(69,219)
Tax effect of changes in tax rates	3	(304)	112
Other	247	25	121
Income tax expense/(benefit)	**(3,699)**	**(8,895)**	**4,827**

Deferred tax

Deferred tax relates to the following:

	2024	2023
Property, plant and equipment	(6,562)	(3,759)
Lease right-of-use asset	(8,031)	(9,899)
Lease liability	7,547	9,470
Inventory	1,408	2,900
Loss allowances for financial assets	53	203
Accrued interest	2	234
Accrued expenses	2,342	5,098
Tax losses carried forward	1,192	497
Deferred tax credit	1,526	1,296
Share based compensation	580	503
Other	4,504	3,660
Net deferred tax assets	**4,561**	**10,203**
Reflected in the consolidated statement of financial position as follows:		
Deferred tax assets	4,561	10,203

Deferred tax assets and deferred tax liabilities are offset if a legally enforceable right exists to set off current tax assets against current tax liabilities and the deferred taxes relate to the same taxable entity and the same taxation authority. Deferred income tax assets are recognized for tax loss carry-forwards, temporary differences or other tax credits to the extent that the realization of the related tax benefit through future taxable profits is probable.

A reconciliation of net deferred tax is shown in the table below:

	2024	2023
Balance at January 1	**10,203**	**5,860**
Movement recognized in the consolidated statement of operations	(5,570)	4,279
Exchange differences	(72)	64
Balance at December 31	**4,561**	**10,203**

In some subsidiaries, a deferred income tax asset has been recognized to the extent that there are sufficient taxable temporary differences relating to the same taxation authority and the same taxable entity. For the Swedish subsidiaries, no deferred income tax asset was recognized since, according to the Group, the criteria for reporting deferred tax assets in IAS 12 were not met.

Deferred tax assets have not been recognized in respect of the following items:

	2024	2023
Property, plant and equipment[(1)]	33,499	31,138
Provisions[(2)]	—	6,152
Lease liabilities	454	11,951
Tax losses carried forward	216,667	194,417
Net interest expense carried forward	18,967	12,196
Total unrecognized deferred tax assets	**269,587**	**255,854**

(1)Relates to impairment charges due to the decision to discontinue the construction of the production facility in Peterborough, UK. Refer to Note 15 *Property, plant and equipment* for further details.
(2)Related to provisions due to the decision to discontinue the construction of the production facility in Peterborough, UK. Refer to Note 26 *Provisions* for further details.

As of December 31, 2024, the Group's accumulated loss carry-forwards amounted to $1,052.9 million (2023: $947.5 million). Tax loss carry-forwards as of December 31, 2024 were expected to expire as follows:

Expected expiry	Less than 5 years	Unlimited	Total
Tax loss carry-forwards	11,833	1,041,074	1,052,907

The Group has unrecognized tax losses that arose in Sweden of $1,013.9 million (2023: $940.1 million, 2022: $548.4 million) that are available indefinitely for offsetting against future taxable profits of the companies in Sweden. Deferred tax assets have not been recognized in respect of these losses as they may not be used to offset taxable profits elsewhere in the Group, they have arisen in companies that have been loss-making for some time, and there is no other evidence of recoverability in the foreseeable future. If the Group were able to recognize all unrecognized deferred tax assets on tax losses in Sweden, the result would increase by $208.9 million, $193.7 million, and $113.0 million for the years ended December 31, 2024, 2023 and 2022, respectively.

Furthermore, the Group has recognized tax losses in other foreign jurisdictions amounting to $5.2 million (2023: $2.7 million, 2022: $3.9 million). A deferred tax asset has been recognized in respect of these losses as at December 31, 2024 as it is likely that these will be able to be utilized in the foreseeable future. The measurement of deferred tax assets is subject to uncertainty and the actual result may diverge from judgments due to future changes in business climate, altered tax laws etc. An assessment is made at each closing date of the likelihood that the deferred tax asset will be utilized.

As of December 31, 2024, no deferred tax liability had been recognized on investments in subsidiaries. The Company has concluded it has the ability and intention to control the timing of any distribution from its subsidiaries and determined that the undistributed profits of its subsidiaries will not be distributed in the foreseeable future. It is not practicable to calculate the aggregate amount of temporary differences associated with investments in subsidiaries, for which deferred tax liabilities have not been recognized.

The Company applies judgment in identifying uncertainties over income tax treatments. Since the Company operates in a complex multinational environment, it periodically evaluates positions taken in the tax returns to validate whether it has any uncertain tax positions, particularly those relating to transfer pricing. The tax filings of the Company and the subsidiaries in different jurisdictions include adjustments related to transfer pricing and the taxation authorities may challenge those tax treatments. The Company determined, based on its tax compliance and transfer pricing study, that it is probable that its tax treatments (including those for the subsidiaries) will be accepted by the taxation authorities.

13. Investments in subsidiaries

The Group had the following principal subsidiaries as at December 31, 2024:

Name	Country/place of registration and operations	Principal activities	Proportion of voting rights and shares held (directly or indirectly) (%)
Direct ownership			
Cereal Base CEBA AB	Sweden	Holding	100%
Indirect ownership			
Oatly AB	Sweden	Holding	100%
Oatly Sweden Operations & Supply AB	Sweden	Production	100%
Havrekärnan AB	Sweden	Production	100%
Oatly UK Ltd.	United Kingdom	Selling	100%
Oatly Germany GmbH	Germany	Selling	100%
Oatly Switzerland AG	Switzerland	Selling	100%
Oy Oatly AB	Finland	Selling	100%
Oatly Netherlands BV	Netherlands	Selling	100%
Oatly Netherlands Operation & Supply BV	Netherlands	Production	100%
Oatly EMEA AB	Sweden	Selling	100%
Oatly Inc.	United States	Holding	100%
Oatly US Inc.	United States	Selling	100%
Oatly US Operations & Supply Inc.	United States	Production	100%
Oatly Singapore Operations & Supply Pte Ltd.	Singapore	Production	100%
Oatly Hong Kong Holding Ltd.	Hong Kong, China	Selling	100%
Oatly Shanghai Co. Ltd.	China	Selling	100%
Oatly Food Co Ltd.	China	Production	100%
Oatly Thousands of Island Co Ltd.	China	Production	100%

14. Intangible assets

		Other Intangible assets			
	Goodwill	Capitalized software	Other intangible assets	Ongoing development costs	Total
Cost					
At January 1, 2023	**112,904**	**13,821**	**5,495**	**1,214**	**133,434**
Additions	—	252	1,800	446	2,498
Reclassification	—	555	—	(555)	—
Exchange differences	5,309	698	322	54	6,383
At December 31, 2023	**118,213**	**15,326**	**7,617**	**1,159**	**142,315**
Additions	—	—	1,087	966	2,053
Reclassification	—	782	—	(782)	—
Exchange differences	(10,972)	(1,435)	(687)	(130)	(13,224)
At December 31, 2024	**107,241**	**14,673**	**8,017**	**1,213**	**131,144**
Accumulated amortization					
At January 1, 2023	**—**	**(3,592)**	**(2,154)**	**—**	**(5,746)**
Amortization charge	—	(4,040)	(1,305)	—	(5,345)
Impairment	—	(336)	—	—	(336)
Exchange differences	—	(389)	(173)	—	(562)
At December 31, 2023	**—**	**(8,357)**	**(3,632)**	**—**	**(11,989)**
Amortization charge	—	(2,493)	(1,598)	—	(4,091)
Impairment	—	(106)	—	—	(106)
Exchange differences	—	873	377	—	1,250
At December 31, 2024	**—**	**(10,083)**	**(4,853)**	**—**	**(14,936)**
Cost, net accumulated amortization					
At December 31, 2023	**118,213**	**6,969**	**3,985**	**1,159**	**130,326**
At December 31, 2024	**107,241**	**4,590**	**3,164**	**1,213**	**116,208**

Goodwill is in its entirely related to the acquisition of Cereal Base CEBA AB in 2016.

14.1. Test of goodwill impairment

The Chief Executive Officer assesses the operating performance based on the Group's three operating segments: Europe & International, North America and Greater China. Goodwill is monitored by the Chief Executive Officer at the level of the three operating segments. The goodwill existing as at December 31, 2024 and 2023 is entirely attributable to Europe & International.

The Group tests whether goodwill has suffered any impairment on an annual basis, or more frequently if events or changes in circumstances indicate that it might be impaired. The Group performed its annual impairment test as of December 31, 2024 and 2023. For the 2024 and 2023 reporting period, the recoverable amount of the cash-generating unit ("CGU") was determined based on a value in use calculation, which requires the use of assumptions. The calculations use cash flow projections based on financial budgets approved by Management covering a five-year period.

Cash flows beyond the five-year period are extrapolated using an estimated growth rate of 2.0% (2023: 2.0%). The growth rate is consistent with forecasts included in industry reports specific to the industry in which the CGU operates. The pre-tax discount rate used is 10.2% (2023: 10.2%).

The following are key assumptions used in value in use calculations:

- Long-term EBITDA margin
- Long-term growth rate
- Pre-tax discount rate

Management has determined the values assigned to each of the above key assumptions as follows:

- Long-term EBITDA margin: Based on past performance and management's expectations for the future when continuing to scale the business.
- Long-term growth rate: This is the weighted average growth rate used to extrapolate cash flows beyond the budget period. The rates are consistent with forecasts included in industry reports.
- Pre-tax discount rate: Reflect specific risks relating to the relevant segment and the countries in which they operate.

The recoverable amount exceeds the carrying amount of goodwill.

Sensitivity analysis

There are no reasonably possible changes in any of the key assumptions that would have resulted in an impairment of goodwill.

15. Property, plant and equipment

A summary of property, plant and equipment as at December 31, 2024 and December 31, 2023 is as follows:

	Land and buildings	Plant and machinery	Construction in progress	Total
Cost				
At January 1, 2023	**77,059**	**243,399**	**225,940**	**546,398**
Additions	5,498	15,245	21,258	42,001
Sold	(295)	—	—	(295)
Disposals	(123)	(701)	(801)	(1,625)
Reclassifications	19,938	16,550	(36,488)	—
Exchange differences	2,672	4,356	7,386	14,414
At December 31, 2023	**104,749**	**278,849**	**217,295**	**600,893**
Additions	4,223	17,779	16,044	38,046
Sold[1]	—	(77)	(84,254)	(84,331)
Disposals[2]	(116)	(1,884)	(89,584)	(91,584)
Reclassifications	1,856	1,834	(3,690)	—
Exchange differences	(5,901)	(10,348)	(1,496)	(17,745)
At December 31, 2024	**104,811**	**286,153**	**54,315**	**445,279**
Accumulated depreciation and impairment				
At January 1, 2023	**(9,369)**	**(44,077)**	**—**	**(53,446)**
Depreciation charge	(5,636)	(27,392)	—	(33,028)
Sold	295	—	—	295
Disposals	39	668	—	707
Impairment[3]	—	(171)	(152,187)	(152,358)
Exchange differences	(397)	(1,507)	(873)	(2,777)
At December 31, 2023	**(15,068)**	**(72,479)**	**(153,060)**	**(240,607)**
Depreciation charge	(6,206)	(27,822)	—	(34,028)
Sold[1]	—	10	80,104	80,114
Disposals[2]	49	1,650	75,291	76,990
Impairment[4]	(3,294)	(14,416)	(19,595)	(37,305)
Exchange differences	1,143	3,532	(919)	3,756
At December 31, 2024	**(23,376)**	**(109,525)**	**(18,179)**	**(151,080)**
Cost, net accumulated depreciation and impairment				
At December 31, 2023	**89,681**	**206,370**	**64,235**	**360,286**
At December 31, 2024	**81,435**	**176,628**	**36,136**	**294,199**

(1)Relates primarily to sold assets due to the decision to discontinue the construction of the production facilities in Peterborough, UK and Dallas-Fort Worth, Texas.
(2)Relates primarily to disposal of assets due to the decision to discontinue the construction of the production facilities in Peterborough, UK and Dallas-Fort Worth, Texas.
(3)Of the total $152.4 million, $152.2 million relates to impairment charges due to the decision to discontinue the construction of the production facilities in Peterborough, UK and Dallas-Fort Worth, Texas.
(4)Of the total $37.3 million, $19.1 million relates to impairment charges due to the closure of the production facility in Singapore, and $17.6 million relates to impairment charges due to the decision to discontinue the construction of the production facility in China (Asia III).

The additions during the year ended December 31, 2024 is mainly related to investment in existing production facilities.

The depreciation expense for years ended December 31, 2024, 2023 and 2022 was $34.0 million, $33.0 million and $32.0 million, respectively.

Part of the Group's property, plant and equipment are pledged to secure the Group's liabilities to credit institutions. Refer to Note 3 *Financial risk management* for further details.

15.1. Test of impairment

As described in Note 4 *Significant accounting judgments, estimates and assessments*, Management decided, for the 2024 and 2023 reporting periods, to perform impairment tests for the non-financial assets in all the three operating segments, not only for the segment containing goodwill. Refer to Note 14 *Intangible assets* for disclosure of impairment test for the operating segment Europe & International. The Group performed the impairment tests as of December 31, 2024 and 2023.

For North America and Greater China the recoverable amount for the cash generating units were established through calculation of the value in use, which require the use of assumptions, refer Note 14 *Intangible assets* for disclosure on the assumptions used. The calculations use cash flow projections based on financial budgets approved by management covering a five-year period.

Cash flows beyond the five-year period are extrapolated using an estimated growth rate of 2%. The growth rate is consistent with forecasts included in industry reports specific to the industry in which the CGU operates. The pre-tax discount rate used for North America was 10.6% (2023:10.8%) and for Greater China 9.2% (2023:9.7%).

The recoverable amount exceeds the carrying amount of non-financial assets for both North America and Greater China.

Sensitivity analysis - Greater China

The recoverable amount of the Greater China CGU would equal the carrying amount if the pre-tax discount rate increased by 1.0 percentage points or if the long-term EBITDA margin decreased by 1.1 percentage points.

Sensitivity analysis – North America

There are no reasonably possible changes in any of the key assumptions that would have resulted in an impairment for North America.

16. Leases

This note provides information for leases where the Group is a lessee.

16.1. The Group's leasing activities and how these are accounted for

Lease terms for production facilities are generally between 10 and 20 years, and lease terms for other properties (i.e., offices) are generally between one and 15 years. Lease terms for production equipment are generally between one and five years. The Group also has leases with a shorter lease term than 12 months and leases pertaining to assets of low value, such as office equipment. For these, the Group has chosen to apply the exemption rules in IFRS 16 Leases, meaning the value of these contracts is not part of the right-of-use asset or lease liability.

16.2. Amounts recognized in the consolidated statement of financial position

The consolidated statement of financial position discloses the following amounts relating to leases:

	2024	2023
Right-of-use assets		
Land and buildings	31,172	69,434
Plant and machinery	14,383	18,959
Total	**45,555**	**88,393**
Lease liabilities		
Non-current	31,724	72,570
Current	13,359	16,432
Total	**45,083**	**89,002**

	Land and buildings	Plant and machinery	Total
Cost			
At January 1, 2023	**100,113**	**30,525**	**130,638**
Increases	16,700	2,578	19,278
Decreases[(1)]	(27,255)	(1,775)	(29,030)
Exchange differences	3,015	454	3,469
At December 31, 2023	**92,573**	**31,782**	**124,355**
Increases	1,643	1,263	2,906
Decreases[(2)]	(36,065)	(3,376)	(39,441)
Exchange differences	(2,062)	(1,491)	(3,553)
At December 31, 2024	**56,089**	**28,178**	**84,267**
Accumulated depreciation and impairment			
At January 1, 2023	**(13,098)**	**(8,942)**	**(22,040)**
Depreciation	(8,921)	(5,156)	(14,077)
Decreases	4,687	1,651	6,338
Impairment[(3)]	(5,355)	—	(5,355)
Exchange differences	(452)	(376)	(828)
At December 31, 2023	**(23,139)**	**(12,823)**	**(35,962)**
Depreciation	(7,418)	(4,390)	(11,808)
Decreases	9,865	2,622	12,487
Impairment[(4)]	(4,809)	—	(4,809)
Exchange differences	584	796	1,380
At December 31, 2024	**(24,917)**	**(13,795)**	**(38,712)**
Cost, net accumulated depreciation and impairment			
At December 31, 2023	**69,434**	**18,959**	**88,393**
At December 31, 2024	**31,172**	**14,383**	**45,555**

(1)Primarily related to change of lease term due to the decision to discontinue the construction of the Group's production facility in Peterborough, UK.
(2)Primarily related to terminated lease contract due to the discontinued construction of the Group's production facility in Peterborough, UK.
(3)Included an asset impairment charge of $3.7 million due to the decision to discontinue the construction of the Group's production facility in Peterborough, UK.
(4)Includes an asset impairment charge of $3.9 million due to the decision to discontinue the construction of the Group's second production facility in China (Asia III).

16.3 Amounts recognized in the consolidated statement of operations

	2024	2023	2022
Depreciation and impairment charge of right-of-use assets			
Land and buildings	(12,227)	(14,276)	(20,029)
Plant and machinery	(4,390)	(5,156)	(8,147)
Total	**(16,617)**	**(19,432)**	**(28,176)**
Interest expense (included in finance expenses)	(4,682)	(6,779)	(8,144)
Expense relating to short-term leases	(142)	(454)	(1,302)
Expense relating to leases of low-value assets that are not shown above as short-term leases	(33)	(723)	(310)

The total cash outflow for leases in 2024 was $24.5 million (2023: 19.4 million).

The Group has the following lease agreements, which had not commenced as of December 31, 2024, but the Group is committed to:

•One lease agreement regarding production equipment in Ma'anshan, China, under which the Group's obligations collectively amount to $3.5 million for a term of six years. The lease will commence during 2024.

17. Other non-current receivables

	2024	2023
Promissory note	24,867	22,093
Long-term prepaid expenses	14,634	15,782
Deposits	1,024	1,861
Derivatives	125	1,027
Other receivables	3,681	3,615
Total	**44,331**	**44,378**

The promissory note is part of the purchase price from selling the manufacturing facilities in Ogden, Utah and Dallas-Fort Worth, Texas (respectively, the "Ogden Facility" and the "Dallas-Fort Worth Facility," and together, the "Facilities"), to YYF. The note has a maturity date of May 31, 2028. The nominal interest rate is 8% for the first year and then increases by 200 basis points each year. The interest is capitalized semi-annually, and the effective interest rate is 12.56%.

Long-term prepaid expenses consist primarily of a credit toward future use of shared assets at the Facilities due to the YYF Transaction. Due to the decision to discontinue the construction of the production facility in Dallas-Fort Worth, Texas, an impairment charge of $2.5 million was recorded during the year ended December 31, 2023. The impairment charge was included in Other operating income and (expenses), net in the consolidated statement of operations.

For further information on the YYF Transaction, see Note 34 *Non-current assets held for sale*.

18. Financial instruments per category

	2024	2023	2024	2023
	Fair value through profit or loss		At amortized cost	
Assets in the consolidated statement of financial position				
Other non-current receivables	—	—	44,206	43,351
Derivatives (part of Other non-current receivables)	125	1,027	—	—
Trade receivables	—	—	103,366	112,951
Other current receivables	—	—	8,297	22,764
Derivatives (part of Other current receivables)	—	857	—	—
Cash and cash equivalents	—	—	98,923	249,299
Total	**125**	**1,884**	**254,792**	**428,365**

	2024	2023	2024	2023
	Fair value through profit or loss		At amortized cost	
Liabilities in the consolidated statement of financial position				
Convertible Notes	324,395	323,528	—	—
Liabilities to credit institutions	—	—	121,973	120,305
Trade payables	—	—	60,152	64,368
Derivatives (part of Other current liabilities)	2	—	—	—
Accrued expenses	—	—	79,435	90,692
Total	**324,397**	**323,528**	**261,560**	**275,365**

The change in fair value recorded in the profit and loss for 2024 was a gain of $31.3 million (2023: gain of $97.1 million, 2022: loss of $1.8 million), consisting primarily of fair value changes on Convertible Notes. The fair value changes are included in Finance income and (expenses), net in the consolidated statement of operations.

Fair value hierarchy

This note explains the judgments and estimates made in determining the fair values of the financial instruments that are recognized and measured at fair value in the financial statements. To provide an indication about the reliability of the inputs used in determining fair value, the Group has classified its financial instruments into the three levels prescribed under the accounting standards.

Level 1: The fair value of financial instruments traded in active markets (such as publicly traded derivatives and equity securities) is based on quoted market prices at the end of the reporting period. The quoted market price used for financial assets held by the Group is the current bid price. These instruments are included in Level 1.

Level 2: The fair value of financial instruments that are not traded in an active market (for example, over-the-counter derivatives) is determined using valuation techniques, which maximize the use of observable market data and rely as little as possible on entity-specific estimates. If all significant inputs required to fair value an instrument are observable, the instrument is included in Level 2.

Specific valuation techniques used in Level 2 to value financial instruments include:

- for foreign currency forwards, the present value of future cash flows based on the forward exchange rates at the balance sheet date
- for interest rate caps – option pricing models (e.g. Black-Scholes model)

Level 3: If one or more of the significant inputs is not based on observable market data, the instrument is included in Level 3. This is the case for unlisted equity securities.

Recurring fair value measurements at December 31, 2024	Level 1	Level 2	Level 3
Financial assets			
Derivatives (part of Other non-current receivables)	—	125	—
Total financial assets	**—**	**125**	**—**
Financial liabilities			
Convertible Notes	—	—	324,395
Derivatives (part of Other current liabilities)	—	2	—
Total financial liabilities	**—**	**2**	**324,395**

Recurring fair value measurements at December 31, 2023	Level 1	Level 2	Level 3
Financial assets			
Derivatives (part of Other non-current receivables)	—	1,027	—
Derivatives (part of Other current receivables)	—	857	—
Total financial assets	**—**	**1,884**	**—**
Financial liabilities			
Convertible Notes	—	—	323,528
Total financial liabilities	—	—	**323,528**

There were no transfers between the levels during 2024 and 2023.

The carrying amount of the promissory note, is a reasonable approximation of fair value since the transaction was closed on March 1, 2023, and there have been no significant changes to credit risk or market rates during the period March 1 until December 31, 2024. See Note 17 *Other non-current receivables.*

The carrying amount of non-current liabilities to credit institutions in the Group is a reasonable approximation of fair value since the interest rate is variable and there have been no significant changes to credit risk since issued on April 18, 2023. See Note 25 *Liabilities to credit institutions.*

The carrying amount of current liabilities to credit institutions and other financial instruments in the Group is a reasonable approximation of fair value since they are short-term, and the discount effect is not significant.

Convertible Notes

	Convertible Notes
At January 1, 2023	—
Issues of Convertible Notes	324,950
Fair value changes (including interest expenses) recognized in the consolidated statement of operations	(74,078)
Change in fair value recognized in consolidated statement of other comprehensive loss	72,656
At December 31, 2023	**323,528**
Fair value changes (including interest expenses) recognized in the consolidated statement of operations	867
At December 31, 2024	**324,395**

	December 31, 2024	December 31, 2023
Carrying amount	324,395	323,528
Includes: Cumulative fair value changes on Convertible Notes attributable to changes in credit risk, recognized in the fair value reserve	—	72,656
Amount the Company is contractually obligated to pay to holders of the Convertible Notes at maturity	546,842	546,842
Difference between carrying amount and the amount the Company is contractually obligated to pay to holders of Convertible Notes at maturity	**(222,447)**	**(223,314)**

The Group determines the amount of fair value changes which are attributable to credit risk by first determining the changes due to market conditions which give rise to market risk, and then deducting those changes from the total change in fair value of the Convertible Notes. Market conditions which give rise to market risk include changes in the benchmark interest rate. Fair value movements on the conversion option embedded derivative are included in the assessment of market risk fair value changes.

The fair value of the instrument in its entirety has been determined by using a combination of a Monte Carlo simulation and a discounted cash flow analysis.

The following table lists the key inputs and assumptions used in the valuation model as of December 31, 2024:

	2024	2023
Conversion price ($) [(1)]	1.36-1.89	1.36-2.52
Share price at valuation date ($)	0.6628	1.18
Expected price volatility of the Company share (%)	70.00	65.00
Risk-free interest rate (%)	4.30	3.90
Market interest rate (%)	20.00	21.50

(1) The Convertible Notes are convertible at the option of each holder at a conversion price of $1.81-1.89 per ordinary share or per ADS, subject to customary anti-dilution adjustments and a conversion rate reset on March 23, 2025. For further details on the Convertible Notes and the conversion price reset mechanism, see Note 27 *Convertible Notes.*

The market interest rate has been assessed based on the observed range of yields on corporate bonds with comparable terms and comparable credit ratings to that of the Group.

The following table shows the impact of the key inputs and assumptions on the fair value of the Convertible Notes:

	2024	2023
Share price decrease 30%	303,849	284,266
Share price increase 30%	346,372	357,969
Volatility decrease 10 percentage points	319,311	313,437
Volatility increase 10 percentage points	329,108	333,614
Risk-free interest rate decrease 1 percentage point	323,810	321,889
Risk-free interest rate increase 1 percentage point	324,954	325,089
Market interest rate decrease 1 percentage point	333,154	332,199
Market interest rate increase 1 percentage point	315,973	315,256

19. Inventories

	2024	2023
Raw materials and consumables	12,565	16,500
Finished goods	53,037	51,382
Total	**65,602**	**67,882**

Inventories recognized as an expense during the year ended December 31, 2024 amounted to $555.7 million (2023: $599.0 million, 2022: $608.8 million) and were included in cost of goods sold in the consolidated statement of operations.

Write-downs of inventories to net realizable value during the year ended December 31, 2024 amounted to $3.1 million (2023: $17.0 million, 2022: $28.8 million). The write-downs were recognized as an expense during the years ended December 31, 2024, 2023 and 2022 and included in cost of goods sold in the consolidated statement of operations.

20. Trade receivables

	2024	2023
Trade receivables	104,144	114,171
Less: allowance for expected credit losses	(778)	(1,220)
Trade receivables—net	**103,366**	**112,951**

Carrying amounts, by currency, for the Group’s trade receivables are as follows:

	2024	2023
EUR	31,660	31,523
USD	29,931	27,828
GBP	19,670	20,909
CNY	13,616	19,445
SEK	2,701	5,939
Other	5,788	7,307
Total	**103,366**	**112,951**

For more information on aging schedule and the allowance for expected credit losses, please see Note 3.1.2 *Credit risk*.

The maximum exposure to credit risk on the date of the statement of financial position is the carrying amounts according to the above.

21. Other current receivables

	2024	2023
Value added tax	6,169	8,954
Advance payments to vendors	1,158	1,788
Short-term derivatives	—	857
Other	8,411	22,221
Total	**15,738**	**33,820**

As of December 31, 2023, other included a receivable of $12.2 million related to production equipment returned to a supplier due to the decision to discontinue the construction of the production facility in Peterborough, UK. The receivable was settled during the year ended December 31, 2024.

For further information on the YYF Transaction, see Note 34 *Non-current assets held for sale.*

22. Prepaid expenses

	2024	2023
Prepaid financing expenses	2,312	4,006
Prepaid selling and marketing expenses	1,264	1,587
Prepaid insurance expenses	555	620
Other	5,271	10,715
Total	**9,402**	**16,928**

23. Cash and cash equivalents

The consolidated statement of financial position and the consolidated statement of cash flows include the following items in “cash and cash equivalents”:

	2024	2023
Short-term deposits	40,000	170,000
Cash at bank and on hand	58,923	79,299
Total	**98,923**	**249,299**

Short-term deposits are time deposits and structured deposits, with maturities of 1 to 3 months. The expected change in value is assessed as insignificant since the amount received cannot be less than the amount deposited.

24. Equity

Share capital and Treasury shares

In May 2021, the shareholders resolved to issue 69,497 thousand warrants to secure the future delivery of shares under the 2021 Plan. During May 2024, the Company exercised 3,667 thousand warrants (May 2023: 2,882 thousand warrants, May 2022: 650 thousand warrants). As of December 31, 2024 and 2023, there were 62,298 thousand and 65,965 thousand warrants outstanding, respectively.

Upon exercise of the warrants in May 2024, 3,667 thousand ordinary shares were allotted and issued, and 2,910 thousand ordinary shares were converted to American Depositary Shares to be delivered to participants under the 2021 Incentive Award Plan related to the vesting of the May 2021, May 2022, May 2023 and July 2023 grants. In November 2024, an additional 590 thousand were converted to American Depositary Shares to be delivered to participants under the 2021 Incentive Award Plan related to the vesting of the November 2021, November 2022 and May 2023 grants. The remaining balance is held as treasury shares to enable the Company’s timely delivery of shares upon the exercise of outstanding share options and to meet future vesting of the RSUs.

As of December 31, 2024 and 2023, 598,560 thousand and 595,060 thousand ordinary shares were outstanding, respectively, and the par value per share was $0.00018 (SEK 0.0015). The Company had 417 thousand treasury shares as of December 31, 2024 and 249 thousand treasury shares as of December 31, 2023.

Other contributed capital

As of December 31, 2024 and 2023 other contributed capital of $1,628.0 million consists of share premium, shareholders contribution and proceeds from warrant issues.

Other reserves

As of December 31, 2024, other reserves of $(274.2) million consists of fair value reserve of $(72.7) million related to fair value gains and losses on the Convertible Notes attributable to changes in the Group's credit risk, and foreign currency translation reserve of $(201.5) million primarily related to the exchange differences occurring from the translation of foreign operations in another currency than the reporting currency of the Group (USD).

As of December 31, 2023, other reserves of $(233.2) million consists of fair value reserve of $(72.7) million related to fair value gains and losses on the Convertible Notes attributable to changes in the Group's credit risk, and foreign currency translation reserve of $(160.5) million primarily related to the exchange differences occurring from the translation of foreign operations in another currency than the reporting currency of the Group (USD).

Accumulated deficit

As of December 31, 2024 and 2023 accumulated deficit of $(1,249.3) million and $(1,061.0) million, respectively, consists of accumulated losses and share-based compensation.

Non-controlling interest

On July 27, 2023, one of the Group's subsidiaries in China carried out a share issue. Prior to the share issue the Group owned 100 percent of the share capital in the subsidiary. Xiangpiaopiao Food Co., Ltd. subscribed for a part of the new issued shares and owns 40 percent of the share capital after the transaction, whereas the Group recognized a non-controlling interest. As of December 31, 2024, non-controlling interests amounted to $1.4 million.

25. Liabilities to credit institutions

	2024	2023
Non-current liabilities to credit institutions	116,216	114,249
Current liabilities to credit institutions	5,757	6,056
Total	**121,973**	**120,305**

As of December 31, 2024 and December 31, 2023, the Liabilities to credit institutions balance amounted to $122.0 million and $120.3 million, respectively, and was related to outstanding amounts under the TLB Credit Agreement (as defined below) and the EIF Facility (as defined below).

The European Investment Fund guaranteed three-year term loan facility with Svensk Exportkredit (the "EIF Facility") was entered into in October 2019. In October 2022, the EIF Facility was amended to extend the term for another three years, with a maturity date in October 2025. The loan facility and interest margin remained unchanged. As of December 31, 2024 and December 31, 2023, the Group had €1.3 million (equivalent of $1.3 million) and €2.5 million (equivalent of $2.8 million), respectively, outstanding on the EIF Facility, including accrued interest.

In April 2023, the Company entered into the TLB Credit Agreement with, amongst others, Silver Point Finance LLC as Syndication Agent and Lead Lender, J.P. Morgan SE, as Administrative Agent and Wilmington Trust (London) Limited as Security Agent, including a term loan facility of $130 million borrowed by Oatly AB. The term of the TLB Credit Agreement is five years from the funding date of the term loan facility, and the term loan facility is subject to 1% amortization per annum paid in quarterly installments. Borrowings carry an interest rate of Term SOFR (with a floor of 2.50%) plus 7.5% or Base Rate (with floor of 3.50%) plus 6.5%. The TLB Credit Agreement, contains maintenance financial covenants such as minimum EBITDA, total net leverage ratio and liquidity requirements. The TLB Credit Agreement also contains certain negative covenants, including but not limited to restrictions on indebtedness, limitations on liens, fundamental changes covenant, asset sales covenant, and restricted payments covenant. The debt under the TLB Credit Agreement ranks pari passu with, and shares in the same security and guarantees from the Group as the EIF Facility and the SRCF Agreement by way of the Intercreditor Agreement. As of December 31, 2024, and December 31, 2023, the Group had $120.7 million and $117.5 million, respectively, outstanding under the TLB Credit Agreement, including accrued interest and net after original issue discount and transaction costs.

In April 2023, the SRCF Agreement was amended and restated whereby, among other things, (i) the term of the SRCF Agreement was reset to three years and six months, with a one year uncommitted extension option, (ii) the lender group under the SRCF Agreement was reduced to JP Morgan SE, BNP Paribas SA, Bankfilial Sverige, Coöperatieve Rabobank U.A. and Nordea Bank Abp, filial i Sverige and the commitments under the SRCF Agreement were reduced to SEK 2,100 million (equivalent of $192.1 million), with an uncommitted incremental revolving facility option of up to SEK 500 million (equivalent of $45.7 million), (iii) the initial margin was reset at 4.00% p.a., (iv) the tangible solvency ratio, minimum EBITDA, minimum liquidity and total net leverage ratio financial covenants were reset, (v) the existing negative covenants were amended to further align with those included in the TLB Credit Agreement, including in relation to incurrence of indebtedness, and (vi) the debt under the SRCF Agreement ranks pari passu with, and shares in the same security and guarantees from the Group as, the EIF Facility and the TLB Credit Agreement by way of the Intercreditor Agreement. As of December 31, 2024 and December 31, 2023, the Group had no utilized loan amounts under the amended SRCF Agreement.

In May 2023, (i) the SRCF Agreement was amended pursuant to an amendment letter to, among other things, ensure that the Convertible Notes constitute "PIPE Financing" under and as defined in the SRCF Agreement and (ii) the TLB Credit Agreement was amended pursuant to an amendment agreement to, among other things, ensure that the Convertible Notes constitute "Convertible Bonds" under and as defined in the TLB Credit Agreement. See Note 27 *Convertible Notes* for more information on the Company's Convertible Notes.

On February 14, 2024, the Sustainable Revolving Credit Facility Agreement and the Term Loan B Credit Agreement were amended and restated to, among other things, (i) reset the financial covenant levels applying to the minimum EBITDA (including separate testing of the Group's Europe & International EBITDA, the definition of which has subsequently been corrected by way of subsequent amendment), minimum liquidity and total net leverage ratio financial covenants and, in relation to the Sustainable Revolving Credit Facility Agreement, the tangible solvency ratio financial covenant, (ii) revise certain financial definitions to permit additional adjustments for the purpose of the calculation of the financial covenants and (iii) provide certain flexibility for disposals of assets relating to the Group's production facilities in Dallas Fort Worth, Texas, United States of America and Peterborough, United Kingdom. In addition, the existing draw-stop level for the Sustainable Revolving Credit Facility Agreement, which requires that a certain amount of such facility remains undrawn for as long as the last twelve months' ("LTM") consolidated EBITDA of the Group is negative, has been increased from $50 million to $100 million, and the original 24 months' non-call/make-whole period applying under the Term Loan B Credit Agreement has been reset to apply for the 18 months following the amendment effective date (for the avoidance of doubt, the subsequent 12 months' prepayment fee period still applies after the end of such 18-month period).

Under the amended Sustainable Revolving Credit Facility Agreement and Term Loan B Credit Agreement, the total net leverage ratio financial covenant, tested in respect of the LTM period ending on each quarter date, will start to apply in respect of the LTM period ending on 31 December 2026 and the applicable financial covenant level will be 4.50:1, stepping down to 3.50:1 for each LTM period ending in 2027 and to 3.00:1 for each LTM period in 2028. The reset quarterly tangible solvency ratio financial covenant level applying under the amended Sustainable Revolving Credit Facility Agreement is 30%.

On February 14, 2024, the EIF Facility was amended and restated to, where and to the extent applicable, implement equivalent amendments as those made to the Sustainable Revolving Credit Facility Agreement on February 14, 2024.

For changes in facilities and borrowings after the reporting period, see Note 35 *Events after the end of the reporting period*.

The EIF Facility, TLB Credit Agreement and the SRCF Agreement benefit from the same guarantees. Refer to Note 3 *Financial risk management* for further details.

Financial covenants

The minimum EBITDA covenant that applies to the TLB Credit Agreement, the SRCF Agreement and the EIF Facility is tested in respect of the LTM period ending on each quarter date. Minimum liquidity that applies to the TLB Credit Agreement, the SRCF Agreement and the EIF Facility and the tangible solvency ratio applying to the SRCF Agreement and the EIF Facility are tested on each quarter date.

26. Provisions

	Restructuring	Decommissioning	Legal settlement
At January 1, 2024	**35,263**	**1,531**	**9,250**
Charged to the consolidated statement of operations:			
- Additional provisions recognized	34,159	—	—
- Unwinding of discount effect	54	—	—
- Reversal of non-utilized amounts	(2,363)	—	—
Amounts used during the year	(36,896)	—	(9,250)
Reclassifications	3,247	(1,551)	—
Charged to other comprehensive loss:			
- Exchange differences	(403)	20	—
At December 31, 2024	**33,061**	**—**	**—**
Non-current	14,857	—	—
Current	18,204	—	—

Restructuring

The restructuring provisions recorded in 2024 was principally related to decommissioning and other exit costs for the closure of the production facility in Singapore. The costs relating to the closure of the facility are expected to be paid throughout the coming 2 years. The Group also recorded provisions related to organizational restructuring. The organizational restructuring plan was drawn up and announced to the employees during 2024.

During the year ended December 31, 2024 the Group had $29.7 million in cash outflows primarily relating to the continued exit of the production facility in Peterborough, UK.

The restructuring provision recorded in 2023 related principally to decommissioning and other exit costs for the discontinued construction of the production facilities in Peterborough, UK and Dallas-Fort Worth, Texas.

Decommissioning

A provision recognized for decommissioning costs which relates to restoration costs for leased production facilities. The decommissioning was settled at the end of the 2024 due to the closure of the Group’s production facility in Singapore.

Legal settlement

The legal settlement provision recognized in 2023 was paid during the second quarter of 2024. For information regarding the legal settlement, see Note 33 *Commitments and contingencies.*

Note 27. Convertible Notes

On March 23, 2023, and April 18, 2023, the Company issued $300 million aggregate principal amount of 9.25% Convertible Senior PIK Notes due 2028 (the notes issued on March 23, 2023, the "U.S. Notes" and the notes issued on April 18, 2023, the "Swedish Notes" and, together with the U.S. Notes, the "Original Convertible Notes" and the Original Convertible Notes, together with the HH Notes (as defined below), the "Convertible Notes"). The U.S. Notes and the Swedish Notes have substantially identical economic terms.

Certain of the Company's existing shareholders, Nativus Company Limited, Verlinvest S.A. ("Verlinvest") and Blackstone Funds, purchased $200.1 million aggregate principal amount of the Swedish Notes and other institutional investors purchased $99.9 million aggregate principal amount of the U.S. Notes. The investors paid an aggregate purchase price of $291 million, reflecting an original issue discount of 3%.

The Convertible Notes bear interest at a rate of 9.25% per annum, payable semi-annually in arrears in cash or in payment-in-kind, at Company's option, on April 15 and October 15 of each year, beginning on October 15, 2023. The Convertible Notes will mature on September 14, 2028, unless earlier converted by the holders or required to be converted, repurchased or redeemed by us. The Original Convertible Notes were convertible at the option of each holder at an initial conversion price of $2.41 per ordinary share or per ADS, subject to customary anti-dilution adjustments and conversion rate resets. On March 23, 2024, the conversion price of the Original Convertible Notes was reset to $1.81 in accordance with the terms thereof. As a result of the ADS Ratio Change, the conversion price of the U.S. Notes was proportionately adjusted from $1.81 to $36.20. The conversion price of the U.S. Notes may be reset again on March 23, 2025, if the average of the daily volume-weighted average prices of the ADSs for the 30 consecutive trading days immediately preceding March 23, 2025, times 1.17 is below $36.20. The conversion price of the U.S. Notes, before considering customary anti-dilution adjustments, cannot be reset to lower than $27.20 on March 23, 2025.

Because the Swedish Notes are convertible into Ordinary Shares rather than ADSs, the ADS Ratio Change did not affect the conversion price and conversion rate of the Swedish Notes. In order to ensure that the holders of the Swedish Notes remain in the same economic position as before the ADS Ratio Change and to preserve economic equivalency of the Swedish Notes with the U.S. Notes and the HH Notes, the Company, in accordance with the terms and conditions of the Swedish Notes, will interpret the definition of "Daily VWAP" therein to assume the trading price of 1/20 of an ADS. The conversion price of the Swedish Notes may be reset again on March 23, 2025, if the "Daily VWAP" of 1/20 of an ADS for the 30 consecutive trading days immediately preceding March 23, 2025, times 1.17 is below $1.81. The conversion price of the Swedish Notes, before considering customary anti-dilution adjustments, cannot be reset to lower than $1.36 on March 23, 2025.

The Company may require conversion of the Convertible Notes if the last reported sale price of its ADSs equals or exceeds 200% of the applicable conversion price on any 45 trading days during any 90 consecutive day period beginning on or after the third anniversary of the issuance of the U.S. Notes (with respect to the U.S. Notes and the HH Notes) and the Swedish Notes (with respect to the Swedish Notes).

On April 18, 2023, the Company, Oatly AB, Oatly Inc. and other parties entered into the Intercreditor Agreement which includes customary ranking, enforcement and turnover provisions intended to govern the relationship between the creditor groups and which affect e.g. the Convertible Notes.

On May 9, 2023 the Company entered into an agreement with an affiliate of Hillhouse Investment Management Ltd. ("Hillhouse") to sell an additional $35 million in Convertible Senior PIK Notes due 2028 (the "HH Notes"), resulting in approximately $34 million in financing after reflecting an original issue discount of 3%. The economic terms of the HH Notes are substantially identical to the economic terms of the U.S. Notes, except (i) that the HH Notes were convertible at Hillhouse's option at an initial conversion price of $2.52 per ADS, representing an approximate 17% premium to the last reported sale price of Company's ADSs on the Nasdaq Global Market on May 8, 2023, and (ii) with respect to the specified prices in connection with the conversion rate resets of the HH Notes. On March 23, 2024, the conversion price of the HH Notes was reset to $1.89 in accordance with the terms thereof. As a result of the ADS Ratio Change, the conversion price of the HH Notes was proportionately adjusted from $1.89 to $37.80. The conversion price may be reset again on March 23, 2025, if the average of the daily volume-weighted average prices of the ADSs for the 30 consecutive trading days immediately preceding March 23, 2025, times 1.17 is below $37.80. The conversion price of the HH Notes, before considering customary anti-dilution adjustments, cannot be reset to lower than $28.20 on March 23, 2025. In addition, on May 9, 2023, one of the existing holders of Swedish Notes and an affiliate of one of the Company's shareholders, Verlinvest, agreed to sell and Hillhouse agreed to

purchase from Verlinvest $15 million aggregate principal amount of Swedish Notes (the "Resale Notes"). The purchase and sale of the HH Notes and the Resale Notes closed on May 31, 2023. The HH Notes are also subject to the Intercreditor Agreement.

The terms of the Convertible Notes contain covenants limiting the Company's ability to incur additional debt other than certain debt permitted under the TLB Credit Agreement, issue preferred stock, and incur convertible debt or subordinated debt, in each case without the consent of the holders of a majority of the Convertible Notes (as determined pursuant to the terms of the applicable Convertible Notes).

For details on the fair value on Convertible Notes, see Note 18 *Financial instruments per category.*

28. Other current liabilities

	2024	2023
Value added tax	5,290	10,203
Employee withholding taxes	1,943	2,224
Derivatives	2	—
Other	763	1,446
Total	**7,998**	**13,873**

29. Accrued expenses

	2024	2023
Accrued variable consideration	24,549	19,649
Accrued personnel expenses	24,284	30,646
Accrued production expenses	12,701	26,140
Accrued logistic expenses	10,762	9,318
Accrued marketing and sales expenses	9,218	10,050
Other accrued expenses	22,205	25,535
Total	**103,719**	**121,338**

30. Related party disclosures

Entity with significant influence over the Group

CR Verlinvest Health Investment Limited (Org No 2380741), headquartered in Hong Kong, the People's Republic of China, owns 45.4% of the ordinary shares in the Group (2023: 45.7%). Related parties are CR Verlinvest Health Investment Limited and its subsidiaries, as well as the Board of Directors and key management (senior executives and their associates) in the Group. Information about key management compensation is found in Note 7 *Employee and personnel costs*.

Subsidiaries

Interests in subsidiaries are set out in Note 13 *Investments in subsidiaries*.

Transactions with related parties

For 2024, $1.4 million (2023: $1.0 million, 2022: $1.0 million) has been recognized in the consolidated statement of operations for compensation to the Board of Directors.

For the year ended December 31, 2024, Oatly expensed $1.2 million (2023: $1.1 million, 2022: $0.9 million) pursuant to a Distribution Agreement with the distribution company Chef Sam, of which Bernard Hours, a member of the Board of Directors, was a 33% owner prior to divesting such ownership interest during the third quarter of 2024.

On April 18, 2023 the Company issued Convertible Notes to related parties, Nativus Company Limited and Verlinvest S.A, with a fair value of $174.0 million. As of December 31, 2024, the fair value of the outstanding Convertible Notes to related

parties amounted to $158.9 million. The Convertible Notes were issued with the terms and conditions described in Note 27 *Convertible Notes*.

31. Changes in liabilities attributable to financing activities

	Liabilities to credit institutions	Leases	Convertible Notes	Total
Balance at January 1, 2022	**5,987**	**143,219**	**—**	**149,206**
Cash flows	46,818	(10,899)	—	35,919
Non-cash flows:				
Addition – leases	—	20,111	—	20,111
Foreign exchange adjustments	(292)	(8,529)	—	(8,821)
Assets held for sale (Note 34)	—	(44,794)	—	(44,794)
Other changes	77	—	—	77
Balance at December 31, 2022	**52,590**	**99,108**	**—**	**151,698**
Cash flows	61,985	(11,411)	324,950	375,524
Non-cash flows:				
Addition – leases	—	21,341	—	21,341
Foreign exchange adjustments	407	2,844	—	3,251
Fair value changes (including interest expenses) recognized in the consolidated statement of operations	—	—	(74,078)	(74,078)
Change in fair value recognized in consolidated statement of other comprehensive loss	—	—	72,656	72,656
Remeasurement - leases[(1)]	—	(17,886)	—	(17,886)
Other changes	5,323	(4,994)	—	329
Balance at December 31, 2023	**120,305**	**89,002**	**323,528**	**532,835**
Cash flows	(2,678)	(19,645)	—	(22,323)
Non-cash flows:				
Addition – leases	—	2,880	—	2,880
Foreign exchange adjustments	840	(2,027)	—	(1,187)
Fair value changes (including interest expenses) recognized in the consolidated statement of operations	—	—	867	867
Cancellation - leases[(2)]	—	(25,118)	—	(25,118)
Other changes	3,506	(9)	—	3,497
Balance at December 31, 2024	**121,973**	**45,083**	**324,395**	**491,451**

(1) Remeasurement related to change of lease term due to the decision to discontinue the construction of the production facility in Peterborough, UK.
(2) Cancellation is primarily related to terminated lease contract due to the continued exit of the production facility in Peterborough, UK.

The Group classifies interest paid as cash flows from operating activities.

32. Loss per share

The Company calculates loss per share by dividing loss for the period attributable to the shareholders of the parent by the weighted average number of shares outstanding during the period (net of treasury shares).

	2024	2023	2022
Loss for the year, attributable to the shareholders of the parent	(201,949)	(416,874)	(392,567)
Weighted average number of shares (thousands)	596,886	593,601	592,032
Basic and diluted loss per share, U.S. $	(0.34)	(0.70)	(0.66)

Potential dilutive securities that were not included in the diluted loss per share calculations because they would be anti-dilutive were as follows:

	2024	2023	2022
Restricted stock units	16,403,397	8,415,816	8,147,594
Stock options	11,606,280	21,289,191	14,339,052
Convertible Notes [(1)]	400,616,344	400,616,344	—

(1) The number of potential dilutive shares from the Convertible Notes are calculated assuming the most advantageous conversion price from the standpoint of the holder and assuming all capitalized interest at maturity will be settled with shares or ADSs. For further details on the Convertible Notes and the conversion price reset mechanism, see Note 27 *Convertible Notes*.

Refer to Note 8 *Share-based compensation* for a description of RSUs and stock options.

33. Commitments and contingencies

Commitments

Minimum purchase commitments

The Group has several supplier contracts primarily for production and packaging services where minimum purchase commitments exist in the contract terms. The commitments are associated with contracts that are enforceable and legally binding and that specify significant terms, including fixed or minimum services to be purchased and fixed, minimum or variable price provisions. For the twelve months ended December 31, 2024, volume adjustments related to co-packer arrangements in Europe & International and North America resulted in volume shortfall expenses of $6.4 million. The shortfall expenses are presented in cost of goods sold in the consolidated statement of operations.

Leases

The future cash outflows relating to leases that have not yet commenced are disclosed in Note 16 *Leases.*

Legal contingencies

From time to time, the Company may be involved in various claims and legal proceedings related to claims arising out of the operations. In July and September 2021, three securities class action complaints were filed under the captions *Jochims v. Oatly Group AB et al*., Case No. 1:21-cv-06360-AKH, *Bentley v. Oatly Group AB et al*., Case No. 1:21-cv-06485-AKH, and *Kostendt v. Oatly Group AB et al*., Case No. 1:21-cv-07904-AKH, in the United States District Court for the Southern District of New York against the Company and certain of its officers and directors. Those actions were consolidated under the caption *In re Oatly Group AB Securities Litigation*, Consolidated Civil Action No. 1:21-cv-06360-AKH. The operative consolidated complaint alleged violations of the Securities Exchange Act of 1934, SEC Rule 10b-5, and the Securities Act of 1933. In February 2022, a securities class action complaint was filed under the caption *Hipple v. Oatly Group AB et al*., Index No. 151432/2022 in the New York County Supreme Court against the Company and certain of its officers and directors, alleging violations of the Securities Act of 1933. In May 2022, the New York County Supreme Court granted a stay of *Hipple v. Oatly Group AB et al*. pending final adjudication of *In re Oatly Group AB Securities Litigation*. In October 2023, the parties reached a settlement in principle of both matters requiring the Company to pay $9.25 million, which was contingent upon court approval, among other things. In July 2024 the United States District Court for the Southern District of New York approved the settlement of *In re Oatly Group AB Securities Litigation,* and in August 2024, the New York County Supreme Court approved the settlement of *Hipple v. Oatly Group AB et al*., effectively concluding all pending class actions.

34. Non-current assets held for sale

On December 30, 2022, Oatly, Inc., and its wholly owned subsidiary, Oatly US Operations & Supply Inc., entered into an asset purchase agreement (the "Asset Purchase Agreement") with Ya YA Foods USA LLC ("YYF"), and parent Aseptic

Beverage Holdings LP, a Delaware limited partnership ("Buyer Parent"), to establish a strategic partnership pursuant to which Oatly, Inc. would sell the Facilities to YYF. Subject to the terms and conditions of the Asset Purchase Agreement, YYF would acquire a majority of the assets that were used in the operation of the Facilities and assume the obligations arising under the real property leases and certain contracts for and related to the Facilities. The assets subject to the Asset Purchase Agreement were included in the Americas reportable segment. As of December 31, 2022, these assets met the criteria for classification as held for sale. As part of the transaction and reclassification to held for sale, an impairment of $38.3 million was recognized to reduce the carrying amount of the assets to their fair value less costs of disposal. The impairment was recognized as other operating expenses in the consolidated statement of operations as of December 31, 2022.

On January 25, 2023, a consent letter was entered into in connection with the SRCF Agreement pursuant to which the lenders under the SRCF Agreement agreed that the YYF Transaction shall constitute a permitted disposal for the purposes of the SRCF Agreement.

On March 1, 2023, the YYF Transaction closed, and the Company and its wholly owned subsidiary, Oatly US Operations & Supply Inc. sold the Facilities to YYF in connection with the establishment of a strategic manufacturing alliance with YYF, pursuant to the terms of that certain asset purchase agreement with YYF and Buyer Parent, dated December 30, 2022 (collectively, the "YYF Transaction"). Pursuant to the terms and conditions of the Asset Purchase Agreement, YYF acquired a majority of the assets that are used in the operation of the Facilities and assumed the Company's obligations arising under the real property leases and certain contracts for and related to the Facilities. The Company continues to own all intellectual property related to production of oat base, the Company's principal, proprietary ingredient for all Oatly products, and the Company continues to own and operate its own equipment, fixtures and supplies associated with its production of oat base at the Facilities. In connection with the YYF Transaction, YYF and the Company also have entered into a contract manufacturing agreement pursuant to which YYF will manufacture certain finished products for the Company, using oat base supplied by Oatly (the "Co-Pack Agreement").

As consideration for the YYF Transaction, the Company received an aggregate purchase price of approximately $102.6 million. Of this aggregate purchase price, $86.5 million is attributable to the Ogden Facility, of which (a) $72.0 million was paid to the Company through a combination of $52.0 million cash and $20.0 million in the form of a promissory note from the Buyer Parent to the Company, and (b) $14.5 million is in the form of a credit toward future use of shared assets at the Ogden Facility. The remaining $16.1 million of the aggregate purchase price is attributable to the Dallas-Fort Worth Facility, of which (a) $13.6 million is a credit toward future capital expenditures associated with completion of oat base capacity at the Dallas-Fort Worth Facility, and (b) $2.5 million is in the form of a credit toward future use of shared assets at the Dallas-Fort Worth Facility. As part of the consideration for the Transaction, the Buyer Parent issued a promissory note for $20 million to the Company due May 31, 2028 (the "Note"). The interest rate of the Note begins at 8% and escalates an additional 2% each year. The Note is guaranteed by the founder and chief executive officer of the Buyer Parent. The Buyer Parent's obligation under the Note may be offset by amounts owed to YYF under the Co-Pack Agreement only if such amounts are not paid in accordance with the Co-Pack Agreement. The Note also contains other customary terms and conditions.

Following certain events during the fourth quarter of 2023, the Company decided to discontinue the construction of the production facility in Dallas-Fort Worth, Texas. For the twelve months ended December 31, 2023, the Company recorded an impairment charge of $13.9 million related to the credit toward future capital expenditures, and an impairment charge of $2.5 million related to the credit toward future use of shared assets at the Dallas-Fort Worth Facility. The impairment charges are included in Other operating income and (expenses), net in the consolidated statement of operations. See Note 17 *Other non-current receivables* and Note 21 *Other current receivables* for further information.

During 2024 the Company concluded the project of exiting the production facility in Dallas-Forth Worth, Texas.

35. Events after the end of the reporting period

On February 11, 2025, the Group's Sustainable Revolving Credit Facility Agreement and Term Loan B Credit Agreement were amended and restated to, among other things, (i) reset certain financial covenant levels applying to the minimum liquidity financial covenant, (ii) revise certain financial definitions to permit additional adjustments for the purpose of the calculation of certain financial covenants, including in relation to certain costs relating to the discontinuance of certain of the Group's manufacturing facilities and (iii) provide certain flexibility for disposals of assets relating to the relevant manufacturing facilities.

The amended Sustainable Revolving Credit Facility Agreement and Term Loan B Credit Agreement impose limitations on drawdowns under the Sustainable Revolving Credit Facility Agreement (other than under ancillary facilities, such as overdraft facilities and bank guarantees, which are exempted from these limitations) based on the last four quarters' consolidated EBITDA of the Group, where, if last four quarters' consolidated EBITDA of the Group is:

(i)less than $0, $0 may be drawn; and

(ii)equal to or greater than $75 million, the full amount of the existing facility may be drawn,

with interim steps in between, and increases requiring improved performance for two consecutive four quarter periods and reductions requiring decreased performance for one four quarter period.

On February 11, 2025, the EIF Facility was amended and restated to, where and to the extent applicable, implement equivalent amendments as those made to the Sustainable Revolving Credit Facility Agreement on February 11, 2025.

On February 18, 2025, the Company completed a ratio change whereby the ratio of its ADSs to ordinary shares was changed from one ADS representing one ordinary share to one ADS representing twenty ordinary shares.

Exhibit 2.1

DESCRIPTION OF THE REGISTRANT'S SECURITIES REGISTERED PURSUANT TO SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED

The following description of the capital stock of Oatly Group AB (the "Company", "we", "us", and "our") and certain provisions of our articles of association as amended on March 6, 2023, is not intended to be a complete summary of the rights and preferences of such securities and is qualified in its entirety by reference to the full text of the articles of association, a copy of which has been filed with the Securities and Exchange Commission ("SEC"). You are encouraged to read the applicable provisions of Swedish law and the articles of association in their entirety for a complete description of the rights and preferences of our securities. Further, please note that as a holder of American Depositary Shares ("ADSs"), you will not be treated as one of our shareholders and will not have any shareholder rights.

Ordinary Shares

As of December 31, 2024, there were 598,559,840 issued and ordinary shares outstanding, and the par value per share was SEK 0.0015. In addition, the Company had 416,580 treasury shares as of December 31, 2024. All of our outstanding ordinary shares have been validly issued, fully paid and non-assessable and are not redeemable and do not have any preemptive rights other than under the Swedish Companies Act as described below. In accordance with our articles of association, all of the ordinary shares are in one class of shares, denominated in SEK. Pursuant to our articles of association, as amended on March 6, 2023, our share capital shall be no less than SEK 850,000 and no more than SEK 3,400,000 and the number of shares in the Company shall be no less than 500,000,000 and no more than 2,000,000,000.

The development in the number of shares since January 1, 2020, is shown below.

Date	Transaction	Nominal Value (SEK)	Share class	Subscription Price per Share (SEK)	Increase in Number of Shares	Increase in Share Capital (SEK)	Total Number of Shares	Total Share Capital (SEK)
2020-07-21	Share issue	0.01	Ordinary shares of class B	1,073.84	1,733,252	17,332.52	17,840,959	178,409.59
2021-03-15	Bonus issue (increase of share capital)	0.04	N/A	N/A	N/A	535,228.77	17,840,959	713,638.36
2021-05-04	Share split and removal of share classes	0.0014814814814 81480	Ordinary Shares	N/A	463,864,934	N/A	481,705,893	713,638.36
2021-05-20	Redemption and bonus issue	0.0015	Ordinary Shares	N/A	58,215 (decrease)	8,833.157	481,647,678	722,471.517
2021-05-20	Share issue	0.0015	Ordinary Shares	141.7035	6,124,004	9,186.006	487,771,682	731,657.523
2021-05-20	Share issue	0.0015	Ordinary Shares	0.0015	64,688,000	97,032.00	552,459,682	828,689.523
2021-05-20	Share issue (warrants)	0.0015	Ordinary Shares	N/A	39,317,319	58,975.9785	591,777,001	887,665.5015
2022-05-09	Share issue (warrants)	0.0015	Ordinary Shares	0.0015	617,060	925.59	592,394,061	888,591.0915
2022-05-09	Share issue (warrants)	0.0015	Ordinary Shares	0.0015	32,940	49.41	592,427,001	888,640.5015
2023-05-08	Share issue (warrants)	0.0015	Ordinary Shares	0.0015	2,882,164	4,323.246	595,309,165	892,963.7475
2024-05-03	Share issue (warrants)	0.0015	Ordinary Shares	0.0015	3,667,255	5,500.8825	598,976,420[1]	898,464.63

(1) Includes 416,580 shares issued, but not outstanding, which are held as treasury shares in connection with our 2021 Plan.

Below are summaries of the material provisions of our articles of association and of related material provisions of the Swedish Companies Act.

Articles of Association

Object of the Company

Our object is set forth in Section 3 of our articles of association and is to own and manage real property, chattels and securities, either directly or through subsidiaries. We shall also coordinate the business conducted by our subsidiaries and/or other group or affiliated companies and conduct other ancillary activities.

Powers of the Directors

Our board of directors shall direct our policy and shall supervise the performance of our chief executive officer and his or her actions. Our board of directors may exercise all powers that are not required under the Swedish Companies Act or under our articles of association to be exercised or taken by our shareholders.

Number of Directors

Our articles of association provide that our board of directors shall consist of three to thirteen members. Our board of directors currently has eleven members.

Rights Attached to Shares

All of the ordinary shares have equal rights to our assets and earnings and are entitled to one vote at the general meeting. At the general meeting, every shareholder may vote to the full extent of their shares held or represented, without limitation. Each ordinary share entitles the shareholder to the same preferential rights related to issues of shares, warrants and convertible bonds relative to the number of shares they own and have equal rights to dividends and any surplus capital upon liquidation. Shareholders' rights can only be changed in accordance with the procedures set out in the Swedish Companies Act. Transfers of shares are not subject to any restrictions.

Exclusive Forum

Our articles of association provide that unless we consent in writing to the selection of an alternative forum and without any infringement on Swedish forum provisions and without applying Chapter 7, Section 54 of the Swedish Companies Act, the United States District Court for the Southern District of New York shall be the sole and exclusive forum for resolving any complaint filed in the United States asserting a cause of action arising under the Securities Act (the "Federal Forum Provision"). We recognize that the Federal Forum Provision may impose additional litigation costs on shareholders in pursuing any such claims, particularly if the shareholders do not reside in or near the State of New York. Additionally, the Federal Forum Provision may limit our shareholders' ability to bring a claim in a U.S. judicial forum that they find favorable for disputes with us or our directors, officers or employees, which may discourage the filing of lawsuits against us and our directors, officers and employees, even though an action, if successful, might benefit our shareholders. It is possible that a court could find the Federal Forum Provision to be inapplicable or unenforceable. The enforceability of similar choice of forum provisions has been challenged in legal proceedings.

To the extent that any such claims may be based upon federal law claims, Section 27 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") creates exclusive federal jurisdiction over all suits brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder. Furthermore, Section 22 of the Securities Act of 1933, as amended (the "Securities Act") creates concurrent jurisdiction for federal and state courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder. Accordingly, actions by our shareholders to enforce any duty or liability created by the Exchange Act, the Securities Act or the respective rules and regulations thereunder must be brought in a federal court in the city of New York. Our shareholders will not be deemed to have waived our compliance with the federal securities laws and the regulations promulgated thereunder.

Preemptive Rights

Under the Swedish Companies Act, shareholders of any class of shares will generally have a preemptive right to subscribe for shares or warrants issued of any class in proportion to their shareholdings. Shareholders will have preferential rights to subscribe for new shares in proportion to the number of shares they own. If an offering is not fully subscribed for based on subscription rights, shares may be allocated to subscribers without subscription rights. The preemptive right to subscribe does not apply in respect of shares issued for consideration by payment in kind or of shares issued pursuant to convertible debentures or warrants previously issued by the company.

The preemptive right to subscribe for new shares may be set aside. A share issue with deviation from the shareholders' preemptive rights may be resolved either by the shareholders at a general meeting, or by the board of directors if the board resolution is preceded by an authorization therefor from the general meeting. A resolution to issue shares with deviation from the shareholders' preemptive rights and a resolution to authorize the board of

directors to do the same must be passed by two-thirds of both the votes cast and the shares represented at the general meeting resolving on the share issue or the authorization of the board of directors.

Voting at Shareholder Meetings

Under the Swedish Companies Act, shareholders entered into the shareholders' register as of the record date are entitled to vote at a general meeting (in person or by appointing a proxy holder). In accordance with our articles of association, shareholders must give notice of their intention to attend the general meeting no later than the date specified in the notice. Shareholders who have their shares registered through a nominee and wish to exercise their voting rights at a general meeting must request to be temporary registered as a shareholder and entered into the shareholders' register at the record date.

Shareholder Meetings

We are required to hold an annual general meeting of shareholders each year on such day and at such place as the directors may determine. The general meeting of shareholders is our highest decision-making body and serves as an opportunity for our shareholders to make decisions regarding our affairs. Shareholders who are registered in the share register held by Euroclear Sweden AB six banking days before the meeting and have notified us no later than the date specified in the notice described below have the right to participate at our general meetings, either in person or by a representative. All shareholders have the same participation and voting rights at general meetings. At the annual general meeting, inter alia, members of the board of directors are elected, and a vote is held on whether each individual board member and the chief executive officer will be discharged from any potential liabilities for the previous fiscal year. Auditors are elected as well. Decisions are made concerning adoption of annual reports, allocation of earnings, fees for the board of directors and the auditors and other essential matters that require a decision by the meeting. Most decisions require a simple majority but the Swedish Companies Act dictates other thresholds in certain instances. See "*Shareholder Vote on Certain Transactions*."

Shareholders have the right to ask questions to our board of directors and managers at general meetings that pertain to the business of the company and also have an issue brought forward at the general meeting. In order for us to include the issue in the notice of the annual general meeting, a request of issue discussion must be received by us normally seven weeks before the meeting. Any request for the discussion of an issue at the annual general meeting shall be made to the board of directors and any request within the nominating and corporate governance committee's competence shall be made to the nominating and corporate governance committee. The board of directors shall convene an extraordinary general meeting if shareholders who together represent at least 10% of all shares in the company so demand in writing to discuss or resolve on a specific issue.

The arrangements for the calling of general meetings are described below in "*Annual General Meeting*" and "*Special Meeting*".

Notices

The Swedish Companies Act requirements for notice are described below in "*Notices*."

Subject to our articles of association, we must publish the full notice of a general meeting on our website and in the Swedish Official Gazette, and must also publish in Dagens Industri, a daily Swedish newspaper, that such notice has been published. The notice of the annual general meeting will be published six to four weeks before the meeting. The notice must include an agenda listing each item that shall be voted upon at the meeting. The notice of any extraordinary general meetings will be published six to three weeks before the meeting.

Record Date

Under the Swedish Companies Act, in order for a shareholder to participate in a shareholders' meeting, the shareholder must have its shares registered in its own name in the share register on the sixth banking day prior to the date of the general meeting. In accordance with section 9 of our articles of association, shareholders must give notice of their intention to attend the shareholders' meeting no later than the date specified in the notice.

Amendments to the Articles of Associations

Under the Swedish Companies Act, an amendment of our articles of association requires a resolution passed at a shareholders' meeting. The number of votes required for a valid resolution depends on the type of amendment, however, any amendment must be approved by not less than two-thirds of the votes cast and the shares represented at the meeting. The board of directors is not allowed to make amendments to the articles of association absent shareholder approval.

Provisions Restricting Change in Control of Our Company

Neither our articles of association nor the Swedish Companies Act contains any restrictions on change of control.

Number of Directors

Under the Swedish Companies Act, a public company shall have a board of directors consisting of at least three board members. At least half of the directors shall be resident within the European Economic Area (unless otherwise approved by the Swedish Companies Registration Office). The actual number of board members shall be determined by a shareholders' meeting, within the limits set out in the company's articles of association.

Removal of Directors

Under the Swedish Companies Act, directors appointed at a general meeting may be removed by a resolution adopted at a general meeting, upon the affirmative vote of a simple majority of the votes cast.

Vacancies on the Board of Directors

Under the Swedish Companies Act, if a board member's tenure should terminate prematurely, the other members of the board of directors shall take measures to appoint a new director for the remainder of the term, unless the outgoing board member was an employee representative. If the outgoing board member was elected by the shareholders, then the election of a new board member may be deferred until the time of the next annual general meeting, providing there are enough remaining board members to constitute a quorum.

Annual General Meeting

Under the Swedish Companies Act, within six months of the end of each fiscal year, the shareholders shall hold an ordinary general meeting (annual general meeting) at which the board of directors shall present the annual report and auditor's report and, for a parent company which is obliged to prepare group accounts, the group accounts and the auditor's report for the group. Section 9 of the company's articles of association state that general meetings shall be held in Malmö or Stockholm, as decided by the board of directors. The minutes of a shareholders' meeting must be available on the company's website no later than two weeks after the meeting.

Special Meeting

Under the Swedish Companies Act, the board of directors may convene an extraordinary general meeting whenever it believes reason exists to hold a general meeting prior to the next ordinary general meeting. The board of directors shall also convene an extraordinary general meeting when an auditor of the company or owners of not less than one-tenth of all shares in the company demand in writing that such a meeting be convened to address a specified matter.

Notices

Under the Swedish Companies Act, a general meeting of shareholders must be preceded by a notice. The notice of the annual general meeting of shareholders must be issued no sooner than six weeks and no later than four weeks before the date of an annual general meeting. In general, notice of other extraordinary general meetings must be issued no sooner than six weeks and no later than three weeks before the meeting. Listed public limited companies must always notify shareholders of a general meeting by advertisement in the Swedish Official Gazette and on the company's website.

Preemptive Rights

Under the Swedish Companies Act, shareholders of any class of shares have a preemptive right *(Sw. företrädesrätt)* to subscribe for shares issued of any class in proportion to their shareholdings. The preemptive right to subscribe does not apply in respect of shares issued for consideration other than cash or of shares issued pursuant to convertible debentures or warrants previously granted by the company. The preemptive right to subscribe for new shares may also be set aside by a resolution passed by two thirds of the votes cast and shares represented at the shareholders' meeting resolving upon the issue.

Shareholder Vote on Certain Transactions

In matters that do not relate to elections and are not otherwise governed by the Swedish Companies Act or the articles of association, resolutions shall be adopted at the general meeting by a simple majority of the votes cast. In the event of a tied vote, the chairman shall have the casting vote. For matters concerning securities of the company, such as new share issuances, and other transactions such as private placements, mergers and a change from a public to a private company (or vice-versa), the articles of association may only prescribe thresholds which are greater than those provided in the Swedish Companies Act.

Unless otherwise prescribed in the articles of association, the person who receives the most votes in an election shall be deemed elected. In general, a resolution involving the alteration of the articles of association shall be valid only when supported by shareholders holding not less than two-thirds of both the votes cast and the shares represented at the general meeting. The Swedish Companies Act lays out numerous exceptions for which a higher threshold applies, including restrictions on certain rights of shareholders, limits on the number of shares shareholders may vote at the general meeting and changes in the legal relationship between shares.

Listing

Our ADSs have been approved for listing on Nasdaq under the symbol "OTLY."

American Depositary Receipts

JPMorgan Chase Bank, N.A., as depositary, registers and delivers the ADSs. Each ADS represents an ownership interest in a designated number or percentage of shares deposited with the custodian, as agent of the depositary, under the deposit agreement among ourselves, the depositary, the ADR holders, and all beneficial owners of an interest in the ADSs evidenced by ADRs from time to time.

The depositary's office is located at 383 Madison Avenue, Floor 11, New York, NY 10179.

The ADS to share ratio is subject to amendment as provided in the form of ADR (which may give rise to fees contemplated by the form of ADR). Each ADS also represents any securities, cash or other property deposited with the depositary.

A beneficial owner is any person or entity having a beneficial ownership interest ADSs. A beneficial owner need not be the holder of the ADR evidencing such ADS. If a beneficial owner of ADSs is not an ADR holder, it must rely on the holder of the ADR(s) evidencing such ADSs in order to assert any rights or receive any benefits under the deposit agreement. A beneficial owner shall only be able to exercise any right or receive any benefit under the deposit agreement solely through the holder of the ADR(s) evidencing the ADSs owned by such beneficial owner. The arrangements between a beneficial owner of ADSs and the holder of the corresponding ADRs may affect the beneficial owner's ability to exercise any rights it may have.

An ADR holder shall be deemed to have all requisite authority to act on behalf of any and all beneficial owners of the ADSs evidenced by the ADRs registered in such ADR holder's name for all purposes under the deposit agreement and ADRs. The depositary's only notification obligations under the deposit agreement and the ADRs is to registered ADR holders. Notice to an ADR holder shall be deemed, for all purposes of the deposit agreement and the ADRs, to constitute notice to any and all beneficial owners of the ADSs evidenced by such ADR holder's ADRs.

Unless certificated ADRs are specifically requested, all ADSs will be issued on the books of our depositary in book-entry form and periodic statements will be mailed to you which reflect your ownership interest in such ADSs. In our description, references to American depositary receipts or ADRs shall include the statements you will receive which reflect your ownership of ADSs.

ADSs may be held either directly or indirectly through your broker or other financial institution. If ADSs are held directly, by having an ADS registered in the holders on the books of the depositary, the holder is an ADR holder. If the ADSs are held through a broker or financial institution nominee, the holder must rely on the procedures of such broker or financial institution to assert the rights of an ADR holder described in this section.

We do not treat an ADR holder or beneficial owner as a shareholder of ours and an ADR holder does not have any shareholder rights. Swedish law governs shareholder rights. Because the depositary or its nominee is the shareholder of record for the shares represented by all outstanding ADSs, shareholder rights rest with such record holder.

An ADR holder has the rights of an ADR holder or of a beneficial owner. A deposit agreement among us, the depositary and all ADR holders, and beneficial owners from time to time of ADRs issued under the deposit agreement and, in the case of a beneficial owner, from the arrangements between the beneficial owner and the holder of the corresponding ADRs sets out ADR holder rights as well as the rights and obligations of the depositary.

Because the depositary or its nominee is actually the registered owner of the shares, all ADR holders must rely on it to exercise the rights of a shareholder on an ADR holder's behalf. The deposit agreement, the ADRs and the ADSs are governed by New York law. Under the deposit agreement, as an

ADR holder or a beneficial owner of ADSs, you agree that any legal suit, action or proceeding against or involving us or the depositary, arising out of or based upon the deposit agreement, the ADSs or the transactions contemplated thereby, may only be instituted in a state or federal court in New York, New York, and you irrevocably waive any objection which you may have to the laying of venue of any such proceeding and irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

The following is a summary of what we believe to be the material terms of the deposit agreement. Notwithstanding this, because it is a summary, it may not contain all the information that you may otherwise deem important. For more complete information, all holders should read the entire deposit agreement and the form of ADR which has been filed as an exhibit to our Annual Report on Form 20-F for the year ended December 31, 2024, and the form of ADR attached thereto.

Share Dividends and Other Distributions

The depositary has agreed that, to the extent practicable, it will pay to ADS holders the cash dividends or other distributions it or the custodian receives on shares or other deposited securities, after converting any cash received into U.S. dollars (if it determines such conversion may be made on a reasonable basis) and, in all cases, making any necessary deductions provided for in the deposit agreement. An ADS holder will receive these distributions in proportion to the number of underlying securities that its ADSs represent.

Except as stated below, the depositary will deliver such distributions to ADR holders in proportion to their interests in the following manner:

•*Cash.* The depositary will distribute any U.S. dollars available to it resulting from a cash dividend or other cash distribution or the net proceeds of sales of any other distribution or portion thereof (to the extent applicable), on an averaged or other practicable basis, subject to (i) appropriate adjustments for taxes withheld, (ii) such distribution being impermissible or impracticable with respect to certain registered ADR holders, and (iii) deduction of the depositary's and/or its agents' expenses in (1) converting any foreign currency to U.S. dollars to the extent that it determines that such conversion may be made on a reasonable basis, (2) transferring foreign currency or U.S. dollars to the United States by such means as the depositary may determine to the extent that it determines that such transfer may be made on a reasonable basis, (3) obtaining any approval or license of any governmental authority required for such conversion or transfer, which is obtainable at a reasonable cost and within a reasonable time and (4) making any sale by public or private means in any commercially reasonable manner. If exchange rates fluctuate during a time when the depositary cannot convert a foreign currency, you may lose some or all of the value of the distribution.

•*Shares.* In the case of a distribution in shares, the depositary will issue additional ADRs to evidence the number of ADSs representing such shares. Only whole ADSs will be issued. Any shares which would result in fractional ADSs will be sold and the net proceeds will be distributed in the same manner as cash to the ADR holders entitled thereto.

•*Rights to receive additional shares.* In the case of a distribution of rights to subscribe for additional shares or other rights, if we timely provide evidence satisfactory to the depositary that it may lawfully distribute such rights, the depositary will distribute warrants or other instruments in the discretion of the depositary representing such rights. However, if we do not timely furnish such evidence, the depositary may:

(i) sell such rights if practicable and distribute the net proceeds in the same manner as cash to the ADR holders entitled thereto; or

(ii) if it is not practicable to sell such rights by reason of the non-transferability of the rights, limited markets therefor, their short duration or otherwise, do nothing and allow such rights to lapse, in which case ADR holders will receive nothing and the rights may lapse. We have no obligation to file a registration statement under the Securities Act, in order to make any rights available to ADR holders.

•*Other Distributions.* In the case of a distribution of securities or property other than those described above, the depositary may either (i) distribute such securities or property in any manner it deems equitable and practicable or (ii) to the extent the depositary deems distribution of such securities or property not to be equitable and practicable, sell such securities or property and distribute any net proceeds in the same way it distributes cash.

•*Elective Distributions.* In the case of a dividend payable at the election of our shareholders in cash or in additional shares, we will notify the depositary at least 30 days prior to the proposed distribution stating whether or not we wish such elective distribution to be made available to ADR holders. The depositary shall make such elective distribution available to ADR holders only if (i) we shall have timely requested that the elective distribution is available to ADR holders, (ii) the depositary shall have determined that such distribution is reasonably practicable and (iii) the depositary shall have received satisfactory documentation within the terms of the deposit agreement including any legal opinions of counsel that the depositary in its reasonable discretion may request. If the above conditions are not satisfied, the depositary shall, to the extent permitted by law, distribute to the ADR holders, on the basis of the same determination as is made in the local market in respect of the shares for which no election is made, either (x) cash or (y) additional ADSs representing such additional shares. If the above conditions are satisfied, the depositary shall establish procedures to enable ADR holders to elect the receipt of the proposed dividend in cash or in additional ADSs. There can be no assurance that ADR holders or beneficial owners of ADSs generally, or any ADR holder or beneficial owner of ADSs in particular, will be given the opportunity to receive elective distributions on the same terms and conditions as the holders of shares.

If the depositary determines in its discretion that any distribution described above is not practicable with respect to any specific registered ADR holder, the depositary may choose any method of distribution that it deems practicable for such ADR holder, including the distribution of foreign currency, securities or property, or it may retain such items, without paying interest on or investing them, on behalf of the ADR holder as deposited securities, in which case the ADSs will also represent the retained items.

Any U.S. dollars will be distributed by checks drawn on a bank in the United States for whole dollars and cents. Fractional cents will be withheld without liability and dealt with by the depositary in accordance with its then current practices.

The depositary is not responsible if it fails to determine that any distribution or action is lawful or reasonably practicable.

There can be no assurance that the depositary will be able to convert any currency at a specified exchange rate or sell any property, rights, shares or other securities at a specified price, nor that any of such transactions can be completed within a specified time period. All purchases and sales of securities will be handled by the depositary in accordance with its then current policies, which are currently set forth on the "Disclosures" page (or successor page) of www.adr.com (as updated by the depositary from time to time, "ADR.com").

Deposit, Withdrawal and Cancellation

The depositary will issue ADSs if an ADS holder or its broker deposit shares or evidence of rights to receive shares with the custodian and pay the fees and expenses owing to the depositary in connection with such issuance.

Shares deposited in the future with the custodian must be accompanied by certain delivery documentation and shall, at the time of such deposit, be registered in the name of JPMorgan Chase Bank, N.A., as depositary for the benefit of holders of ADRs or in such other name as the depositary shall direct.

The custodian will hold all deposited shares for the account and to the order of the depositary, in each case for the benefit of ADR holders, to the extent not prohibited by law. ADR holders and beneficial owners thus have no direct ownership interest in the shares and only have such rights as are contained in the deposit agreement. The custodian will also hold any additional securities, property and cash received on or in substitution for the deposited shares. The deposited shares and any such additional items are referred to as "deposited securities."

Deposited securities are not intended to, and shall not, constitute proprietary assets of the depositary, the custodian or their nominees. Beneficial ownership in deposited securities is intended to be, and shall at all times during the term of the deposit agreement continue to be, vested in the beneficial owners of the ADSs representing such deposited securities. Notwithstanding anything else contained herein, in the deposit agreement, in the form of ADR and/or in any outstanding ADSs, the depositary, the custodian and their respective nominees are intended to be, and shall at all times during the term of the deposit agreement be, the record holder(s) only of the deposited securities represented by the ADSs for the benefit of the ADR holders. The depositary, on its own behalf and on behalf of the custodian and their respective nominees, disclaims any beneficial ownership interest in the deposited securities held on behalf of the ADR holders.

Upon each deposit of shares, receipt of related delivery documentation and compliance with the other provisions of the deposit agreement, including the payment of the fees and charges of the depositary and any taxes or other fees or charges owing, the depositary will issue an ADR or ADRs in the name or upon the order of the person entitled thereto evidencing the number of ADSs to which such person is entitled. All of the ADSs issued will, unless specifically requested to the contrary, be part of the depositary's direct registration system, and a registered holder will receive periodic statements from the depositary which will show the number of ADSs registered in such holder's name. An ADR holder can request that the ADSs not be held through the depositary's direct registration system and that a certificated ADR be issued.

When an ADR holders turns in its ADR certificate at the depositary's office, or when an ADR holder provides proper instructions and documentation in the case of direct registration ADSs, the depositary will, upon payment of certain applicable fees, charges and taxes, deliver the underlying shares to the ADR holder or upon the ADR holder's written order. At your risk, expense and request, the depositary may deliver deposited securities at such other place as you may request.

The depositary may only restrict the withdrawal of deposited securities in connection with:

•temporary delays caused by closing our transfer books or those of the depositary or the deposit of shares in connection with voting at a shareholders' meeting, or the payment of dividends;

•the payment of fees, taxes and similar charges; or

•compliance with any U.S. or foreign laws or governmental regulations relating to the ADRs or to the withdrawal of deposited securities.

This right of withdrawal may not be limited by any other provision of the deposit agreement.

Record Dates

The depositary may, after consultation with us if practicable, fix record dates (which, to the extent applicable, shall be as near as practicable to any corresponding record dates set by us) for the determination of the registered ADR holders who will be entitled (or obligated, as the case may be):

•to receive any distribution on or in respect of deposited securities,

•to give instructions for the exercise of voting rights at a meeting of holders of shares,

•to pay any fees, expenses or charges assessed by, or owing to, the depositary for administration of the ADR program as provided for in the ADR, or

•to receive any notice or to act in respect of other matters,

all subject to the provisions of the deposit agreement.

Voting Rights

An ADR holder may instruct the depositary how to exercise the voting rights for the shares which underlie its ADSs. As soon as practicable after receipt from us of notice of any meeting at which the holders of shares are entitled to vote, or of our solicitation of consents or proxies from holders of shares, the depositary shall fix the ADS record date in accordance with the provisions of the deposit agreement, provided that if the depositary receives a written request from us in a timely manner and at least 30 days prior to the date of such vote or meeting, the depositary shall, at our expense, distribute to the registered ADR holders a "voting notice" stating (i) final information particular to such vote and meeting and any solicitation materials, (ii) that each ADR holder on the record date set by the depositary will, subject to any applicable provisions of Swedish law, be entitled to instruct the depositary as to the exercise of the voting rights, if any, pertaining to the deposited securities represented by the ADSs evidenced by such ADR holder's ADRs and (iii) the manner in which such instructions may be given, including instructions for giving a discretionary proxy to a person designated by us. Each ADR holder shall be solely responsible for the forwarding of voting notices to the beneficial owners of ADSs registered in such ADR holder's name. There is no guarantee that ADR holders and beneficial owners generally or any holder or beneficial owner in particular will receive the notice described above with sufficient time to enable such ADR holder or beneficial owner to return any voting instructions to the depositary in a timely manner.

Following actual receipt by the ADR department responsible for proxies and voting of ADR holders' instructions (including, without limitation, instructions of any entity or entities acting on behalf of the nominee for DTC), the depositary shall, in the manner and on or before the time established by the depositary for such purpose, endeavor to vote or cause to be voted the deposited securities represented by the ADSs evidenced by such ADR holders' ADRs in accordance with such instructions insofar as practicable and permitted under the provisions of or governing deposited securities.

ADR holders are strongly encouraged to forward their voting instructions to the depositary as soon as possible. For instructions to be valid, the ADR department of the depositary that is responsible for proxies and voting must receive them in the manner and on or before the time specified, notwithstanding that such instructions may have been physically received by the depositary prior to such time. The depositary will not itself exercise any voting discretion in respect of deposited securities. The depositary and its agents will not be responsible for any failure to carry out any instructions to vote any of the deposited securities, for the manner in which any voting instructions are given, including instructions to give a discretionary proxy to a person designated by us, for the manner in which any vote is cast, including, without limitation, any vote cast by a person to whom the depositary is instructed to grant a discretionary proxy, or for the effect of any such vote. Notwithstanding anything contained in the deposit agreement or any ADR, the depositary may, to the extent not prohibited by any law, rule, or regulation, or by the rules, regulations or requirements of any stock exchange on which the ADSs are listed, in lieu of distribution of the materials provided to the depositary in connection with any meeting of or solicitation of consents or proxies from holders of deposited securities, distribute to the registered holders of ADRs a notice that provides such ADR holders with or otherwise publicizes to such ADR holders instructions on how to retrieve such materials or receive such materials upon request (i.e., by reference to a website containing the materials for retrieval or a contact for requesting copies of the materials).

There is no guarantee that you will receive voting materials in time to instruct the depositary to vote and it is possible that you, or persons who hold their ADSs through brokers, dealers or other third parties, will not have the opportunity to exercise a right to vote.

Reports and Other Communications

The depositary will make available for inspection by ADR holders at the offices of the depositary the deposit agreement, the provisions of or governing deposited securities, and any written communications from us which are both received by the custodian or its nominee as a holder of deposited securities and made generally available to the holders of deposited securities.

Additionally, if we make any written communications generally available to holders of our shares, and we furnish copies thereof (or English translations or summaries) to the depositary, it will distribute the same to registered ADR holders.

Fees and Expenses

The depositary may charge each person to whom ADSs are issued, including, without limitation, issuances against deposits of shares, issuances in respect of share distributions, rights and other distributions, issuances pursuant to a stock dividend or stock split declared by us or issuances pursuant to a merger, exchange of securities or any other transaction or event affecting the ADSs or deposited securities, and each person surrendering ADSs for withdrawal of deposited securities or whose ADRs are cancelled or reduced for any other reason, $5.00 for each 100 ADSs (or any portion thereof) issued, delivered, reduced, cancelled or surrendered, or upon which a share distribution or elective distribution is made or offered, as the case may be. The depositary may sell (by public or private sale) sufficient securities and property received in respect of a share distribution, rights and/or other distribution prior to such deposit to pay such charge.

The following additional charges shall also be incurred by the ADR holders, the beneficial owners, by any party depositing or withdrawing shares or by any party surrendering ADSs and/or to whom ADSs are issued (including, without limitation, issuance pursuant to a stock dividend or stock split declared by us or an exchange of stock regarding the ADSs or the deposited securities or a distribution of ADSs), whichever is applicable:

•a fee of U.S.$0.05 or less per ADS held for any cash distribution made, or for any elective cash/stock dividend offered, pursuant to the deposit agreement;

•an aggregate fee of U.S.$0.05 or less per ADS per calendar year (or portion thereof) for services performed by the depositary in administering the ADRs (which fee may be charged on a periodic basis during each calendar year and shall be assessed against holders of ADRs as of the record date or record dates set by the depositary during each calendar year and shall be payable in the manner described in the next succeeding provision);

•a fee for the reimbursement of such fees, charges and expenses as are incurred by the depositary and/or any of its agents (including, without limitation, the custodian and expenses incurred on behalf of ADR holders in connection with compliance with foreign exchange control regulations or any law or regulation relating to foreign investment) in connection with the servicing of the shares or other deposited securities, the sale of securities (including, without limitation, deposited securities), the delivery of deposited securities or otherwise in connection with the depositary's or its custodian's compliance with applicable law, rule or regulation (which fees and charges shall be assessed on a proportionate basis against ADR holders as of the record date or dates set by the depositary and shall be payable at the sole discretion of the depositary by billing such ADR holders or by deducting such charge from one or more cash dividends or other cash distributions);

•a fee for the distribution of securities (or the sale of securities in connection with a distribution), such fee being in an amount equal to the $0.05 per ADS issuance fee for the execution and delivery of ADSs which would have been charged as a result of the deposit of such securities (treating all such securities as if they were shares) but which securities or the net cash proceeds from the sale thereof are instead distributed by the depositary to those ADR holders entitled thereto;

•stock transfer or other taxes and other governmental charges;

•cable, telex and facsimile transmission and delivery charges incurred at your request in connection with the deposit or delivery of shares, ADRs or deposited securities;

•transfer or registration fees for the registration of transfer of deposited securities on any applicable register in connection with the deposit or withdrawal of deposited securities; and

•fees of any division, branch or affiliate of the depositary utilized by the depositary to direct, manage and/or execute any public and/or private sale of securities under the deposit agreement.

To facilitate the administration of various depositary receipt transactions, including disbursement of dividends or other cash distributions and other corporate actions, the depositary may engage the foreign exchange desk within JPMorgan Chase Bank, N.A. (the "Bank") and/or its affiliates in order to enter into spot foreign exchange transactions to convert foreign currency into U.S. dollars. For certain currencies, foreign exchange transactions are entered into with the Bank or an affiliate, as the case may be, acting in a principal capacity. For other currencies, foreign exchange transactions are routed directly to and managed by an unaffiliated local custodian (or other third party local liquidity provider), and neither the Bank nor any of its affiliates is a party to such foreign exchange transactions.

The foreign exchange rate applied to a foreign exchange transaction will be either (a) a published benchmark rate, or (b) a rate determined by a third party local liquidity provider, in each case plus or minus a spread, as applicable. The depositary will disclose which foreign exchange rate and spread, if any, apply to such currency on the "Disclosures" page (or successor page) of ADR.com. Such applicable foreign exchange rate and spread may (and neither the depositary, the Bank nor any of their affiliates is under any obligation to ensure that such rate does not) differ from rates and spreads at which comparable transactions are entered into with other customers or the range of foreign exchange rates and spreads at which the Bank or any of its affiliates enters into foreign exchange transactions in the relevant currency pair on the date of the foreign exchange transaction. Additionally, the timing of execution of a foreign exchange transaction varies according to local market dynamics, which may include regulatory requirements, market hours and liquidity in the foreign exchange market or other factors. Furthermore, the Bank and its affiliates may manage the associated risks of their position in the market in a manner they deem appropriate without regard to the impact of such activities on the depositary, us, holders or beneficial owners. The spread applied does not reflect any gains or losses that may be earned or incurred by the Bank and its affiliates as a result of risk management or other hedging related activity.

Notwithstanding the foregoing, to the extent we provide U.S. dollars to the depositary, neither the Bank nor any of its affiliates will execute a foreign exchange transaction as set forth herein. In such case, the depositary will distribute the U.S. dollars received from us.

Further details relating to the applicable foreign exchange rate, the applicable spread and the execution of foreign exchange transactions will be provided by the depositary on ADR.com. Each holder and beneficial owner by holding or owning an ADR or ADS or an interest therein, and we, each acknowledge and agree that the terms applicable to foreign exchange transactions disclosed from time to time on ADR.com will apply to any foreign exchange transaction executed pursuant to the deposit agreement.

We will pay all other charges and expenses of the depositary and any agent of the depositary (except the custodian) pursuant to agreements from time to time between us and the depositary.

The right of the depositary to receive payment of fees, charges and expenses survives the termination of the deposit agreement, and shall extend for those fees, charges and expenses incurred prior to the effectiveness of any resignation or removal of the depositary.

The fees and charges described above may be amended from time to time by agreement between us and the depositary.

The depositary may make available to us a set amount or a portion of the depositary fees charged in respect of the ADR program or otherwise upon such terms and conditions as we and the depositary may agree from time to time. The depositary collects its fees for issuance and cancellation of ADSs directly from investors depositing shares or surrendering ADSs for the purpose of withdrawal or from intermediaries acting for them. The depositary collects

fees for making distributions to investors by deducting those fees from the amounts distributed or by selling a portion of distributable property to pay the fees. The depositary may collect its annual fee for depositary services by deduction from cash distributions, or by directly billing investors, or by charging the book-entry system accounts of participants acting for them. The depositary will generally set off the amounts owing from distributions made to holders of ADSs. If, however, no distribution exists and payment owing is not timely received by the depositary, the depositary may refuse to provide any further services to ADR holders that have not paid those fees and expenses owing until such fees and expenses have been paid. At the discretion of the depositary, all fees and charges owing under the deposit agreement are due in advance and/or when declared owing by the depositary.

Payment of Taxes

ADR holders or beneficial owners must pay any tax or other governmental charge payable by the custodian or the depositary on any ADS or ADR, deposited security or distribution. If any taxes or other governmental charges (including any penalties and/or interest) shall become payable by or on behalf of the custodian or the depositary with respect to any ADR, any deposited securities represented by the ADSs evidenced thereby or any distribution thereon, such tax or other governmental charge shall be paid by the ADR holder thereof to the depositary and by holding or owning, or having held or owned, an ADR or any ADSs evidenced thereby, the ADR holder and all beneficial owners thereof, and all prior ADR holders and beneficial owners thereof, jointly and severally, agree to indemnify, defend and save harmless each of the depositary and its agents in respect of such tax or governmental charge. Each ADR holder and beneficial owner of ADSs, and each prior ADR holder and beneficial owner of ADs, by holding or owning, or having held or owned, an ADR or an interest in ADSs acknowledges and agrees that the depositary shall have the right to seek payment of any taxes or governmental charges owing with respect to their relevant ADRs from any one or more such current or prior ADR holder or beneficial owner of ADSs, as determined by the depositary in its sole discretion, without any obligation to seek payment of amounts owing from any other current or prior ADR holder or beneficial owner of ADSs. If an ADR holder owes any tax or other governmental charge, the depositary may (i) deduct the amount thereof from any cash distributions, or (ii) sell deposited securities (by public or private sale) and deduct the amount owing from the net proceeds of such sale. In either case the ADR holder remains liable for any shortfall. If any tax or governmental charge is unpaid, the depositary may also refuse to effect any registration, registration of transfer, split-up or combination of deposited securities or withdrawal of deposited securities until such payment is made. If any tax or governmental charge is required to be withheld on any cash distribution, the depositary may deduct the amount required to be withheld from any cash distribution or, in the case of a non-cash distribution, sell the distributed property or securities (by public or private sale) in such amounts and in such manner as the depositary deems necessary and practicable to pay such taxes and distribute any remaining net proceeds or the balance of any such property after deduction of such taxes to the ADR holders entitled thereto.

As an ADR holder or beneficial owner, you will be agreeing to indemnify us, the depositary, its custodian and any of our or their respective officers, directors, employees, agents and affiliates against, and hold each of them harmless from, any claims by any governmental authority with respect to taxes, additions to tax, penalties or interest arising out of any refund of taxes, reduced rate of withholding at source or other tax benefit obtained.

Reclassifications, Recapitalizations and Mergers

If we take certain actions that affect the deposited securities, including (i) any change in par value, split-up, consolidation, cancellation or other reclassification of deposited securities or (ii) any distributions of shares or other property not made to holders of ADRs or (iii) any recapitalization, reorganization, merger, consolidation, liquidation, receivership, bankruptcy or sale of all or substantially all of our assets, then the depositary may choose to, and shall if reasonably requested by us:

•amend the form of ADR;

•distribute additional or amended ADRs;

•distribute cash, securities or other property it has received in connection with such actions;

•sell any securities or property received and distribute the proceeds as cash; or

•none of the above.

If the depositary does not choose any of the above options, any of the cash, securities or other property it receives will constitute part of the deposited securities and each ADS will then represent a proportionate interest in such property.

Amendment and Termination

Amendment

We may agree with the depositary to amend the deposit agreement and the ADSs without the ADR holders' consent for any reason. ADR holders must be given at least 30 days' notice of any amendment that imposes or increases any fees or charges (other than stock transfer or other taxes and other governmental charges, transfer or registration fees, SWIFT, cable, telex or facsimile transmission costs, delivery costs or other such expenses), or otherwise prejudices any substantial existing right of ADR holders or beneficial owners. Such notice need not describe in detail the specific amendments effectuated thereby, but must identify to ADR holders and beneficial owners a means to access the text of such amendment. If an ADR holder continues to hold an ADR or ADRs after being so notified, such ADR holder and any beneficial owner are deemed to agree to such amendment and to be bound by the deposit agreement as so amended. No amendment, however, will impair your right to surrender your ADSs and receive the underlying securities, except in order to comply with mandatory provisions of applicable law.

Any amendments or supplements which (i) are reasonably necessary (as agreed by us and the depositary) in order for (a) the ADSs to be registered on Form F-6 under the Securities Act or (b) the ADSs or shares to be traded solely in electronic book-entry form and (ii) do not in either such case impose or increase any fees or charges to be borne by ADR holders, shall be deemed not to prejudice any substantial rights of ADR holders or beneficial owners. Notwithstanding the foregoing, if any governmental body or regulatory body should adopt new laws, rules or regulations which would require amendment or supplement of the deposit agreement or the form of ADR to ensure compliance therewith, we and the depositary may amend or supplement the deposit agreement and the ADR at any time in accordance with such changed laws, rules or regulations. Such amendment or supplement to the deposit agreement in such circumstances may become effective before a notice of such amendment or supplement is given to ADR holders or within any other period of time as required for compliance.

Notice of any amendment to the deposit agreement or form of ADRs shall not need to describe in detail the specific amendments effectuated thereby, and failure to describe the specific amendments in any such notice shall not render such notice invalid, provided, however, that, in each such case, the notice given to the ADR holders identifies a means for ADR holders and beneficial owners to retrieve or receive the text of such amendment (i.e., upon retrieval from the SEC's, the depositary's or our website or upon request from the depositary).

Termination

The depositary may, and shall at our written direction, terminate the deposit agreement and the ADRs by mailing notice of such termination to the registered holders of ADRs at least 30 days prior to the date fixed in such notice for such termination; provided, however, if the depositary shall have (i) resigned as depositary under the deposit agreement, notice of such termination by the depositary shall not be provided to registered ADR holders unless a successor depositary shall not be operating under the deposit agreement within 60 days of the date of such resignation, and (ii) been removed as depositary under the deposit agreement, notice of such termination by the depositary shall not be provided to registered holders of ADRs unless a successor depositary shall not be operating under the deposit agreement on the 60th day after our notice of removal was first provided to the depositary. Notwithstanding anything to the contrary herein, the depositary may terminate the deposit agreement without notifying us, but subject to giving 30 days' notice to the ADR holders, under the following circumstances: (i) in the event of our bankruptcy or insolvency, (ii) if the Shares cease to be listed on an internationally recognized stock exchange, (iii) if we effect (or will effect) a redemption of all or substantially all of the deposited securities, or a cash or share distribution representing a return of all or substantially all of the value of the deposited securities, or (iv) there occurs a merger, consolidation, sale of assets or other transaction as a result of which securities or other property are delivered in exchange for or in lieu of deposited securities.

After the date fixed for termination (a) all direct registration ADRs shall cease to be eligible for the direct registration system and shall be considered ADRs issued on the ADR register maintained by the depositary and (b) the depositary shall use its reasonable efforts to ensure that the ADSs cease to be DTC eligible so that neither DTC

nor any of its nominees shall thereafter be a holder of ADRs. At such time as the ADSs cease to be DTC eligible and/or neither DTC nor any of its nominees is a holder of ADRs, the depositary shall (a) instruct its custodian to deliver all shares and/or deposited securities to us along with a general stock power that refers to the names set forth on the ADR register maintained by the depositary and (b) provide us with a copy of the ADR register maintained by the depositary. Upon receipt of such shares and/or deposited securities and the ADR register maintained by the depositary, we have agreed to use our best efforts to issue to each register ADR holder a share certificate representing the shares represented by the ADSs reflected on the ADR register maintained by the depositary in such registered ADR holder's name and to deliver such share certificate to the registered ADR holder at the address set forth on the ADR register maintained by the depositary. After providing such instruction to the custodian and delivering a copy of the ADR register to us, the depositary and its agents will perform no further acts under the deposit agreement or the ADRs and shall cease to have any obligations under the deposit agreement and/or the ADRs. After we receive the copy of the ADR register and the shares and/or deposited securities from the depositary, we shall be discharged from all obligations under the deposit agreement except (i) to distribute the shares to the registered ADR holders entitled thereto and (ii) for its obligations to the depositary and its agents.

Notwithstanding anything to the contrary, in connection with any such termination, the depositary may, in its sole discretion and without notice to us, establish an unsponsored American depositary share program (on such terms as the depositary may determine) for our shares and make available to ADR holders a means to withdraw the shares represented by the ADSs issued under the deposit agreement and to direct the deposit of such shares into such unsponsored American depositary share program, subject, in each case, to receipt by the depositary, at its discretion, of the fees, charges and expenses provided for under the deposit agreement and the fees, charges and expenses applicable to the unsponsored American depositary share program.

Limitations on Obligations and Liability to ADR holders

Limits on our obligations and the obligations of the depositary; limits on liability to ADR holders and holders of ADSs

Prior to the issue, registration, registration of transfer, split-up, combination, or cancellation of any ADRs, or the delivery of any distribution in respect thereof, and from time to time in the case of the production of proofs as described below, we or the depositary or its custodian may require:

•payment with respect thereto of (i) any stock transfer or other tax or other governmental charge, (ii) any stock transfer or registration fees in effect for the registration of transfers of shares or other deposited securities upon any applicable register and (iii) any applicable fees and expenses described in the deposit agreement;

•the production of proof satisfactory to it of (i) the identity of any signatory and genuineness of any signature and (ii) such other information, including without limitation, information as to citizenship, residence, exchange control approval, beneficial or other ownership of, or interest in, any securities, compliance with applicable law, regulations, provisions of or governing deposited securities and terms of the deposit agreement and the ADRs, as it may deem necessary or proper; and

•compliance with such regulations as the depositary may establish consistent with the deposit agreement.

The issuance of ADRs, the acceptance of deposits of shares, the registration, registration of transfer, split-up or combination of ADRs or the withdrawal of shares, may be suspended, generally or in particular instances, when the ADR register or any register for deposited securities is closed or when any such action is deemed advisable by the depositary; provided that the ability to withdraw shares may only be limited under the following circumstances: (i) temporary delays caused by closing transfer books of the depositary or our transfer books or the deposit of shares in connection with voting at a shareholders' meeting, or the payment of dividends, (ii) the payment of fees, taxes, and similar charges, and (iii) compliance with any laws or governmental regulations relating to ADRs or to the withdrawal of deposited securities.

The deposit agreement expressly limits the obligations and liability of the depositary, the depositary's custodian or ourselves and each of our and their respective agents, provided, however, that no provision of the deposit agreement is intended to constitute a waiver or limitation of any rights which ADR holders or beneficial owners of ADSs may have under the Securities Act or the Exchange Act, to the extent applicable. The deposit agreement provides that each of us, the depositary and our respective agents will:

•incur no liability to holders or beneficial owners) if any present or future law, rule, regulation, fiat, order or decree of the United States, the Kingdom of Sweden or any other country or jurisdiction, or of any governmental or regulatory authority or securities exchange or market or automated quotation system, the provisions of or governing any deposited securities, any present or future provision of our charter, any act of God, war, terrorism, naturalization, epidemic, pandemic, expropriation, currency restrictions, work stoppage, strike, civil unrest, revolutions, rebellions, explosions, computer failure or circumstance beyond our, the depositary's or our respective agents' direct and immediate control shall prevent or delay, or shall cause any of them to be subject to any civil or criminal penalty in connection with, any act which the deposit agreement or the ADRs provide shall be done or performed by us, the depositary or our respective agents (including, without limitation, voting);

•incur or assume no liability to holders or beneficial owners by reason of any non-performance or delay, caused as aforesaid, in the performance of any act or things which by the terms of the deposit agreement it is provided shall or may be done or performed or any exercise or failure to exercise discretion under the deposit agreement or the ADRs including, without limitation, any failure to determine that any distribution or action may be lawful or reasonably practicable;

•incur or assume no liability to holders or beneficial owners if it performs its obligations under the deposit agreement and ADRs without gross negligence or willful misconduct;

•in the case of the depositary and its agents, be under no obligation to appear in, prosecute or defend any action, suit or other proceeding in respect of any deposited securities the ADSs or the ADRs;

•in the case of us and our agents, be under no obligation to appear in, prosecute or defend any action, suit or other proceeding in respect of any deposited securities the ADSs or the ADRs, which in our or our agents' opinion, as the case may be, may involve it in expense or liability, unless indemnity satisfactory to us or our agent, as the case may be against all expense (including fees and disbursements of counsel) and liability be furnished as often as may be requested;

•not be liable to holders or beneficial owners for any action or inaction by it in reliance upon the advice of or information from any legal counsel, any accountant, any person presenting shares for deposit, any registered holder of ADRs, or any other person believed by it to be competent to give such advice or information and/or, in the case of the depositary, us; or

•may rely and shall be protected in acting upon any written notice, request, direction, instruction or document believed by it to be genuine and to have been signed, presented or given by the proper party or parties.

Neither the depositary nor its agents have any obligation to appear in, prosecute or defend any action, suit or other proceeding in respect of any deposited securities, the ADSs or the ADRs. We and our agents shall only be obligated to appear in, prosecute or defend any action, suit or other proceeding in respect of any deposited securities, the ADSs or the ADRs, which in our opinion may involve us in expense or liability, if indemnity satisfactory to us against all expense (including fees and disbursements of counsel) and liability is furnished as often as may be required. The depositary and its agents may fully respond to any and all demands or requests for information maintained by or on its behalf in connection with the deposit agreement, any registered holder or holders of ADRs, any ADRs or otherwise related to the deposit agreement or ADRs to the extent such information is requested or required by or pursuant to any lawful authority, including without limitation laws, rules, regulations, administrative or judicial process, banking, securities or other regulators. The depositary shall not be liable for the acts or omissions made by, or the insolvency of, any securities depository, clearing agency or settlement system. Furthermore, the depositary shall not be responsible for, and shall incur no liability in connection with or arising from, the insolvency

of any custodian that is not a branch or affiliate of JPMorgan Chase Bank N.A. Notwithstanding anything to the contrary contained in the deposit agreement or any ADRs, the depositary shall not be responsible for, and shall incur no liability in connection with or arising from, any act or omission to act on the part of the custodian except to the extent that any registered ADR holder has incurred liability directly as a result of the custodian having (i) committed fraud or willful misconduct in the provision of custodial services to the depositary or (ii) failed to use reasonable care in the provision of custodial services to the depositary as determined in accordance with the standards prevailing in the jurisdiction in which the custodian is located. The depositary and the custodian(s) may use third party delivery services and providers of information regarding matters such as, but not limited to, pricing, proxy voting, corporate actions, class action litigation and other services in connection with the ADRs and the deposit agreement, and use local agents to provide services such as, but not limited to, attendance at any meetings of security holders of issuers. Although the depositary and the custodian will use reasonable care (and cause their agents to use reasonable care) in the selection and retention of such third party providers and local agents, they will not be responsible for any errors or omissions made by them in providing the relevant information or services. The depositary shall not have any liability for the price received in connection with any sale of securities, the timing thereof or any delay in action or omission to act nor shall it be responsible for any error or delay in action, omission to act, default or negligence on the part of the party so retained in connection with any such sale or proposed sale.

The depositary has no obligation to inform ADR holders or beneficial owners about the requirements of the laws, rules or regulations or any changes therein or thereto of the Kingdom of Sweden, the United States or any other country or jurisdiction or of any governmental or regulatory authority or any securities exchange or market or automated quotation system.

Additionally, none of the depositary, the custodian or us shall be liable for the failure by any registered holder of ADRs or beneficial owner therein to obtain the benefits of credits or refunds of non-U.S. tax paid against such ADR holder's or beneficial owner's income tax liability. The depositary is under no obligation to provide the ADR holders and beneficial owners, or any of them, with any information about our tax status. Neither the depositary or us shall incur any liability for any tax or tax consequences that may be incurred by registered ADR holders or beneficial owners on account of their ownership or disposition of ADRs or ADSs.

Neither the depositary nor its agents will be responsible for any failure to carry out any instructions to vote any of the deposited securities, for the manner in which any voting instructions are given, including instructions to give a discretionary proxy to a person designated by us, for the manner in which any vote is cast, including, without limitation, any vote cast by a person to whom the depositary is instructed to grant a discretionary proxy, or for the effect of any such vote. The depositary may rely upon instructions from us or our counsel in respect of any approval or license required for any currency conversion, transfer or distribution. The depositary shall not incur any liability for the content of any information submitted to it by us or on our behalf for distribution to ADR holders or for any inaccuracy of any translation thereof, for any investment risk associated with acquiring an interest in the deposited securities, for the validity or worth of the deposited securities, for the credit-worthiness of any third party, for allowing any rights to lapse upon the terms of the deposit agreement or for the failure or timeliness of any notice from us. The depositary shall not be liable for any acts or omissions made by a successor depositary whether in connection with a previous act or omission of the depositary or in connection with any matter arising wholly after the removal or resignation of the depositary. Neither the depositary nor any of its agents shall be liable to ADR or beneficial owners of ADSs for any indirect, special, punitive or consequential damages (including, without limitation, legal fees and expenses) or lost profits, in each case of any form incurred by any person or entity (including, without limitation holders or beneficial owners of ADRs and ADSs), whether or not foreseeable and regardless of the type of action in which such a claim may be brought.

In the deposit agreement each party thereto (including, for avoidance of doubt, each ADR holder and beneficial owner) irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any suit, action or proceeding against the depositary and/or us directly or indirectly arising out of or relating to the

shares or other deposited securities, the ADSs or the ADRs, the deposit agreement or any transaction contemplated therein, or the breach thereof (whether based on contract, tort, common law or any other theory). No provision of the deposit agreement or the ADRs is intended to constitute a waiver or limitation of any rights which an ADR holder or any beneficial owner may have under the Securities Act or the Exchange Act, to the extent applicable.

The depositary and its agents may own and deal in any class of securities of our company and our affiliates and in ADRs.

Disclosure of Interest in ADSs

To the extent that the provisions of or governing any deposited securities may require disclosure of or impose limits on beneficial or other ownership of, or interest in, deposited securities, other shares and other securities and may provide for blocking transfer, voting or other rights to enforce such disclosure or limits, you as ADR holders or beneficial owners agree to comply with all such disclosure requirements and ownership limitations and to comply with any reasonable instructions we may provide in respect thereof. We reserve the right to instruct you (and through you as an ADR holder, the beneficial owner of your ADSs) to deliver your ADSs for cancellation and withdrawal of the deposited securities so as to permit us to deal with you and/or the beneficial owner of your ADSs directly as a holder of shares and, by holding an ADS or an interest therein, you and beneficial owners will be agreeing to comply with such instructions.

Books of Depositary

The depositary or its agent will maintain a register for the registration, registration of transfer, combination and split-up of ADRs, which register shall include the depositary's direct registration system. Registered holders of ADRs may inspect such records at the depositary's office at all reasonable times, but solely for the purpose of communicating with other ADR holders in the interest of the business of our company or a matter relating to the deposit agreement. Such register (and/or any portion thereof) may be closed at any time or from time to time, when deemed expedient by the depositary.

The depositary will maintain facilities for the delivery and receipt of ADRs.

Appointment

In the deposit agreement, each registered holder of ADRs and each beneficial owner, upon acceptance of any ADSs or ADRs (or any interest in any of them) issued in accordance with the terms and conditions of the deposit agreement will be deemed for all purposes to:

•be a party to and bound by the terms of the deposit agreement and the applicable ADR or ADRs,

•appoint the depositary its attorney-in-fact, with full power to delegate, to act on its behalf and to take any and all actions contemplated in the deposit agreement and the applicable ADR or ADRs, to adopt any and all procedures necessary to comply with applicable laws and to take such action as the depositary in its sole discretion may deem necessary or appropriate to carry out the purposes of the deposit agreement and the applicable ADR and ADRs, the taking of such actions to be the conclusive determinant of the necessity and appropriateness thereof; and

•acknowledge and agree that (i) nothing in the deposit agreement or any ADR shall give rise to a partnership or joint venture among the parties thereto, nor establish a fiduciary or similar relationship among such parties, (ii) the depositary, its divisions, branches and affiliates, and their respective agents, may from time to time be in the possession of non-public information about us, ADR holders, beneficial owners and/or their respective affiliates, (iii) the depositary and its divisions, branches and affiliates may at any time have multiple banking relationships with us, ADR holders, beneficial owners and/or the affiliates of any of them, (iv) the depositary

and its divisions, branches and affiliates may, from time to time, be engaged in transactions in which parties adverse to us or ADR holders or beneficial owners may have interests, (v) nothing contained in the deposit agreement or any ADR(s) shall (A) preclude the depositary or any of its divisions, branches or affiliates from engaging in any such transactions or establishing or maintaining any such relationships, or (B) obligate the depositary or any of its divisions, branches or affiliates to disclose any such transactions or relationships or to account for any profit made or payment received in any such transactions or relationships, (vi) the depositary shall not be deemed to have knowledge of any information held by any branch, division or affiliate of the depositary and (vii) notice to an ADR holder shall be deemed, for all purposes of the deposit agreement and the ADRs, to constitute notice to any and all beneficial owners of the ADSs evidenced by such ADR holder's ADRs. For all purposes under the deposit agreement and the ADRs, the ADR holders thereof shall be deemed to have all requisite authority to act on behalf of any and all beneficial owners of the ADSs evidenced by such ADRs.

Governing Law

The deposit agreement, the ADSs and the ADRs are governed by and construed in accordance with the internal laws of the State of New York. In the deposit agreement, we have submitted to the non-exclusive jurisdiction of the courts of the State of New York and appointed an agent for service of process on our behalf. Any action based on the deposit agreement, the ADSs, the ADRs or the transactions contemplated therein or thereby may also be instituted by the depositary against us in any competent court in the Kingdom of Sweden, the United States and/or any other court of competent jurisdiction.

Under the deposit agreement, by holding or owning an ADR or ADS or an interest therein, ADR holders and beneficial owners each irrevocably agree that any legal suit, action or proceeding against or involving us or the depositary, arising out of or based upon the deposit agreement, the ADSs, the ADRs or the transactions contemplated thereby, may only be instituted in a state or federal court in New York, New York, and each irrevocably waives any obligation which it may have to the laying of venue of any such proceeding, and irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

Jury Trial Waiver

In the deposit agreement, each party thereto (including, for the avoidance of doubt, each holder and beneficial owner of, and/or holder of interests in, ADSs or ADRs) irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any suit, action or proceeding against the depositary and/or us directly or indirectly arising out of, based on or relating in any way to the shares or other deposited securities, the ADSs or the ADRs, the deposit agreement or any transaction contemplated therein, or the breach thereof (whether based on contract, tort, common law or any other theory), including any claim under the U.S. federal securities laws.

If we or the depositary were to oppose a jury trial demand based on such waiver, the court would determine whether the waiver was enforceable in the facts and circumstances of that case in accordance with applicable state and federal law, including whether a party knowingly, intelligently and voluntarily waived the right to a jury trial. The waiver to right to a jury trial in the deposit agreement is not intended to be deemed a waiver by any holder or beneficial owner of ADSs of our or the depositary's compliance with the U.S. federal securities laws and the rules and regulations promulgated thereunder.

Exhibit 2.3

AMENDMENT NO. 1 TO DEPOSIT AGREEMENT AMONG OATLY GROUP AB, JPMORGAN CHASE BANK, N.A., AS DEPOSITARY, AND HOLDERS AND BENEFICIAL OWNERS OF AMERICAN DEPOSITARY RECEIPTS

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AMENDMENT NO. 1, dated as of February 12, 2025 (this "**Amendment**"), to the Deposit Agreement, dated as of May 19, 2021 (as amended from time to time, the "**Deposit Agreement**"), among OATLY GROUP AB and its successors (the **"Company"**), JPMORGAN CHASE BANK, N.A., as depositary (the "**Depositary**"), and all Holders and Beneficial Owners from time to time of American depositary receipts ("**ADRs**") issued thereunder evidencing American depositary shares (**"ADSs"**).

W I T N E S S E T H:

WHEREAS, the Company and the Depositary executed the Deposit Agreement for the purposes set forth therein; and

WHEREAS, pursuant to paragraph (16) of the ADRs, the form of which is contained in the Deposit Agreement, the Company and the Depositary desire to amend the terms of the Deposit Agreement and ADRs.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Depositary hereby agree to amend the Deposit Agreement as follows:

ARTICLE I
DEFINITIONS

SECTION 1.01. Definitions. Unless otherwise defined in this Amendment, all capitalized terms used, but not otherwise defined, herein shall have the meaning given to such terms in the Deposit Agreement.

ARTICLE II
AMENDMENTS TO DEPOSIT AGREEMENT AND ADRS

SECTION 2.01. All references in the Deposit Agreement, the form of ADR attached as Exhibit A to the Deposit Agreement (the **"Form of ADR"**), and each outstanding ADR to the term "**Deposit Agreement**" shall, as of the date hereof, refer to the Deposit Agreement as further amended by this Amendment.

SECTION 2.02. Each ADS shall represent twenty (20) Shares, effective as of the open of trading of the ADSs on The Nasdaq Global Select Market on February 18, 2025 (the **"Effective Time"**).

SECTION 2.03. The form of ADR, reflecting the amendment set forth in this Article II, is amended and restated to read as set forth in Exhibit A hereto.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

SECTION 3.01. Representations and Warranties of the Company. The Company represents and warrants to, and agrees with, the Depositary that:

(a) This Amendment, when executed and delivered by the Company and assuming due execution and delivery by the Depositary, will be duly and validly authorized, executed and delivered by the Company, and it and the Deposit Agreement as amended hereby constitute the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent transfer, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles; and

(b) In order to ensure the legality, validity, enforceability or admissibility into evidence of this Amendment or the Deposit Agreement as amended hereby, and any other document furnished hereunder or thereunder, none of such agreements or documents need to be filed or recorded with any court or other authority in Sweden, nor does any stamp or similar tax or governmental charge need to be paid in Sweden on or in respect of any such agreements and documents.

SECTION 3.02. Representations and Warranties of the Depositary.

The Depositary represents and warrants to, and agrees with, the Company that this Amendment, when executed and delivered by the Depositary, and assuming due execution and delivery by the Company, will be, duly and validly authorized, executed and delivered by the Depositary, and it and the Deposit Agreement as amended hereby, constitute the legal, valid and binding obligation of the Depositary, enforceable against the Depositary in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent transfer, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

ARTICLE IV
MISCELLANEOUS

SECTION 4.01. Indemnification and Exoneration. The indemnification provisions contained in Section 15 of the Deposit Agreement and the exoneration provisions contained in paragraph (14) of the form of ADR attached as Exhibit A to the Deposit Agreement are each incorporated herein by this reference and deemed to be a part hereof and applicable hereto as if directly set forth herein, and the parties hereto shall be entitled to the benefits thereof with respect hereto and the transaction contemplated hereby, and such provisions shall apply to any and all

losses, liabilities, expenses and/or damages the Company, Depositary and/or Custodian incur or suffer in connection with, or as a result or by reason of, the terms of this Amendment and the transactions contemplated herein.

SECTION 4.02. Effective Time. This Amendment shall be effective as of the Effective Time. Each Holder and Beneficial Owner shall be deemed, by continuing to hold ADSs after the Effective Time, to have consented and agreed to this Amendment and to be subject to and bound by all of the terms and conditions of the Deposit Agreement, as amended by this Amendment after the Effective Time.

SECTION 4.03. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one instrument.

SECTION 4.04. Miscellaneous. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, NEW YORK LAW. Delivery of an executed signature page of this Deposit Agreement by facsimile or other electronic transmission (including ".pdf", ".tif" or similar format) shall be effective as delivery of a manually executed counterpart hereof. The provisions of Sections 16 through 23 of the Deposit Agreement are incorporated herein by reference and deemed to be a part hereof applicable hereto.

[*Signature page follow*]

IN WITNESS WHEREOF, OATLY GROUP AB and JPMORGAN CHASE BANK, N.A. have duly executed this Amendment No. 1 to Deposit Agreement as of the day and year first above set forth and all Holders shall become parties hereto upon acceptance by them of ADSs issued in accordance with the terms hereof, or upon acquisition of any beneficial interest therein.

OATLY GROUP AB

By: /s/ Jean-Christophe Flatin
Name: Jean-Christophe Flatin
Title: CEO

JPMORGAN CHASE BANK, N.A.

By: /s/ Timothy E. Green
Name: Timothy E. Green
Title: Vice President

EXHIBIT A
TO AMENDMENT NO. 1 TO DEPOSIT AGREEMENT

ANNEXED TO AND INCORPORATED IN
DEPOSIT AGREEMENT

[FORM OF FACE OF ADR]

No. of ADSs:
Number

Each ADS represents
Twenty (20) Shares

CUSIP:

AMERICAN DEPOSITARY RECEIPT

evidencing

AMERICAN DEPOSITARY SHARES

representing

ORDINARY SHARES

of

OATLY GROUP AB

(Incorporated under the laws of the Kingdom of Sweden)

JPMORGAN CHASE BANK, N.A., a national banking association organized under the laws of the United States of America, as depositary hereunder (the "**Depositary**"), hereby certifies that is the registered owner (a "**Holder**") of American Depositary Shares ("**ADSs**"), each (subject to paragraph (13) (*Changes Affecting Deposited Securities*)) representing twenty (20) ordinary shares, par value $0.00017 per share (including the rights to receive Shares described in paragraph (1) (*Issuance of ADSs*), "**Shares**" and, together with any other securities, cash or property from time to time held by the Depositary in respect or in lieu of deposited Shares, the "**Deposited Securities**"), of OATLY GROUP AB, a public limited entity organized under the laws of the Kingdom of Sweden (the "**Company**"), deposited under the Deposit Agreement dated as of May 19, 2021 (as amended from time to time, the "**Deposit Agreement**") among the Company, the Depositary and all Holders and Beneficial Owners from time to time of American Depositary Receipts issued thereunder ("**ADRs**"), each of whom by accepting an ADR becomes a party thereto. The Deposit Agreement and this ADR (which includes the provisions set forth on the reverse hereof) shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to the application of the conflict of law principles thereof. All capitalized terms used herein, and not defined herein, shall have the meanings ascribed to such terms in the Deposit Agreement.

(1) **Issuance of ADSs**.

(a) *Issuance*. This ADR is one of the ADRs issued under the Deposit Agreement. Subject to the other provisions hereof, the Depositary may so issue ADRs for delivery at the Transfer Office (as hereinafter defined) only against deposit of: (i) Shares in a form satisfactory to the Custodian; or (ii) rights to receive Shares from the Company or any registrar, transfer agent, clearing agent or other entity recording Share ownership or transactions.

(b) *Lending*. In its capacity as Depositary, the Depositary shall not lend Shares or ADSs.

(c) *Representations and Warranties of Depositors*. Every person depositing Shares under the Deposit Agreement represents and warrants that:

(i) such Shares and the certificates therefor are duly authorized, validly issued and outstanding, fully paid, nonassessable and legally obtained by such person,

(ii) all pre-emptive and comparable rights, if any, with respect to such Shares have been validly waived or exercised,

(iii) the person making such deposit is duly authorized so to do,

(iv) the Shares presented for deposit are free and clear of any lien, encumbrance, security interest, charge, mortgage or adverse claim and

(v) such Shares (A) are not "restricted securities" as such term is defined in Rule 144 under the Securities Act of 1933 ("**Restricted Securities"**) unless at the time of deposit the requirements of paragraphs (c), (e), (f) and (h) of Rule 144 shall not apply and such Shares may be freely transferred and may otherwise be offered and sold freely in the United States or (B) have been registered under the Securities Act of 1933. To the extent the

person depositing Shares is an "affiliate" of the Company as such term is defined in Rule 144, the person also represents and warrants that upon the sale of the ADSs, all of the provisions of Rule 144 which enable the Shares to be freely sold (in the form of ADSs) will be fully complied with and, as a result thereof, all of the ADSs issued in respect of such Shares will not be on the sale thereof, Restricted Securities.

Such representations and warranties shall survive the deposit and withdrawal of Shares and the issuance and cancellation of ADSs in respect thereof and the transfer of such ADSs. If any of the representations or warranties are incorrect in any respect, the Company and the Depositary may, at the cost of the breaching Holder and/or Beneficial Owner, and each of them, take any and all actions necessary to correct the consequences of such misrepresentation.

(d) The Depositary may refuse to accept for such deposit any Shares identified by the Company in order to facilitate compliance with the requirements of the Securities Act of 1933 and the rules and regulations promulgated thereunder.

(2) **Withdrawal of Deposited Securities**. Subject to paragraphs (4) (*Certain Limitations to Registration, Transfer etc.)* and (5) (*Liability for Taxes, Duties and Other Charges*), upon surrender of (a) a certificated ADR in a form satisfactory to the Depositary at the Transfer Office or (b) proper instructions and documentation in the case of a Direct Registration ADR, the Holder hereof is entitled to delivery at, or to the extent in dematerialized form from, the Custodian's office of the Deposited Securities at the time represented by the ADSs evidenced by this ADR. At the request, risk and expense of the Holder hereof, the Depositary may deliver such Deposited Securities at such other place as may have been requested by the Holder. Notwithstanding any other provision of the Deposit Agreement or this ADR, the withdrawal of Deposited Securities may be restricted only for the reasons set forth in General Instruction I.A.(1) of Form F-6 (as such instructions may be amended from time to time) under the Securities Act of 1933.

(3) **Transfers, Split-Ups and Combinations of ADRs**. The Depositary or its agent will keep, at a designated transfer office (the "**Transfer Office**"), (i) a register (the "**ADR Register**") for the registration, registration of transfer, combination and split-up of ADRs, and, in the case of Direct Registration ADRs, shall include the Direct Registration System, which at all reasonable times will be open for inspection by Holders and the Company for the purpose of communicating with Holders in the interest of the business of the Company or a matter relating to the Deposit Agreement and (ii) facilities for the delivery and receipt of ADRs. The term ADR Register includes the Direct Registration System. Title to this ADR (and to the Deposited Securities represented by the ADSs evidenced

hereby), when properly endorsed (in the case of ADRs in certificated form) or upon delivery to the Depositary of proper instruments of transfer, is transferable by delivery with the same effect as in the case of negotiable instruments under the laws of the State of New York; provided that the Depositary, notwithstanding any notice to the contrary, may treat the person in whose name this ADR is registered on the ADR Register as the absolute owner hereof for all purposes and neither the Depositary nor the Company will have any obligation or be subject to any liability under the Deposit Agreement or any ADR to any Beneficial Owner, unless such Beneficial Owner is the Holder hereof. Subject to paragraphs (4) and (5), this ADR is transferable on the ADR Register and may be split into other ADRs or combined with other ADRs into one ADR, evidencing the aggregate number of ADSs surrendered for split-up or combination, by the Holder hereof or by duly authorized attorney upon surrender of this ADR at the Transfer Office properly endorsed (in the case of ADRs in certificated form) or upon delivery to the Depositary of proper instruments of transfer and duly stamped as may be required by applicable law; provided that the Depositary may close the ADR Register at any time or from time to time when deemed expedient by it or, in the case of the issuance book portion of the ADR Register, when reasonably requested by the Company solely in order to enable the Company to comply with applicable law; provided further, that the Depositary shall have no liability and shall be indemnified by the Company in such event. At the request of a Holder, the Depositary shall, for the purpose of substituting a certificated ADR with a Direct Registration ADR, or vice versa, execute and deliver a certificated ADR or a Direct Registration ADR, as the case may be, for any authorized number of ADSs requested, evidencing the same aggregate number of ADSs as those evidenced by the certificated ADR or Direct Registration ADR, as the case may be, substituted.

(4) **Certain Limitations to Registration, Transfer etc**. Prior to the issue, registration, registration of transfer, split-up or combination of any ADR, the delivery of any distribution in respect thereof, or, subject to the last sentence of paragraph (2) (*Withdrawal of Deposited Securities*), the withdrawal of any Deposited Securities, and from time to time in the case of clause (b)(ii) of this paragraph (4), the Company, the Depositary or the Custodian may require:

(a) payment with respect thereto of (i) any stock transfer or other tax or other governmental charge, (ii) any stock transfer or registration fees in effect for the registration of transfers of Shares or other Deposited Securities upon any applicable register and (iii) any applicable charges as provided in paragraph (7) (*Charges of Depositary*) of this ADR;

(b) the production of proof satisfactory to it of (i) the identity of any signatory and genuineness of any signature and (ii) such other information, including without limitation, information as to citizenship, residence, exchange control approval, beneficial or other ownership of, or interest in, any securities, compliance with applicable law, regulations, provisions of or governing Deposited Securities and terms of the Deposit Agreement and this ADR, as it may deem necessary or proper; and

(c) compliance with such regulations as the Depositary may establish consistent with the Deposit Agreement.

The issuance of ADRs, the acceptance of deposits of Shares, the registration, registration of transfer, split-up or combination of ADRs or, subject to the last sentence of paragraph (2) (*Withdrawal of Deposited Securities*), the withdrawal of Deposited Securities may be suspended, generally or in particular instances, when the ADR Register or any register for Deposited Securities is closed or when any such action is deemed advisable by the Depositary.

(5) **Liability for Taxes, Duties and Other Charges**. If any tax or other governmental charges (including any penalties and/or interest) shall become payable by or on behalf of the Custodian or the Depositary with respect to this ADR, any Deposited Securities represented by the ADSs evidenced hereby or any distribution thereon, such tax or other governmental charge shall be paid by the Holder hereof to the Depositary and by holding or having held this ADR or any ADSs evidenced hereby, the Holder and all Beneficial Owners hereof and thereof, and all prior Holders and Beneficial Owners hereof and thereof, jointly and severally, agree to indemnify, defend and save harmless each of the Depositary, the Company and their respective agents in respect of such tax or other governmental charge. Neither the Company nor the Depositary shall be liable to Holders or Beneficial Owners of the ADSs and ADRs for failure of any of them to comply with applicable tax laws, rules and/or regulations. Each Holder of this ADR and Beneficial Owner of the ADSs evidenced hereby, and each prior Holder and Beneficial Owner hereof and thereof (collectively, the "**Tax Indemnitors**"), by holding or having held an ADR or an interest in ADSs, acknowledges and agrees that the Depositary shall have the right to seek payment of amounts owing with respect to this ADR under

this paragraph (5) from any one or more Tax Indemnitor(s) as determined by the Depositary in its sole discretion, without any obligation to seek payment from any other Tax Indemnitor(s).The Depositary may refuse to effect any registration, registration of transfer, split-up or combination hereof or, subject to the last sentence of paragraph (2) (*Withdrawal of Deposited Securities*), any withdrawal of such Deposited Securities until such payment is made. The Depositary may also deduct from any distributions on or in respect of Deposited Securities, or may sell by public or private sale for the account of the Holder hereof any part or all of such Deposited Securities, and may apply such deduction or the proceeds of any such sale in payment of such tax or other governmental charge, the Holder hereof remaining liable for any deficiency, and shall reduce the number of ADSs evidenced hereby to reflect any such sales of Shares. In connection with any distribution to Holders, the Company will remit to the appropriate governmental authority or agency all amounts (if any) required to be withheld and owing to such authority or agency by the Company; and the Depositary and the Custodian will remit to the appropriate governmental authority or agency all amounts (if any) required to be withheld and owing to such authority or agency by the Depositary or the Custodian. If the Depositary determines that any distribution in property other than cash (including Shares or rights) on Deposited Securities is subject to any tax that the Depositary or the Custodian is obligated to withhold, the Depositary may dispose of all or a portion of such property in such amounts and in such manner as the Depositary deems necessary and practicable to pay such taxes, by public or private sale, and the Depositary shall distribute the net proceeds of any such sale or the balance of any such property after deduction of such taxes to the Holders entitled thereto. Each Holder and Beneficial Owner agrees to indemnify the Depositary, the Company, the Custodian and any of their respective officers, directors, employees, agents and affiliates against, and hold each of them harmless from, any claims by any governmental authority with respect to taxes, additions to tax, penalties or interest arising out of any refund of taxes, reduced rate of withholding at source or other tax benefit obtained which obligations shall survive any transfer or surrender of ADSs or the termination of the Deposit Agreement.

(6) **Disclosure of Interests**.

(a) *General*. To the extent that the provisions of or governing any Deposited Securities may require disclosure of or impose limits on beneficial or other ownership of, or interests in, Deposited Securities, other Shares and other securities and may provide for blocking transfer, voting or other rights to enforce such disclosure or limits, Holders and Beneficial Owners agree to comply with all such disclosure requirements and ownership limitations and to comply with any reasonable Company instructions in respect thereof. The Company reserves the right to instruct Holders (and through any such Holder, the Beneficial Owners of ADSs evidenced by the ADRs registered in such Holder's name) to deliver their ADSs for cancellation and withdrawal of the Deposited Securities so as to permit the Company to deal directly with the Holder and/or Beneficial Owner thereof as a holder of Shares and Holders and Beneficial Owners agree to comply with such instructions. The Depositary agrees to cooperate with the Company in its efforts to inform Holders of the Company's exercise of its rights under this paragraph and agrees to consult with, and provide reasonable assistance without risk, liability or expense on the part of the Depositary, to the Company on the manner or manners in which it may enforce such rights with respect to any Holder.

(b) *Jurisdiction Specific.*

Any summary of the laws and regulations of the Kingdom of Sweden and of the terms of the Company's constituent documents has been provided by the Company solely for the convenience of Holders, Beneficial Owners and the Depositary. Such summaries are summaries current as of the date of the Deposit Agreement, and as such, may not include all aspects of the materials summarized applicable to a Holder or Beneficial Owner, and these laws and regulations and the Company's constituent documents may change after the date of the Deposit Agreement. Neither the Depositary nor the Company has any obligation to update any such summaries.

(7) **Charges of Depositary**.

(a) *Rights of the Depositary*. The Depositary may charge, and collect from, (i) each person to whom ADSs are issued, including, without limitation, issuances against deposits of Shares, issuances in respect of Share Distributions, Rights and Other Distributions (as such terms are defined in paragraph (10) (*Distributions on Deposited Securities*)), issuances pursuant to a stock dividend or stock split declared by the Company, or issuances pursuant to a merger, exchange of securities or any other transaction or event affecting the ADSs or the Deposited Securities, and (ii) each person surrendering ADSs for withdrawal of Deposited Securities or whose ADSs are

cancelled or reduced for any other reason U.S.$5.00 for each 100 ADSs (or portion thereof) issued, delivered, reduced, cancelled or surrendered, or upon which a Share Distribution or elective distribution is made or offered (as the case may be). The Depositary may sell (by public or private sale) sufficient securities and property received in respect of Share Distributions, Rights and Other Distributions prior to such deposit to pay such charge.

(b) *Additional Charges by the Depositary*. The following additional charges shall also be incurred by the Holders, the Beneficial Owners, by any party depositing or withdrawing Shares or by any party surrendering ADSs and/or to whom ADSs are issued (including, without limitation, issuances pursuant to a stock dividend or stock split declared by the Company or an exchange of stock regarding the ADSs or the Deposited Securities or a distribution of ADSs pursuant to paragraph (10) (*Distributions on Deposited Securities*), whichever is applicable:

(i) a fee of U.S.$0.05 or less per ADS held for any Cash distribution made, or for any elective cash/stock dividend offered, pursuant to the Deposit Agreement,

(ii) a fee for the distribution or sale of securities pursuant to paragraph (10) hereof, such fee being in an amount equal to the fee for the execution and delivery of ADSs referred to above which would have been charged as a result of the deposit of such securities (for purposes of this paragraph (7) treating all such securities as if they were Shares) but which securities or the net cash proceeds from the sale thereof are instead distributed by the Depositary to Holders entitled thereto,

(iii) an aggregate fee of U.S.$0.05 or less per ADS per calendar year (or portion thereof) for services performed by the Depositary in administering the ADRs (which fee may be charged on a periodic basis during each calendar year and shall be assessed against Holders as of the record date or record dates set by the Depositary during each calendar year and shall be payable at the sole discretion of the Depositary by billing such Holders or by deducting such charge from one or more cash dividends or other cash distributions), and

(iv) a fee for the reimbursement of such fees, charges and expenses as are incurred by the Depositary and/or any of its agents (including, without limitation, the Custodian and expenses incurred on behalf of Holders in connection with compliance with foreign exchange control regulations or any law or regulation relating to foreign investment) in connection with the servicing of the Shares or other Deposited Securities, the sale of securities (including, without limitation, Deposited Securities), the delivery of Deposited Securities or otherwise in connection with the Depositary's or its Custodian's compliance with applicable law, rule or regulation (which fees and charges shall be assessed on a proportionate basis against Holders as of the record date or dates set by the Depositary and shall be payable at the sole discretion of the Depositary by billing such Holders or by deducting such charge from one or more cash dividends or other cash distributions).

(c) *Other Obligations and Charges*. The Company will pay all other charges and expenses of the Depositary and any agent of the Depositary (except the Custodian) pursuant to agreements from time to time between the Company and the Depositary, except:

(i) share transfer or other taxes and other governmental charges (which are payable by Holders or persons depositing Shares);

(ii) SWIFT, cable, telex and facsimile transmission and delivery charges incurred at the request of persons depositing, or Holders delivering Shares, ADRs or Deposited Securities (which are payable by such persons or Holders); and

(iii) transfer or registration fees for the registration or transfer of Deposited Securities on any applicable register in connection with the deposit or withdrawal of Deposited Securities (which are payable by persons depositing Shares or Holders withdrawing Deposited Securities).

(d) *Foreign Exchange Related Matters.* To facilitate the administration of various depositary receipt transactions, including disbursement of dividends or other cash distributions and other corporate actions, the Depositary may engage the foreign exchange desk within JPMorgan Chase Bank, N.A. (the "**Bank**") and/or its affiliates in order to

enter into spot foreign exchange transactions to convert foreign currency into U.S. dollars ("**FX Transactions**"). For certain currencies, FX Transactions are entered into with the Bank or an affiliate, as the case may be, acting in a principal capacity. For other currencies, FX Transactions are routed directly to and managed by an unaffiliated local custodian (or other third party local liquidity provider), and neither the Bank nor any of its affiliates is a party to such FX Transactions.

The foreign exchange rate applied to an FX Transaction will be either (a) a published benchmark rate, or (b) a rate determined by a third party local liquidity provider, in each case plus or minus a spread, as applicable. The Depositary will disclose which foreign exchange rate and spread, if any, apply to such currency on the "Disclosure" page (or successor page) of www.adr.com (as updated by the Depositary from time to time, "**ADR.com**"). Such applicable foreign exchange rate and spread may (and neither the Depositary, the Bank nor any of their affiliates is under any obligation to ensure that such rate does not) differ from rates and spreads at which comparable transactions are entered into with other customers or the range of foreign exchange rates and spreads at which the Bank or any of its affiliates enters into foreign exchange transactions in the relevant currency pair on the date of the FX Transaction. Additionally, the timing of execution of an FX Transaction varies according to local market dynamics, which may include regulatory requirements, market hours and liquidity in the foreign exchange market or other factors. Furthermore, the Bank and its affiliates may manage the associated risks of their position in the market in a manner they deem appropriate without regard to the impact of such activities on the Company, the Depositary, Holders or Beneficial Owners. The spread applied does not reflect any gains or losses that may be earned or incurred by the Bank and its affiliates as a result of risk management or other hedging related activity.

Notwithstanding the foregoing, to the extent the Company provides U.S. dollars to the Depositary, neither the Bank nor any of its affiliates will execute an FX Transaction as set forth herein. In such case, the Depositary will distribute the U.S. dollars received from the Company.

Further details relating to the applicable foreign exchange rate, the applicable spread and the execution of FX Transactions will be provided by the Depositary on ADR.com. The Company, Holders and Beneficial Owners each acknowledge and agree that the terms applicable to FX Transactions disclosed from time to time on ADR.com will apply to any FX Transaction executed pursuant to the Deposit Agreement.

(e) *Disclosure of Potential Depositary Payments*. The Depositary anticipates reimbursing the Company for certain expenses incurred by the Company that are related to the establishment and maintenance of the ADR program upon such terms and conditions as the Company and the Depositary may agree from time to time. The Depositary may make available to the Company a set amount or a portion of the Depositary fees charged in respect of the ADR program or otherwise upon such terms and conditions as the Company and the Depositary may agree from time to time.

(f) The right of the Depositary to receive payment of fees, charges and expenses as provided above shall survive the termination of the Deposit Agreement. As to any Depositary, upon the resignation or removal of such Depositary, such right shall extend for those fees, charges and expenses incurred prior to the effectiveness of such resignation or removal.

(8) **Available Information**. The Deposit Agreement, the provisions of or governing Deposited Securities and any written communications from the Company, which are both received by the Custodian or its nominee as a holder of Deposited Securities and made generally available to the holders of Deposited Securities, are available for inspection by Holders at the offices of the Depositary and the Custodian, at the Transfer Office, on the U.S. Securities and Exchange Commission's website, or upon request from the Depositary (which request may be refused by the Depositary at its discretion). The Depositary will distribute copies of such communications (or English translations or summaries thereof) to Holders when furnished by the Company. The Company is subject to the periodic reporting requirements of the Securities Exchange Act of 1934 and accordingly files certain reports with the United States Securities and Exchange Commission (the "**Commission**"). Such reports and other information may be inspected and copied through the Commission's EDGAR system or at public reference facilities maintained by the Commission located at the date hereof at 100 F Street, NE, Washington, DC 20549.

(9) **Execution**. This ADR shall not be valid for any purpose unless executed by the Depositary by the manual or facsimile signature of a duly authorized officer of the Depositary.

Dated:

JPMORGAN CHASE BANK, N.A., as Depositary

By _____
Authorized Officer

The Depositary's office is located at 383 Madison Avenue, Floor 11, New York, New York 10179.

[FORM OF REVERSE OF ADR]

(10) **Distributions on Deposited Securities**. Subject to paragraphs (4) (*Certain Limitations to Registration, Transfer etc.*) and (5) (*Liability for Taxes, Duties and other Charges*), to the extent practicable, the Depositary will distribute to each Holder entitled thereto on the record date set by the Depositary therefor at such Holder's address shown on the ADR Register, in proportion to the number of Deposited Securities (on which the following distributions on Deposited Securities are received by the Custodian) represented by ADSs evidenced by such Holder's ADRs:

(a) *Cash*. Any U.S. dollars available to the Depositary resulting from a cash dividend or other cash distribution or the net proceeds of sales of any other distribution or portion thereof authorized in this paragraph (10) ("**Cash**"), on an averaged or other practicable basis, subject to (i) appropriate adjustments for taxes withheld, (ii) such distribution being impermissible or impracticable with respect to certain Holders, and (iii) deduction of the Depositary's and/or its agents' fees and expenses in (1) converting any foreign currency to U.S. dollars by sale or in such other manner as the Depositary may determine to the extent that it determines that such conversion may be made on a reasonable basis, (2) transferring foreign currency or U.S. dollars to the United States by such means as the Depositary may determine to the extent that it determines that such transfer may be made on a reasonable basis, (3) obtaining any approval or license of any governmental authority required for such conversion or transfer, which is obtainable at a reasonable cost and within a reasonable time and (4) making any sale by public or private means in any commercially reasonable manner.

(b) *Shares*. (i) Additional ADRs evidencing whole ADSs representing any Shares available to the Depositary resulting from a dividend or free distribution on Deposited Securities consisting of Shares (a "**Share Distribution**") and (ii) U.S. dollars available to it resulting from the net proceeds of sales of Shares received in a Share Distribution, which Shares would give rise to fractional ADSs if additional ADRs were issued therefor, as in the case of Cash.

(c) *Rights*. (i) Warrants or other instruments in the discretion of the Depositary representing rights to acquire additional ADRs in respect of any rights to subscribe for additional Shares or rights of any nature available to the Depositary as a result of a distribution on Deposited Securities ("**Rights**"), to the extent that the Company timely furnishes to the Depositary evidence satisfactory to the Depositary that the Depositary may lawfully distribute the same (the Company has no obligation to so furnish such evidence), or (ii) to the extent the Company does not so furnish such evidence and sales of Rights are practicable, any U.S. dollars available to the Depositary from the net proceeds of sales of Rights as in the case of Cash, or (iii) to the extent the Company does not so furnish such evidence and such sales cannot practicably be accomplished by reason of the nontransferability of the Rights, limited markets therefor, their short duration or otherwise, nothing (and any Rights may lapse).

(d) *Other Distributions*. (i) Securities or property available to the Depositary resulting from any distribution on Deposited Securities other than Cash, Share Distributions and Rights ("**Other Distributions**"), by any means that the Depositary may deem equitable and practicable, or (ii) to the extent the Depositary deems distribution of such securities or property not to be equitable and practicable, any U.S. dollars available to the Depositary from the net proceeds of sales of Other Distributions as in the case of Cash.

The Depositary reserves the right to utilize a division, branch or affiliate of JPMorgan Chase Bank, N.A. to direct, manage and/or execute any public and/or private sale of securities hereunder. Such division, branch and/or affiliate may charge the Depositary a fee in connection with such sales, which fee is considered an expense of the Depositary contemplated above and/or under paragraph (7) (*Charges of Depositary*). Any U.S. dollars available will be distributed by checks drawn on a bank in the United States for whole dollars and cents. Fractional cents will be withheld without liability and dealt with by the Depositary in accordance with its then current practices. All purchases and sales of securities will be handled by the Depositary in accordance with its then current policies, which are currently set forth on ADR.com, the location and contents of which the Depositary shall be solely responsible for.

(11) **Record Dates**. The Depositary may, after consultation with the Company if practicable, fix a record date (which, to the extent applicable, shall be as near as practicable to any corresponding record date set by the Company) for the determination of the Holders who shall be responsible for the fee assessed by the Depositary for administration of the ADR program and for any expenses provided for in paragraph (7) hereof as well as for the determination of the Holders who shall be entitled to receive any distribution on or in respect of Deposited Securities, to give instructions for the exercise of any voting rights, to receive any notice or to act in respect of other matters and only such Holders shall be so entitled or obligated.

(12) **Voting of Deposited Securities**.

(a) Notice of any Meeting or Solicitation. As soon as practicable after receipt of notice of any meeting at which the holders of Shares are entitled to vote, or of solicitation of consents or proxies from holders of Shares or other Deposited Securities, the Depositary shall fix the ADS record date in accordance with paragraph (11) above provided that if the Depositary receives a written request from the Company in a timely manner and at least 30 days prior to the date of such vote or meeting, the Depositary shall, at the Company's expense, distribute to Holders a notice (the "**Voting Notice**") stating (i) final information particular to such vote and meeting and any solicitation materials, (ii) that each Holder on the record date set by the Depositary will, subject to any applicable provisions of Swedish law, be entitled to instruct the Depositary as to the exercise of the voting rights, if any, pertaining to the Deposited Securities represented by the ADSs evidenced by such Holder's ADRs and (iii) the manner in which such instructions may be given, including instructions to give a discretionary proxy to a person designated by the Company. Each Holder shall be solely responsible for the forwarding of Voting Notices to the Beneficial Owners of ADSs registered in such Holder's name. There is no guarantee that Holders and Beneficial Owners generally or any Holder or Beneficial Owner in particular will receive the notice described above with sufficient time to enable such Holder or Beneficial Owner to return any voting instructions to the Depositary in a timely manner.

(b) *Voting of Deposited Securities*. Following actual receipt by the ADR department responsible for proxies and voting of Holders' instructions (including, without limitation, instructions of any entity or entities acting on behalf of the nominee for DTC), the Depositary shall, in the manner and on or before the time established by the Depositary for such purpose, endeavor to vote or cause to be voted the Deposited Securities represented by the ADSs evidenced by such Holders' ADRs in accordance with such instructions insofar as practicable and permitted under the provisions of or governing Deposited Securities. The Depositary will not itself exercise any voting discretion in respect of any Deposited Securities.

(c) *Alternative Methods of Distributing Materials.* Notwithstanding anything contained in the Deposit Agreement or any ADR, the Depositary may, to the extent not prohibited by any law, rule, or regulation or by the rules and/or requirements of the stock exchange on which the ADSs are listed, in lieu of distribution of the materials provided to the Depositary in connection with any meeting of or solicitation of consents or proxies from holders of Deposited Securities, distribute to the Holders a notice that provides Holders with or otherwise publicizes to Holders instructions on how to retrieve such materials or receive such materials upon request (*i.e.*, by reference to a website containing the materials for retrieval or a contact for requesting copies of the materials). Holders are strongly encouraged to forward their voting instructions as soon as possible. Voting instructions will not be deemed received until such time as the ADR department responsible for proxies and voting has received such instructions, notwithstanding that such instructions may have been physically received by JPMorgan Chase Bank, N.A., as Depositary, prior to such time.

(13) **Changes Affecting Deposited Securities**.

(a) Subject to paragraphs (4) (*Certain Limitations to Registration, Transfer etc.*) and (5) (*Liability for Taxes, Duties and Other Charges*), the Depositary may, in its discretion, and shall if reasonably requested by the Company, amend this ADR or distribute additional or amended ADRs (with or without calling this ADR for exchange) or cash, securities or property on the record date set by the Depositary therefor to reflect any change in par value, split-up, consolidation, cancellation or other reclassification of Deposited Securities, any Share Distribution or Other Distribution not distributed to Holders or any cash, securities or property available to the Depositary in respect of Deposited Securities from (and the Depositary is hereby authorized to surrender any Deposited Securities to any person and, irrespective of whether such Deposited Securities are surrendered or otherwise cancelled by operation of law, rule, regulation or otherwise, to sell by public or private sale any property received in connection with) any recapitalization, reorganization, merger, consolidation, liquidation, receivership, bankruptcy or sale of all or substantially all the assets of the Company.

(b) To the extent the Depositary does not so amend this ADR or make a distribution to Holders to reflect any of the foregoing, or the net proceeds thereof, whatever cash, securities or property results from any of the foregoing shall constitute Deposited Securities and each ADS evidenced by this ADR shall automatically represent its pro rata interest in the Deposited Securities as then constituted.

(c) Promptly upon the occurrence of any of the aforementioned changes affecting Deposited Securities, the Company shall notify the Depositary in writing of such occurrence and as soon as practicable after receipt of such notice from the Company, may instruct the Depositary to give notice thereof, at the Company's expense, to Holders in accordance with the provisions hereof. Upon receipt of such instruction, the Depositary shall give notice to the Holders in accordance with the terms thereof, as soon as reasonably practicable.

(14) **Exoneration**.

(a) The Depositary, the Company, and each of their respective directors, officers, employees, agents and affiliates and each of them shall: (i) incur or assume no liability to Holders or Beneficial Owners (A) if any present or future law, rule, regulation, fiat, order or decree of the United States, the Kingdom of Sweden or any other country or jurisdiction, or of any governmental or regulatory authority or any securities exchange or market or automated quotation system, the provisions of or governing any Deposited Securities, any present or future provision of the Company's articles of association, any act of God, war, terrorism, nationalization, epidemic, pandemic, expropriation, currency restrictions, work stoppage, strike, civil unrest, revolutions, rebellions, explosions, computer failure or circumstance beyond its direct and immediate control shall prevent or delay, or shall cause any of them to be subject to any civil or criminal penalty in connection with, any act which the Deposit Agreement or this ADR provides shall be done or performed by it or them (including, without limitation, voting pursuant to paragraph (12) hereof), or (B) by reason of any non-performance or delay, caused as aforesaid, in the performance of any act or things which by the terms of the Deposit Agreement it is provided shall or may be done or performed or any exercise or failure to exercise any discretion given it in the Deposit Agreement or this ADR (including, without limitation, any failure to determine that any distribution or action may be lawful or reasonably practicable); (ii) not incur or assume any liability to Holders or Beneficial Owners except to perform its obligations to the extent they are specifically set forth in this ADR and the Deposit Agreement without gross negligence or willful misconduct and the Depositary shall not be a fiduciary or have any fiduciary duty to Holders or Beneficial Owners; (iii) in the case of the Depositary and its agents, be under no obligation to appear in, prosecute or defend any action, suit or other proceeding in respect of any Deposited Securities, ADSs or this ADR; (iv) in the case of the Company and its agents hereunder be under no obligation to appear in, prosecute or defend any action, suit or other proceeding in respect of any Deposited Securities, ADSs or this ADR, which in its opinion may involve it in expense or liability, unless indemnity satisfactory to it against all expense (including fees and disbursements of counsel) and liability be furnished as often as may be required; and (v) not be liable to Holders or Beneficial Owners for any action or inaction by it in reliance upon the advice of or information from legal counsel, accountants, any person presenting Shares for deposit, any Holder, any other person believed by it to be competent to give such advice or information, or in the case of the Depositary only, the Company. The Depositary shall not be liable for the acts or omissions made by, or the insolvency of, any securities depository, clearing agency or settlement system.

(b) *The Depositary*. The Depositary shall not be responsible for, and shall incur no liability in connection with or arising from, the insolvency of any Custodian that is not a branch or affiliate of JPMorgan Chase Bank, N.A. The Depositary shall not have any liability for the price received in connection with any sale of securities, the timing thereof or any delay in action or omission to act nor shall it be responsible for any error or delay in action, omission to act, default or negligence on the part of the party so retained in connection with any such sale or proposed sale. Notwithstanding anything to the contrary contained in the Deposit Agreement (including the ADRs), subject to the further limitations set forth in subparagraph (p) of this paragraph (14), the Depositary shall not be responsible for, and shall incur no liability in connection with or arising from, any act or omission to act on the part of the Custodian except to the extent that any Holder has incurred liability directly as a result of the Custodian having (i) committed fraud or willful misconduct in the provision of custodial services to the Depositary or (ii) failed to use reasonable care in the provision of custodial services to the Depositary as determined in accordance with the standards prevailing in the jurisdiction in which the Custodian is located.

(c) The Depositary, its agents and the Company may rely and shall be protected in acting upon any written notice, request, direction, instruction or document believed by them to be genuine and to have been signed, presented or given by the proper party or parties.

(d) The Depositary shall be under no obligation to inform Holders or Beneficial Owners about the requirements of the laws, rules or regulations or any changes therein or thereto of any country or jurisdiction or of any governmental or regulatory authority or any securities exchange or market or automated quotation system.

(e) The Depositary and its agents will not be responsible for any failure to carry out any instructions to vote any of the Deposited Securities, for the manner in which any voting instructions are given, for the manner in which any such vote is cast or for the effect of any such vote.

(f) The Depositary may rely upon instructions from the Company or its counsel in respect of any approval or license required for any currency conversion, transfer or distribution.

(g) The Depositary and its agents may own and deal in any class of securities of the Company and its affiliates and in ADRs.

(h) Notwithstanding anything to the contrary set forth in the Deposit Agreement or an ADR, the Depositary and its agents may fully respond to any and all demands or requests for information maintained by or on its behalf in connection with the Deposit Agreement, any Holder or Holders, any ADR or ADRs or otherwise related hereto or thereto to the extent such information is requested or required by or pursuant to any lawful authority, including without limitation laws, rules, regulations, administrative or judicial process, banking, securities or other regulators.

(i) None of the Depositary, the Custodian or the Company shall be liable for the failure by any Holder or Beneficial Owner to obtain the benefits of credits or refunds of non-U.S. tax paid against such Holder's or Beneficial Owner's income tax liability.

(j) The Depositary is under no obligation to provide the Holders and Beneficial Owners, or any of them, with any information about the tax status of the Company. The Depositary and the Company shall not incur any liability for any tax or tax consequences that may be incurred by Holders and Beneficial Owners on account of their ownership or disposition of the ADRs or ADSs.

(k) The Depositary shall not incur any liability for the content of any information submitted to it by or on behalf of the Company for distribution to the Holders or for any inaccuracy of any translation thereof, for any investment risk associated with acquiring an interest in the Deposited Securities, for the validity or worth of the Deposited Securities, for the credit-worthiness of any third party, for allowing any rights to lapse upon the terms of the Deposit Agreement or for the failure or timeliness of any notice from the Company.

(l) Notwithstanding anything herein or in the Deposit Agreement to the contrary, the Depositary and the Custodian(s) may use third party delivery services and providers of information regarding matters such as pricing,

proxy voting, corporate actions, class action litigation and other services in connection herewith and the Deposit Agreement, and use local agents to provide extraordinary services such as attendance at annual meetings of issuers of securities. Although the Depositary and the Custodian will use reasonable care (and cause their agents to use reasonable care) in the selection and retention of such third party providers and local agents, they will not be responsible for any errors or omissions made by them in providing the relevant information or services.

(m) The Depositary shall not be liable for any acts or omissions made by a successor depositary whether in connection with a previous act or omission of the Depositary or in connection with any matter arising wholly after the removal or resignation of the Depositary.

(n) By holding or owning an ADR or ADS or an interest therein, Holders and Beneficial Owners each irrevocably agree that any legal suit, action or proceeding against or involving Holders or Beneficial Owners brought by the Company or the Depositary, arising out of or based upon the Deposit Agreement, the ADSs, the ADRs or the transactions contemplated therein, herein, thereby or hereby, may be instituted in a state or federal court in New York, New York, and by holding or owning an ADR or ADS or an interest therein each irrevocably waives any objection which it may now or hereafter have to the laying of venue of any such proceeding, and irrevocably submits to the non-exclusive jurisdiction of such courts in any such suit, action or proceeding. By holding or owning an ADR or ADS or an interest therein, Holders and Beneficial Owners each also irrevocably agree that any legal suit, action or proceeding against or involving the Company or the Depositary brought by Holders or Beneficial Owners, arising out of or based upon the Deposit Agreement, the ADSs, the ADRs or the transactions contemplated therein, herein, thereby or hereby, may only be instituted in a state or federal court in New York, New York.

(o) The Company has agreed to indemnify the Depositary and its agents under certain circumstances and the Depositary has agreed to indemnify the Company under certain circumstances.

(p) Notwithstanding any other provision of this Deposit Agreement or the ADRs to the contrary, neither the Depositary nor any of its agents shall be liable for any indirect, special, punitive or consequential damages (including, without limitation, legal fees and expenses) or lost profits, in each case of any form incurred by any person or entity (including, without limitation, Holders and Beneficial Owners of ADRs and ADSs), whether or not foreseeable and regardless of the type of action in which such a claim may be brought.

(q) No provision of the Deposit Agreement or this ADR is intended to constitute a waiver or limitation of any rights which Holders or Beneficial Owners may have under the Securities Act of 1933 or the Securities Exchange Act of 1934, to the extent applicable.

(15) **Resignation and Removal of Depositary; the Custodian**.

(a) *Resignation*. The Depositary may resign as Depositary by written notice of its election to do so delivered to the Company, such resignation to take effect upon the appointment of a successor depositary and its acceptance of such appointment as provided in the Deposit Agreement.

(b) *Removal*. The Depositary may at any time be removed by the Company by no less than 60 days' prior written notice of such removal, to become effective upon the later of (i) the 60th day after delivery of the notice to the Depositary and (ii) the appointment of a successor depositary and its acceptance of such appointment as provided in the Deposit Agreement.

(c) *The Custodian*. The Depositary may appoint substitute or additional Custodians and the term "**Custodian**" refers to each Custodian or all Custodians as the context requires.

(16) **Amendment**. Subject to the last sentence of paragraph (2) (*Withdrawal of Deposited Securities*), the ADRs and the Deposit Agreement may be amended by the Company and the Depositary, provided that any amendment that imposes or increases any fees or charges on a per ADS basis (other than stock transfer or other taxes and other governmental charges, transfer or registration fees, SWIFT, cable, telex or facsimile transmission costs, delivery costs or other such expenses), or that shall otherwise prejudice any substantial existing right of Holders or Beneficial Owners, shall become effective 30 days after notice of such amendment shall have been given to the Holders. Every

Holder and Beneficial Owner at the time any amendment to the Deposit Agreement so becomes effective shall be deemed, by continuing to hold such ADR, to consent and agree to such amendment and to be bound by the Deposit Agreement as amended thereby. In no event shall any amendment impair the right of the Holder of any ADR to surrender such ADR and receive the Deposited Securities represented thereby, except in order to comply with mandatory provisions of applicable law. Any amendments or supplements which (i) are reasonably necessary (as agreed by the Company and the Depositary) in order for (a) the ADSs to be registered on Form F-6 under the Securities Act of 1933 or (b) the ADSs or Shares to be traded solely in electronic book-entry form and (ii) do not in either such case impose or increase any fees or charges to be borne by Holders, shall be deemed not to prejudice any substantial rights of Holders or Beneficial Owners. Notwithstanding the foregoing, if any governmental body or regulatory body should adopt new laws, rules or regulations which would require amendment or supplement of the Deposit Agreement or the form of ADR to ensure compliance therewith, the Company and the Depositary may amend or supplement the Deposit Agreement and the ADR at any time in accordance with such changed laws, rules or regulations. Such amendment or supplement to the Deposit Agreement in such circumstances may become effective before a notice of such amendment or supplement is given to Holders or within any other period of time as required for compliance. Notice of any amendment to the Deposit Agreement or form of ADRs shall not need to describe in detail the specific amendments effectuated thereby, and failure to describe the specific amendments in any such notice shall not render such notice invalid, provided, however, that, in each such case, the notice given to the Holders identifies a means for Holders and Beneficial Owners to retrieve or receive the text of such amendment (*i.e.*, upon retrieval from the Commission's, the Depositary's or the Company's website or upon request from the Depositary).

(17) **Termination**. The Depositary may, and shall at the written direction of the Company, terminate the Deposit Agreement and this ADR by mailing notice of such termination to the Holders at least 30 days prior to the date fixed in such notice for such termination; provided, however, if the Depositary shall have (i) resigned as Depositary hereunder, notice of such termination by the Depositary shall not be provided to Holders unless a successor depositary shall not be operating hereunder within 60 days of the date of such resignation, or (ii) been removed as Depositary hereunder, notice of such termination by the Depositary shall not be provided to Holders unless a successor depositary shall not be operating hereunder on the 60th day after the Company's notice of removal was first provided to the Depositary. Notwithstanding anything to the contrary herein, the Depositary may terminate the Deposit Agreement without notice to the Company, but subject to giving 30 days' notice to the Holders, under the following circumstances: (i) in the event of the Company's bankruptcy or insolvency, (ii) if the Shares cease to be listed on an internationally recognized stock exchange, (iii) if the Company effects (or will effect) a redemption of all or substantially all of the Deposited Securities, or a cash or share distribution representing a return of all or substantially all of the value of the Deposited Securities, or (iv) there occurs a merger, consolidation, sale of assets or other transaction as a result of which securities or other property are delivered in exchange for or in lieu of Deposited Securities.

After the date so fixed for termination, (a) all Direct Registration ADRs shall cease to be eligible for the Direct Registration System and shall be considered ADRs issued on the ADR Register and (b) the Depositary shall use its reasonable efforts to ensure that the ADSs cease to be DTC eligible so that neither DTC nor any of its nominees shall thereafter be a Holder. At such time as the ADSs cease to be DTC eligible and/or neither DTC nor any of its nominees is a Holder, the Depositary shall (a) instruct its Custodian to deliver all Deposited Securities to the Company along with a general stock power that refers to the names set forth on the ADR Register and (b) provide the Company with a copy of the ADR Register (which copy may be sent by email or by any means permitted under the notice provisions of the Deposit Agreement). Upon receipt of such Deposited Securities and the ADR Register, the Company shall use its best efforts to issue to each Holder a Share certificate representing the Shares represented by the ADSs reflected on the ADR Register in such Holder's name and to deliver such Share certificate to the Holder at the address set forth on the ADR Register. After providing such instruction to the Custodian and delivering a copy of the ADR Register to the Company, the Depositary and its agents will perform no further acts under the Deposit Agreement and this ADR and shall cease to have any obligations under the Deposit Agreement and/or the ADRs. After the Company receives the copy of the ADR Register and the Deposited Securities, the Company shall be discharged from all obligations under the Deposit Agreement except (i) to distribute the Shares to the Holders entitled thereto and (ii) for its obligations to the Depositary and its agents.

(18) **Appointment; Acknowledgements and Agreements**. Each Holder and each Beneficial Owner, upon acceptance of any ADSs or ADRs (or any interest in any of them) issued in accordance with the terms and conditions of the Deposit Agreement shall be deemed for all purposes to (a) be a party to and bound by the terms of the Deposit Agreement and the applicable ADR(s), (b) appoint the Depositary its attorney-in-fact, with full power to delegate, to act on its behalf and to take any and all actions contemplated in the Deposit Agreement and the applicable ADR(s), to adopt any and all procedures necessary to comply with applicable law and to take such action as the Depositary in its sole discretion may deem necessary or appropriate to carry out the purposes of the Deposit Agreement and the applicable ADR(s), the taking of such actions to be the conclusive determinant of the necessity and appropriateness thereof, and (c) acknowledge and agree that (i) nothing in the Deposit Agreement or any ADR shall give rise to a partnership or joint venture among the parties thereto nor establish a fiduciary or similar relationship among such parties, (ii) the Depositary, its divisions, branches and affiliates, and their respective agents, may from time to time be in the possession of non-public information about the Company, Holders, Beneficial Owners and/or their respective affiliates, (iii) the Depositary and its divisions, branches and affiliates may at any time have multiple banking relationships with the Company, Holders, Beneficial Owners and/or the affiliates of any of them, (iv) the Depositary and its divisions, branches and affiliates may, from time to time, be engaged in transactions in which parties adverse to the Company, the Holders or Beneficial Owners may have interests, (v) nothing contained in the Deposit Agreement or any ADR(s) shall (A) preclude the Depositary or any of its divisions, branches or affiliates from engaging in such transactions or establishing or maintaining such relationships, or (B) obligate the Depositary or any of its divisions, branches or affiliates to disclose such transactions or relationships or to account for any profit made or payment received in such transactions or relationships, (vi) the Depositary shall not be deemed to have knowledge of any information held by any branch, division or affiliate of the Depositary and (vii) notice to a Holder shall be deemed, for all purposes of the Deposit Agreement and this ADR, to constitute notice to any and all Beneficial Owners of the ADSs evidenced by such Holder's ADRs. For all purposes under the Deposit Agreement and this ADR, the Holder hereof shall be deemed to have all requisite authority to act on behalf of any and all Beneficial Owners of the ADSs evidenced by this ADR.

(19) **Waiver**. EACH PARTY TO THE DEPOSIT AGREEMENT (INCLUDING, FOR AVOIDANCE OF DOUBT, EACH HOLDER AND BENEFICIAL OWNER OF, AND/OR HOLDER OF INTERESTS IN, ADSS OR ADRS) HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING AGAINST THE DEPOSITARY AND/OR THE COMPANY DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE SHARES OR OTHER DEPOSITED SECURITIES, THE ADSs OR THE ADRs, THE DEPOSIT AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREIN OR THEREIN, OR THE BREACH HEREOF OR THEREOF (WHETHER BASED ON CONTRACT, TORT, COMMON LAW OR ANY OTHER THEORY), INCLUDING, WITHOUT LIMITATION, ANY SUIT, ACTION OR PROCEEDING UNDER THE UNITED STATES FEDERAL SECURITIES LAWS.

(20) **Elective Distributions in Cash or Shares**. Whenever the Company intends to distribute a dividend payable at the election of the holders of Shares in cash or in additional Shares, the Company shall give notice thereof to the Depositary at least 30 days prior to the proposed distribution stating whether or not it wishes such elective distribution to be made available to Holders. Upon receipt of notice indicating that the Company wishes such elective distribution to be made available to Holders, the Depositary shall consult with the Company to determine, and the Company shall assist the Depositary in its determination, whether it is lawful and reasonably practicable to make such elective distribution available to the Holders. The Depositary shall make such elective distribution available to Holders only if (i) the Company shall have timely requested that the elective distribution is available to Holders, (ii) the Depositary shall have determined that such distribution is reasonably practicable and (iii) the Depositary shall have received satisfactory documentation within the terms of Section 14 of the Deposit Agreement including, without limitation, any legal opinions of counsel in any applicable jurisdiction that the Depositary in its reasonable discretion may request, at the expense of the Company. If the above conditions are not satisfied, the Depositary shall, to the extent permitted by law, distribute to the Holders, on the basis of the same determination as is made in the local market in respect of the Shares for which no election is made, either (x) cash or (y) additional ADSs representing such additional Shares. If the above conditions are satisfied, the Depositary shall establish a record date and establish procedures to enable Holders to elect the receipt of the proposed dividend in cash or in additional ADSs. The Company shall assist the Depositary in establishing such procedures to the extent necessary. Nothing herein shall obligate the Depositary to make available to Holders a method to receive the elective dividend

in Shares (rather than ADSs). There can be no assurance that Holders or Beneficial Owners generally, or any Holder and/or Beneficial Owner in particular, will be given the opportunity to receive elective distributions on the same terms and conditions as the holders of Shares.

OATLY GROUP AB (publ)
2021 INCENTIVE AWARD PLAN

ARTICLE I.
PURPOSE

The purpose of the Oatly 2021 Incentive Award Plan (the "***Plan***") is to enhance the ability of the Company and its Subsidiaries (each as defined below) to attract, retain and motivate persons who make (or are expected to make) important contributions to the Company and its Subsidiaries by providing these individuals with equity ownership opportunities.

ARTICLE II.
DEFINITIONS

As used in the Plan, the following words and phrases have the meanings specified below, unless the context clearly indicates otherwise:

2.1"***Administrator***" means the Board or a Committee to the extent that the Board's powers or authority under the Plan have been delegated to such Committee. With reference to the Board's or a Committee's powers or authority under the Plan that have been delegated to one or more officers pursuant to Section 4.2, the term "Administrator" shall refer to such officer(s) unless and until such delegation has been revoked.

2.2"***Applicable Law***" means any applicable law, including without limitation: (a) provisions of the Code, the Securities Act, the Exchange Act and any rules or regulations thereunder; (b) corporate, securities, tax or other laws, statutes, rules, requirements or regulations, whether federal, state, local or foreign; and (c) rules of any securities exchange or automated quotation system on which the Shares are listed, quoted or traded.

2.3"***Award***" means an Option, Stock Appreciation Right, Restricted Stock Unit award, Performance Bonus Award, Performance Stock Unit award, Dividend Equivalents award or Other Stock or Cash Based Award granted to a Participant under the Plan.

2.4"***Award Agreement***" means an agreement evidencing an Award, which may be written or electronic, that contains such terms and conditions as the Administrator determines, consistent with and subject to the terms and conditions of the Plan.

2.5"***Board***" means the Board of Directors of the Company.

2.6"***Cause***" means (i) "Cause" as defined in any written employment or service agreement with the Company or an affiliate, to which the Participant is a party, or (ii) if clause (i) does not apply, then "Cause" shall mean (A) the Participant's conviction of, or entry of a plea of no contest to (x) a felony or (y) a misdemeanor involving moral turpitude (or the equivalent of a misdemeanor involving moral turpitude or a felony in a jurisdiction other than the United States), (B) the Participant's gross negligence or willful misconduct, or a willful failure to attempt in good faith to substantially perform his or her duties (other than due to physical illness or incapacity), (C) the Participant's material breach of a material provision of any employment agreement, consulting agreement, directorship agreement or similar services agreement or offer letter between the Participant and the Company or any of its affiliates, or any non-competition, non-disclosure or non-solicitation agreement with the Company or any of its affiliates, (D) the Participant's material violation of any written policies adopted by the Company or any of its affiliates governing the conduct of persons performing services on behalf of the Company or any of its affiliates, (E) the Participant obtaining any material improper personal benefit as a result of breach by the Participant of any covenant or agreement (including a breach by the Participant of the Company's code of ethics or a material breach by

the Participant of other written policies furnished to the Participant relating to personal investment transactions) of which the Participant was or should have been aware, (F) the Participant's fraud or misappropriation, embezzlement or material misuse of funds or property belonging to the Company or any of its affiliates, (G) the Participant's use of alcohol or drugs that materially interferes with the performance of his or her duties, or (H) willful or reckless misconduct in respect of the Participant's obligations to the Company or its affiliates or other acts of misconduct by the Participant occurring during the course of the Participant's employment or service that in either case results in or could reasonably be expected to result in material damage to the property, business or reputation of the Company or its affiliates. Notwithstanding anything to the contrary herein or elsewhere, if, within six (6) months following a Participant's Termination of Service for any reason other than by the Company or the applicable employer affiliate for Cause, the Company or the applicable employer affiliate determines that the Participant's Termination of Service could have been for Cause, the Participant's Termination of Service will be deemed to have been for Cause for all purposes, and the Participant will be required to disgorge to the Company all amounts received under the Plan, the Agreement or otherwise that would not have been payable to the Participant had such Termination of Service been by the Company or the applicable employer affiliate for Cause. The determination of whether Cause exists shall be made by the Administrator in its sole discretion.

2.7"***Change in Control***" means any of the following:

(a)A transaction or series of transactions (other than an offering of Shares to the general public through a registration statement filed with the Securities and Exchange Commission) whereby any "person" or related "group" of "persons" (as such terms are used in Sections 13(d) and 14(d)(2) of the Exchange Act) directly or indirectly acquires beneficial ownership (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act) of the Company's securities possessing more than 50% of the total combined voting power of the Company's securities outstanding immediately after such acquisition; provided, however, that the following acquisitions shall not constitute a Change in Control: (i) any acquisition by the Company or any of its Subsidiaries; (ii) any acquisition by an employee benefit plan maintained by the Company or any of its Subsidiaries, (iii) any acquisition which complies with Sections 2.7(b)(i), 2.7(b)(ii) and 2.7(b)(iii); or (iv) in respect of an Award held by a particular Participant, any acquisition by the Participant or any group of persons including the Participant (or any entity controlled by the Participant or any group of persons including the Participant);

(b)The consummation by the Company (whether directly involving the Company or indirectly involving the Company through one or more intermediaries) of (x) a merger, consolidation, reorganization, or business combination, (y) a sale or other disposition of all or substantially all of the Company's assets in any single transaction or series of related transactions or (z) the acquisition of assets or stock of another entity, in each case other than a transaction:

(i)which results in the Company's voting securities outstanding immediately before the transaction continuing to represent (either by remaining outstanding or by being converted into voting securities of the Company or the person that, as a result of the transaction, controls, directly or indirectly, the Company or owns, directly or indirectly, all or substantially all of the Company's assets or otherwise succeeds to the business of the Company (the Company or such person, the "***Successor Entity***")) directly or indirectly, at least a majority of the combined voting power of the Successor Entity's outstanding voting securities immediately after the transaction;

(ii)after which no person or group beneficially owns voting securities representing 50% or more of the combined voting power of the Successor Entity; provided, however, that no person or group shall be treated for purposes of this Section 2.7(b)(ii) as beneficially owning 50% or more of the combined voting power of the Successor Entity solely as a result of the voting power held in the Company prior to the consummation of the transaction; and

(iii)after which at least a majority of the members of the board of directors (or the analogous governing body) of the Successor Entity were Board members at the time of the Board's approval of the execution of the initial agreement providing for such transaction; or

(c)The completion of a liquidation or dissolution of the Company.

Notwithstanding the foregoing, if a Change in Control constitutes a payment event with respect to any Award (or any portion of an Award) that provides for the deferral of compensation that is subject to Section 409A, to the extent required to avoid the imposition of additional taxes under Section 409A, the transaction or event described in subsection (a), (b), or (c) of this Section 2.7 with respect to such Award (or portion thereof) shall only constitute a Change in Control for purposes of the payment timing of such Award if such transaction also constitutes a "change in control event," as defined in Treasury Regulation Section 1.409A-3(i)(5).

The Administrator shall have full and final authority, which shall be exercised in its sole discretion, to determine conclusively whether a Change in Control has occurred pursuant to the above definition, the date of such Change in Control and any incidental matters relating thereto; provided that any exercise of authority in conjunction with a determination of whether a Change in Control is a "change in control event" as defined in Treasury Regulation Section 1.409A-3(i)(5) shall be consistent with such regulation.

2.8"***Code***" means the U.S. Internal Revenue Code of 1986, as amended, and all regulations, guidance, compliance programs and other interpretative authority issued thereunder.

2.9"***Committee***" means one or more committees or subcommittees of the Board, which may include one or more Company directors or executive officers, to the extent permitted by Applicable Law. To the extent required to comply with the provisions of Rule 16b-3, it is intended that each member of the Committee will be, at the time the Committee takes any action with respect to an Award that is subject to Rule 16b-3, a "non-employee director" within the meaning of Rule 16b-3; however, a Committee member's failure to qualify as a "non-employee director" within the meaning of Rule 16b-3 will not invalidate any Award granted by the Committee that is otherwise validly granted under the Plan.

2.10"***Common Shares***" means the common shares of the Company.

2.11"***Company***" means Oatly Group AB (publ), a Swedish public limited liability company, or any successor.

2.12"***Consultant***" means any person, including any adviser, engaged by the Company or its parent or Subsidiary to render services to such entity if the consultant or adviser provides *bona fide* services to the Company or its parent or Subsidiary and qualifies as a consultant or advisor under Instruction A.1.(a)(1) of Form S-8 under the Act.

2.13"***Designated Beneficiary***" means the beneficiary or beneficiaries the Participant designates, in a manner the Company determines, to receive amounts due or exercise the Participant's rights if the Participant dies. Without a Participant's effective designation, "Designated Beneficiary" will mean the Participant's estate.

2.14"***Director***" means a Board member.

2.15"***Disability***" means, as to any Participant, unless the applicable Award Agreement states otherwise, (i) "Disability," as defined in any employment, severance or consulting agreement between the Participant and the Company or Subsidiary; or (ii) in the absence of any such employment, severance or consulting agreement (or the absence of any definition of "Disability" contained therein), a condition entitling the Participant to receive benefits under a long-term disability plan of the Company or Subsidiary

in which such Participant is eligible to participate, or, in the absence of such a plan, a permanent and total disability within the meaning of Section 22(e)(3) of the Code. Any determination of whether Disability exists in the absence of a long-term disability plan shall be made by the Company (or its designee) in its sole and absolute discretion.

2.16"***Dividend Equivalents***" means a right granted to a Participant to receive the equivalent value (in cash or Shares) of dividends paid on a specified number of Shares. Such Dividend Equivalent shall be converted to cash or additional Shares, or a combination of cash and Shares, by such formula and at such time and subject to such limitations as may be determined by the Administrator.

2.17"***Effective Date***" has the meaning set forth in Section 11.3.

2.18"***Employee***" means any employee of the Company or any of its Subsidiaries.

2.19"***Equity Restructuring***" means a nonreciprocal transaction between the Company and its stockholders, such as a stock dividend, stock split (including a reverse stock split), spin-off or recapitalization through a large, nonrecurring cash dividend, that affects the number or kind of Shares (or other Company securities) or the price of a Share (or other Company securities) and causes a change in the per share value of the Shares underlying outstanding Awards.

2.20"***Exchange Act***" means the U.S. Securities Exchange Act of 1934, as amended, and all regulations, guidance and other interpretative authority issued thereunder.

2.21"***Fair Market Value***" means, as of any date, the value of a Share determined by the Administrator (with full and final authority exercised in its sole discretion) as follows:

(a)if the Shares are listed on any established stock exchange, "fair market value" means the price that is based on the opening, closing, actual, high, or low sale price, or the arithmetic mean of the selling prices of, a Share, on the applicable exchange on the applicable grant date, the preceding trading day, the next succeeding trading day, or the arithmetic mean of selling prices on all trading days over a specified averaging period weighted by volume of trading on each trading day in the period that is within thirty (30) days before or thirty (30) days after the applicable determination date, as determined by the Administrator in its discretion, or such other appropriate date as determined by the Administrator in its discretion, as reported in The Wall Street Journal or such other source as the Administrator deems reliable; provided, that, if an arithmetic mean of prices is used to set a an exercise price for an Option or Stock Appreciation Right, the commitment to grant the applicable Option or Stock Appreciation Right based on such arithmetic mean must be irrevocable before the beginning of the specified averaging period in accordance with Treasury Regulation §1.409A-1(b)(5)(iv)(A). The method of determining Fair Market Value with respect to an Option or Stock Appreciation Right shall be determined by the Administrator; provided, that, if the Administrator does not specify a different method, the Fair Market Value of a Share as of a given date shall be the closing sale price as of the trading day immediately preceding the date as of which Fair Market Value is to be determined or, if there shall be no such sale on such date, the next preceding day on which such a sale shall have occurred;

(b)if the Shares are not listed on an established stock exchange but is quoted on a national market or other quotation system, the value of a Share will be the closing sales price for a Share on such date, or if no sales occurred on such date, then on the last date preceding such date during which a sale occurred, as reported in The Wall Street Journal or another source the Administrator deems reliable;

(c)if the Shares are not listed on any established stock exchange or quoted on a national market or other quotation system, the value of a Share will be established by the Administrator in its sole discretion; or

(d)In the case of an Option or SAR grant made on the IPO Registration Date, the price per share at which Shares are initially offered for sale to the public by the Company's underwriters in the initial public offering of Shares as set forth in the Company's final prospectus included within the registration statement on Form F-1 filed with the Securities and Exchange Commission under the Securities Act.

(e)Notwithstanding the foregoing, the determination of Fair Market Value in all cases shall be in accordance with the requirements set forth under Section 409A of the Code to the extent necessary for an Award to comply with, or be exempt from, Section 409A of the Code.

2.22 "***Greater Than 10% Stockholder***" means an individual then owning (within the meaning of Section 424(d) of the Code) more than 10% of the total combined voting power of all classes of stock of the Company or any parent corporation or subsidiary corporation of the Company, as determined in accordance with in Section 424(e) and (f) of the Code, respectively.

2.23"***Incentive Stock Option***" means an Option that meets the requirements to qualify as an "incentive stock option" as defined in Section 422 of the Code.

2.24"***IPO Registration Date***" means the date on which the Company's registration statement on Form F-1 in connection with its initial public offering of Shares is declared effective by the Securities and Exchange Commission under the Securities Act.

2.25"***Non-Employee Director***" means any Director who is not an Employee.

2.26"***Nonqualified Stock Option***" means an Option that is not an Incentive Stock Option.

2.27"***Option***" means a right granted under Article VI to purchase a specified number of Shares at a specified price per Share during a specified time period. An Option may be an Incentive Stock Option or a Nonqualified Stock Option, or, in jurisdictions where there is no distinction made between Incentive Stock Option or Nonqualified Stock Option, an Option per the definition in the preceding sentence.

2.28"***Other Stock or Cash Based Awards***" means cash awards, awards of Shares, and other awards valued wholly or partially by referring to, or are otherwise based on, Shares or other property.

2.29"***Overall Share Limit***" means 69,496,515 Common Shares (as adjusted to reflect any Equity Restructuring).

2.30"***Participant***" means a Service Provider who has been granted an Award.

2.31"***Performance Bonus Award***" has the meaning set forth in Section 8.3.

2.32"***Performance Stock Unit***" means a right granted to a Participant pursuant to Section 8.1 and subject to Section 8.2, to receive Shares, the payment of which is contingent upon achieving certain performance goals or other performance-based targets established by the Administrator.

2.33"***Permitted Transferee***" means, with respect to a Participant, any "family member" of the Participant, as defined in the General Instructions to Form S-8 Registration Statement under the Securities Act (or any successor form thereto), or any other transferee specifically approved by the Administrator after taking into account Applicable Law.

2.34"***Plan***" means this 2021 Incentive Award Plan, as amended from time to time.

2.35"***Qualifying Retirement***" means a Participant's Termination of Service on or after the earliest date the Participant satisfies the eligibility requirements for retirement under applicable national, state, or provincial law in the Participant's home country, provided such Termination of Service (i) is

approved by the Company to be a Qualifying Retirement, or (ii) if the Participant is an executive officer (within the meaning of Rule 3b-7 under the Exchange Act), is approved as a Qualifying Retirement in advance by the Administrator. Notwithstanding the foregoing, the Participant's Termination of Service will not be considered a Qualifying Retirement if (i) the termination occurs within six (6) months following the Grant Date, or (ii) the Participant is terminated for Cause by the Company or its Subsidiaries.

2.36"***Restricted Stock Unit***" means an unfunded, unsecured right to receive, on the applicable settlement date, on Share or an amount in cash or other consideration determined by the Administrator to be of equal value as of such settlement date, subject to certain vesting conditions and other restrictions.

2.37"***Rule 16b-3***" means Rule 16b-3 promulgated under the Exchange Act.

2.38"***Section 409A***" means Section 409A of the Code.

2.39"***Securities Act***" means the Securities Act of 1933, as amended, and all regulations, guidance and other interpretative authority issued thereunder.

2.40"***Service Provider***" means an Employee, Consultant or Director.

2.41"***Share***" means, as determined by the Administrator in its sole discretion: (i) a Common Share; or (ii) a number or fraction of American depositary instruments being either American Depositary Shares or American Depositary Receipts of the Company representing one Common Share; provided, however, it is understood that the delivery mechanism described in Section 10.7 of the Plan may be used to facilitate the delivery and settlement of an Award in Shares in order to comply with Applicable Laws .

2.42"***Stock Appreciation Right***" or "***SAR***" means a right granted under Article VI to receive a payment equal to the excess of the Fair Market Value of a specified number of Shares on the date the right is exercised over the exercise price set forth in the applicable Award Agreement.

2.43"***Subsidiary***" means any entity (other than the Company), whether domestic or foreign, in an unbroken chain of entities beginning with the Company if each of the entities other than the last entity in the unbroken chain beneficially owns, at the time of the determination, securities or interests representing at least 50% of the total combined voting power of all classes of securities or interests in one of the other entities in such chain.

2.44"***Substitute Awards***" means Awards granted or Shares issued by the Company in assumption of, or in substitution or exchange for, awards previously granted, or the right or obligation to make future awards, in each case by a company or other entity acquired by the Company or any Subsidiary or with which the Company or any Subsidiary combines.

2.45"***Termination of Service***" means as to any Participant, the time when the engagement of the relevant Participant as a Service Provider in the relevant capacity is terminated (or notified for termination, as relevant), or the Service Provider otherwise ceases to perform services to the Company and/or the Subsidiaries for a sustained period of time, in each case for any reason, with or without Cause, including, without limitation, resignation, discharge, death, Qualifying Retirement or Disability, but excluding terminations where the Participant simultaneously commences or remains a Service Provider with the Company, any Subsidiary or an affiliate in another capacity.

The Company, in its sole discretion, shall determine the effect of all matters and questions relating to any Termination of Service, including, without limitation, whether a Termination of Service has occurred, whether a Termination of Service resulted from a discharge for Cause or Qualifying Retirement and all questions of whether particular leaves of absence constitute a Termination of Service.

ARTICLE III.
ELIGIBILITY

Service Providers are eligible to be granted Awards under the Plan, subject to the limitations described herein. No Service Provider shall have any right to be granted an Award pursuant to the Plan and neither the Company nor the Administrator is obligated to treat Service Providers, Participants or any other persons uniformly.

ARTICLE IV.
ADMINISTRATION AND DELEGATION

4.1Administration.

(a)The Plan is administered by the Administrator. The Administrator has authority to determine which Service Providers receive Awards, grant Awards and set Award terms and conditions, subject to the conditions and limitations in the Plan. The Administrator also has the authority to take all actions and make all determinations under the Plan, to interpret the Plan and Award Agreements and to adopt, amend and repeal Plan administrative rules, guidelines and practices as it deems advisable. The Administrator may correct defects and ambiguities, supply omissions, reconcile inconsistencies in the Plan or any Award and make all other determinations that it deems necessary or appropriate to administer the Plan and any Awards. The Administrator (and each member thereof) is entitled to, in good faith, rely or act upon any report or other information furnished to it, him or her by any officer or other employee of the Company or any Subsidiary, the Company's independent certified public accountants, or any executive compensation consultant or other professional retained by the Company to assist in the administration of the Plan. The Administrator's determinations under the Plan are in its sole discretion and will be final, binding and conclusive on all persons having or claiming any interest in the Plan or any Award.

(b)Without limiting the foregoing, the Administrator has the exclusive power, authority and sole discretion to: (i) designate Participants; (ii) determine the type or types of Awards to be granted to each Participant; (iii) determine the number of Awards to be granted and the number of Shares to which an Award will relate; (iv) subject to the limitations in the Plan, determine the terms and conditions of any Award and related Award Agreement, including, but not limited to, the exercise price, grant price, purchase price, any performance criteria, any restrictions or limitations on the Award, any schedule for vesting, lapse of forfeiture restrictions or restrictions on the exercisability of an Award, and accelerations, waivers or amendments thereof; (v) determine whether, to what extent, and under what circumstances an Award may be settled in, or the exercise price of an Award may be paid in cash, Shares, or other property, or an Award may be canceled, forfeited, or surrendered; (vi) suspend the right to exercise or net exercise any Award during any blackout period that is necessary or desirable to comply with the requirements of applicable securities or exchange control laws or other applicable laws, without the Participant's consent; and (vii) make all other decisions and determinations that may be required pursuant to the Plan or as the Administrator deems necessary or advisable to administer the Plan.

(c)The authority of the Administrator shall be subject to any limitations conferred by Applicable Law or any resolution of the shareholders from time to time.

4.2Delegation of Authority. To the extent permitted by Applicable Law, the Board or any Committee may delegate any or all of its powers under the Plan to one or more Committees or officers of the Company or any of its Subsidiaries; provided, however, that in no event shall an officer of the Company or any of its Subsidiaries be delegated the authority to grant Awards to, or amend Awards held by, the following individuals: (a) individuals who are subject to Section 16 of the Exchange Act, or (b) officers of the Company or any of its Subsidiaries or Directors to whom authority to grant or amend Awards has been delegated hereunder. Any delegation hereunder shall be subject to the restrictions and limits that the Board

or Committee specifies at the time of such delegation or that are otherwise included in the applicable organizational documents, and the Board or Committee, as applicable, may at any time rescind the authority so delegated or appoint a new delegatee. At all times, the delegatee appointed under this Section 4.2 shall serve in such capacity at the pleasure of the Board or the Committee, as applicable, and the Board or the Committee may abolish any committee at any time and re-vest in itself any previously delegated authority. Further, regardless of any delegation, the Board or a Committee may, in its discretion, exercise any and all rights and duties as the Administrator under the Plan delegated thereby, except with respect to Awards that are required to be determined in the sole discretion of the Committee under the rules of any securities exchange or automated quotation system on which the Shares are listed, quoted or traded.

ARTICLE V.
SHARES AVAILABLE FOR AWARDS

5.1Number of Shares. Subject to adjustment under Article IX (*Adjustment for Changes in Shares and Certain Other Events*) and the terms of this Article V, Awards may be made under the Plan covering up to the Overall Share Limit.

5.2Share Recycling.

(a)If all or any part of an Award expires, lapses or is terminated, the unused Shares covered by the Award will, as applicable, become or again be available for Awards under the Plan. Any Shares that are subject to Awards that may only be settled in cash shall not reduce such aggregate number of Shares for which Awards may be granted under the Plan. In addition, if any Shares are subject to an Award that is settled in cash in lieu of Shares, then such shares shall, in each such case, become available for the grant of Awards under Plan.

(b)In addition, to the extent permitted by Applicable Law, the following Shares shall be available for future grants of Awards: (i) Shares tendered by a Participant or withheld by the Company in payment of the exercise price of an Option; (ii) Shares tendered by the Participant or withheld by the Company to satisfy any tax withholding obligation with respect to an Award; and (iii) Shares subject to a Stock Appreciation Right that are not issued in connection with the stock settlement of the Stock Appreciation Right on exercise thereof. Notwithstanding the provisions of this Section 5.2(b), no Shares may again be optioned, granted or awarded pursuant to an Incentive Stock Option if such action would cause such Option to fail to qualify as an incentive stock option under Section 422 of the Code.

5.3Incentive Stock Option Limitations. Notwithstanding anything to the contrary herein, no more than 69,496,515 Common Shares (as adjusted to reflect any Equity Restructuring) may be issued pursuant to the exercise of Incentive Stock Options.

5.4Substitute Awards. In connection with an entity's merger or consolidation with the Company or any Subsidiary or the Company's or any Subsidiary's acquisition of an entity's property or stock, the Administrator may grant Awards in substitution for any options or other stock or stock-based awards granted before such merger or consolidation by such entity or its affiliate. Substitute Awards may be granted on such terms and conditions as the Administrator deems appropriate, notwithstanding limitations on Awards in the Plan. Substitute Awards will not count against the Overall Share Limit (nor shall Shares subject to a Substitute Award be added to the Shares available for Awards under the Plan as provided above), except that Shares acquired by exercise of substitute Incentive Stock Options will count against the maximum number of Shares that may be issued pursuant to the exercise of Incentive Stock Options under the Plan. Additionally, in the event that a company acquired by the Company or any Subsidiary or with which the Company or any Subsidiary combines has shares available under a pre-existing plan approved by stockholders and not adopted in contemplation of such acquisition or combination, the shares available for grant pursuant to the terms of such pre-existing plan (as appropriately

adjusted to reflect the transaction) may be used for Awards under the Plan and shall not reduce the Shares authorized for grant under the Plan (and Shares subject to such Awards may again become available for Awards under the Plan as provided under Section 5.2 above); provided that Awards using such available shares shall not be made after the date awards or grants could have been made under the terms of the pre-existing plan, absent the acquisition or combination, and shall only be made to individuals who were not employees or directors of the Company or any of its Subsidiaries prior to such acquisition or combination.

ARTICLE VI.
STOCK OPTIONS AND STOCK APPRECIATION RIGHTS

6.1General. The Administrator may grant Options or Stock Appreciation Rights to one or more Service Providers, subject to such terms and conditions not inconsistent with the Plan as the Administrator shall determine. The Administrator will determine the number of Shares covered by each Option and Stock Appreciation Right, the exercise price of each Option and Stock Appreciation Right and the conditions and limitations applicable to the exercise of each Option and Stock Appreciation Right. A Stock Appreciation Right will entitle the Participant (or other person entitled to exercise the Stock Appreciation Right) to receive from the Company upon exercise of the exercisable portion of the Stock Appreciation Right an amount determined by multiplying the excess, if any, of the Fair Market Value of one Share on the date of exercise over the exercise price per Share of the Stock Appreciation Right by the number of Shares with respect to which the Stock Appreciation Right is exercised, subject to any limitations of the Plan or that the Administrator may impose and payable in cash, Shares valued at Fair Market Value on the date of exercise or a combination of the two as the Administrator may determine or provide in the Award Agreement.

6.2Exercise Price. The Administrator will establish each Option's and Stock Appreciation Right's exercise price and specify the exercise price in the Award Agreement. Subject to Section 6.6, the exercise price will not be less than 100% of the Fair Market Value on the grant date of the Option or Stock Appreciation Right. Notwithstanding the foregoing, (i) in the case of an Option or Stock Appreciation Right that is a Substitute Award, the exercise price per share of the Shares subject to such Option or Stock Appreciation Right, as applicable, may be less than the Fair Market Value per share on the date of grant; provided that the exercise price of any Substitute Award shall be determined in accordance with the applicable requirements of Section 424 and 409A of the Code and (ii) an Option or Stock Appreciation Right may be granted with an exercise price per share that is less than the Fair Market Value per share on the date of grant to individuals who are not subject to U.S. income tax on the date of grant.

6.3Duration of Options. Subject to Section 6.6, each Option or Stock Appreciation Right will be exercisable at such times and as specified in the Award Agreement, provided that the term of an Option or Stock Appreciation Right will not exceed ten years; provided, further, that, unless otherwise determined by the Administrator, (a) no portion of an Option or Stock Appreciation Right which is unexercisable at a Participant's Termination of Service shall thereafter become exercisable and (b) the portion of an Option or Stock Appreciation Right that is unexercisable at a Participant's Termination of Service shall automatically expire on the date of such Termination of Service. Notwithstanding the foregoing in the event that on the last business day of the term of an Option (other than an Incentive Stock Option) or Stock Appreciation Right (a) the exercise of such Option or Stock Appreciation Right is prohibited by Applicable Law or (b) Shares may not be purchased or sold by certain employees or directors of the Company due to the "black-out period" of a Company policy or a "lock-up" agreement undertaken in connection with an issuance of securities by the Company, the Administrator may provide that the term of the Option or Stock Appreciation Right shall be extended but not beyond a period of thirty (30) days following the end of the legal prohibition, black-out period or lock-up agreement, to the extent an extension does not cause adverse tax consequences to the Participant under Section 409A of the Code and such extension complies with Applicable Law. Notwithstanding the foregoing, if the Participant, prior to the end of the term of an Option

or Stock Appreciation Right, commits an act of Cause (as determined by the Administrator), or violates any non-competition, non-solicitation or confidentiality provisions of any employment contract, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company or any of its Subsidiaries, the right to exercise the Option or Stock Appreciation Right, as applicable, may be terminated by the Company and the Company may suspend the Participant's right to exercise the Option or Stock Appreciation Right when it reasonably believes that the Participant may have participated in any such act or violation.

6.4Exercise. Options and Stock Appreciation Rights may be exercised by delivering to the Company (or such other person or entity designated by the Administrator) a notice of exercise, in a form and manner the Company approves (which may be written, electronic or telephonic and may contain representations and warranties deemed advisable by the Administrator), signed or authenticated by the person authorized to exercise the Option or Stock Appreciation Right, together with, as applicable, payment in full of (a) the exercise price for the number of Shares for which the Option is exercised in a manner specified in Section 6.5 and (b) all applicable taxes in a manner specified in Section 10.5. The Administrator may, in its discretion, limit exercise with respect to fractional Shares and require that any partial exercise of an Option or Stock Appreciation Right be with respect to a minimum number of Shares.

6.5Payment Upon Exercise. The Administrator shall determine the methods by which payment of the exercise price of an Option shall be made, including, without limitation:

(a)cash, check or wire transfer of immediately available funds; provided that the Company may limit the use of one of the foregoing methods if one or more of the methods below is permitted;

(b)Only with the consent of the Administrator in writing and to the extent permitted by Applicable Law, if there is a public market for Shares at the time of exercise, unless the Company otherwise determines, (A) delivery (including electronically or telephonically to the extent permitted by the Company) of a notice that the Participant has placed a market sell order with a broker acceptable to the Company with respect to Shares then issuable upon exercise of the Option and that the broker has been directed to deliver promptly to the Company funds sufficient to pay the exercise price, or (B) the Participant's delivery to the Company of a copy of irrevocable and unconditional instructions to a broker acceptable to the Company to deliver promptly to the Company an amount sufficient to pay the exercise price by cash, wire transfer of immediately available funds or check; provided that such amount is paid to the Company at such time as may be required by the Company;

(c)Only with the consent of the Administrator in writing and to the extent permitted by Applicable Law, delivery (either by actual delivery or attestation) of Shares owned by the Participant valued at their Fair Market Value on the date of delivery;

(d)To the extent permitted by the Administrator with respect to Nonqualified Stock Options, by a "net exercise" method whereby the Company withholds from the delivery of the Shares for which the Option was exercised that number of Shares having a Fair Market Value equal to the aggregate exercise price for the Shares for which the Option was exercised;

(e)to the extent permitted by the Administrator, any combination of the above payment forms.

6.6Additional Terms of Incentive Stock Options. The Administrator may grant Incentive Stock Options only to employees of the Company, any of its present or future parent or subsidiary corporations, as defined in Sections 424(e) or (f) of the Code, respectively, and any other entities the employees of which are eligible to receive Incentive Stock Options under the Code. If an Incentive Stock Option is granted to a Greater Than 10% Stockholder, the exercise price will not be less than 110% of the

Fair Market Value on the Option's grant date, and the term of the Option will not exceed five years. All Incentive Stock Options (and Award Agreements related thereto) will be subject to and construed consistently with Section 422 of the Code. By accepting an Incentive Stock Option, the Participant agrees to give prompt notice to the Company of dispositions or other transfers (other than in connection with a Change in Control) of Shares acquired under the Option made within (a) two years from the grant date of the Option or (b) one year after the transfer of such Shares to the Participant, specifying the date of the disposition or other transfer and the amount the Participant realized, in cash, other property, assumption of indebtedness or other consideration, in such disposition or other transfer. Neither the Company nor the Administrator will be liable to a Participant, or any other party, if an Incentive Stock Option fails or ceases to qualify as an "incentive stock option" under Section 422 of the Code. Any Incentive Stock Option or portion thereof that fails to qualify as an "incentive stock option" under Section 422 of the Code for any reason, including becoming exercisable with respect to Shares having a fair market value exceeding the $100,000 limitation under Treasury Regulation Section 1.422-4, will be a Nonqualified Stock Option. No Incentive Stock Option may be granted pursuant to the Plan after the tenth anniversary of the earlier of (i) the date the Plan was adopted by the Company and (ii) the date the Plan was approved by the Company's stockholders.

ARTICLE VII.
RESTRICTED STOCK UNITS

7.1General. The Administrator may grant Restricted Stock Units, which may be subject to vesting and forfeiture conditions during the applicable restriction period or periods, as set forth in an Award Agreement, to Service Providers. The Administrator shall establish the purchase price, if any, and form of payment for Restricted Stock Units; provided, however, that if a purchase price is charged, such purchase price shall be no less than the par value, if any, of the Shares to be purchased, unless otherwise permitted by Applicable Law. In all cases, legal consideration shall be required for each issuance of Restricted Stock Units to the extent required by Applicable Law. The Award Agreement for each Restricted Stock Unit Award shall set forth the terms and conditions not inconsistent with the Plan as the Administrator shall determine. The Administrator may provide that settlement of Restricted Stock Units will occur upon or as soon as reasonably practicable after the Restricted Stock Units vest or will instead be deferred, on a mandatory basis or at the Participant's election, subject to compliance with Applicable Law.

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ARTICLE VIII.
OTHER TYPES OF AWARDS

8.1General. The Administrator may grant Performance Stock Unit awards, Performance Bonus Awards, Dividend Equivalents or Other Stock or Cash Based Awards, to one or more Service Providers, in such amounts and subject to such terms and conditions not inconsistent with the Plan as the Administrator shall determine.

8.2Performance Stock Unit Awards. Each Performance Stock Unit award shall be denominated in a number of Shares or in unit equivalents of Shares or units of value (including a dollar value of Shares) and may be linked to any one or more of performance or other specific criteria, including service to the Company or Subsidiaries, determined to be appropriate by the Administrator, in each case on a specified date or dates or over any period or periods determined by the Administrator. In making such determinations, the Administrator may consider (among such other factors as it deems relevant in light of the specific type of award) the contributions, responsibilities and other compensation of the particular Participant.

8.3Performance Bonus Awards. Each right to receive a bonus granted under this Section 8.3 shall be denominated in the form of cash (but may be payable in cash, stock or a combination thereof) (a "***Performance Bonus Award***") and shall be payable upon the attainment of performance goals that are established by the Administrator and relate to one or more of performance or other specific criteria, including service to the Company or Subsidiaries, in each case on a specified date or dates or over any period or periods determined by the Administrator.

8.4Dividend Equivalents. If the Administrator provides, an Award (other than an Option or Stock Appreciation Right) may provide a Participant with the right to receive Dividend Equivalents. Dividend Equivalents may be paid currently or credited to an account for the Participant, settled in cash or Shares and subject to the same restrictions on transferability and forfeitability as the Award with respect to which the Dividend Equivalents are granted and subject to other terms and conditions as set forth in the Award Agreement. Notwithstanding anything to the contrary herein, Dividend Equivalents with respect to an Award subject to vesting shall either (i) to the extent permitted by Applicable Law, not be paid or credited or (ii) be accumulated and subject to vesting to the same extent as the related Award. All such Dividend Equivalents shall be paid at such time as the Administrator shall specify in the applicable Award Agreement.

8.5Other Stock or Cash Based Awards. Other Stock or Cash Based Awards may be granted to Participants, including Awards entitling Participants to receive cash or Shares to be delivered in the future and annual or other periodic or long-term cash bonus awards (whether based on specified performance criteria or otherwise), in each case subject to any conditions and limitations in the Plan. Such Other Stock or Cash Based Awards will also be available as a payment form in the settlement of other Awards, as standalone payments and as payment in lieu of compensation to which a Participant is otherwise entitled. Other Stock or Cash Based Awards may be paid in Shares, cash or other property, as the Administrator determines. Subject to the provisions of the Plan, the Administrator will determine the terms and conditions of each Other Stock or Cash Based Award, including any purchase price, performance goal(s), transfer restrictions, and vesting conditions, which will be set forth in the applicable Award Agreement. Except in connection with a spin-off or other similar event as otherwise permitted under Article IX (*Adjustment for Changes in Shares and Certain Other Events*), dividends that are paid prior to vesting of any Other Stock or Cash Based Award shall only be paid to the applicable Participant to the extent that the vesting conditions are subsequently satisfied and the Other Stock or Cash Based Award vests.

ARTICLE IX.
ADJUSTMENTS FOR CHANGES IN SHARES AND CERTAIN OTHER EVENTS

9.1Equity Restructuring. In connection with any Equity Restructuring, notwithstanding anything to the contrary in this Article IX the Administrator may equitably adjust the terms of the Plan and each outstanding Award as it deems appropriate to reflect the Equity Restructuring, which may include (i) adjusting the number and type of securities subject to each outstanding Award or with respect to which Awards may be granted under the Plan (including, but not limited to, adjustments of the limitations in Article V (*Stock Available for Awards*) hereof on the maximum number and kind of shares that may be issued); (ii) adjusting the terms and conditions of (including the grant or exercise price), and the performance goals or other criteria included in, outstanding Awards; and (iii) granting new Awards or making cash payments to Participants. The adjustments provided under this Section 9.1 will be final and binding on all interested parties, including the affected Participant and the Company; provided that the Administrator will determine whether an adjustment is equitable.

9.2Corporate Transactions. In the event of any dividend or other distribution (whether in the form of cash, Shares, other securities, or other property, but excluding an ordinary dividend or distribution), reorganization, merger, consolidation, split-up, spin off, combination, amalgamation, repurchase,

recapitalization, liquidation, dissolution, or sale, transfer, exchange or other disposition of all or substantially all of the assets of the Company, or sale or exchange of Shares or other securities of the Company, Change in Control, other similar corporate transaction or event, other unusual or nonrecurring transaction or event affecting the Company or its financial statements or any change in any Applicable Law or accounting principles, the Administrator, on such terms and conditions as it deems appropriate, either by the terms of the Award or by action taken prior to the occurrence of such transaction or event (except that action to give effect to a change in Applicable Law or accounting principles may be made within a reasonable period of time after such change) and either automatically or upon the Participant's request, is hereby authorized to take any one or more of the following actions whenever the Administrator determines that such action is appropriate in order to (x) prevent dilution or enlargement of the benefits or potential benefits intended by the Company to be made available under the Plan or with respect to any Award granted or issued under the Plan, (y) to facilitate such transaction or event or (z) give effect to such changes in Applicable Law or accounting principles:

(a)To provide for the cancellation of any such Award in exchange for either an amount of cash or other property with a value equal to the amount that could have been obtained upon the exercise or settlement of the vested portion of such Award or realization of the Participant's rights under the vested portion of such Award, as applicable; provided that, if the amount that could have been obtained upon the exercise or settlement of the vested portion of such Award or realization of the Participant's rights, in any case, is equal to or less than zero, then the Award may be terminated without payment;

(b)To provide that such Award shall vest and, to the extent applicable, be exercisable as to all Shares (or other property) covered thereby, notwithstanding anything to the contrary in the Plan or the provisions of such Award;

(c)To provide that such Award be assumed by the successor or survivor corporation or entity, or a parent or subsidiary thereof, or shall be substituted for by awards covering the stock of the successor or survivor corporation or entity, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of shares and applicable exercise or purchase price, in all cases, as determined by the Administrator;

(d)To make adjustments in the number and type of Shares (or other securities or property) subject to outstanding Awards or with respect to which Awards may be granted under the Plan (including, but not limited to, adjustments of the limitations in Article V (*Stock Available for Awards*) hereof on the maximum number and kind of shares which may be issued) or in the terms and conditions of (including the grant or exercise price), and the criteria included in, outstanding Awards;

(e)To replace such Award with other rights or property selected by the Administrator; or

(f)To provide that the Award will terminate and cannot vest, be exercised or become payable after the applicable event.

9.3Change in Control.

(a)Notwithstanding any other provision of the Plan, in the event of a Change in Control, unless the Administrator elects to (i) terminate an Award in exchange for cash, rights or property, or (ii) cause an Award to become fully exercisable and no longer subject to any forfeiture restrictions prior to the consummation of a Change in Control, pursuant to Section 9.2, (A) such Award (other than any portion subject to performance-based vesting) shall continue in effect or be assumed or an equivalent Award substituted by the successor corporation or a parent or subsidiary of the successor corporation and (B) the portion of such Award subject to performance-based vesting shall be subject to the terms and conditions of

the applicable Award Agreement and, in the absence of applicable terms and conditions, the Administrator's discretion.

(b)In the event that the successor corporation in a Change in Control refuses to assume or substitute for an Award (other than any portion subject to performance-based vesting), and provided that (and only if) the Administrator has determined that the relevant Award shall not continue in effect (which the Administrator may do in its sole discretion), the Administrator shall cause such Award to become fully vested and, if applicable, exercisable immediately prior to the consummation of such transaction and all forfeiture restrictions on such Award to lapse and, to the extent unexercised upon the consummation of such transaction, to terminate in exchange for cash, rights or other property. The Administrator shall notify the Participant of any Award that becomes exercisable pursuant to the preceding sentence that such Award shall be fully exercisable for a period of time as determined by the Administrator (which shall be 15 days if no period of time is determined by the Administrator) from the date of such notice, contingent upon the occurrence of the Change in Control, and such Award shall terminate upon the consummation of the Change in Control in accordance with the preceding sentence.

(c)For the purposes of this Section 9.3, an Award shall be considered assumed if, following the Change in Control, the Award confers the right to purchase or receive, for each Share subject to the Award immediately prior to the Change in Control, the consideration (whether stock, cash, or other securities or property) received in the Change in Control by holders of Shares for each Share held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares); provided, however, that if such consideration received in the Change in Control was not solely shares of the successor corporation or its parent, the Administrator may, with the consent of the successor corporation, provide for the consideration to be received upon the exercise of the Award, for each Share subject to an Award, to be solely shares of the successor corporation or its parent equal in fair market value to the per-share consideration received by holders of Shares in the Change in Control.

9.4Administrative Stand Still. In the event of any pending stock dividend, stock split, combination or exchange of shares, merger, consolidation or other distribution (other than normal cash dividends) of Company assets to stockholders, or any other extraordinary transaction or change affecting the Shares or the share price of the Shares (including any Equity Restructuring or any securities offering or other similar transaction) or for reasons of administrative convenience or to facilitate compliance with any Applicable Law, the Company may refuse to permit the exercise or settlement of one or more Awards for such period of time as the Company may determine to be reasonably appropriate under the circumstances.

9.5General. Except as expressly provided in the Plan or the Administrator's action under the Plan, no Participant will have any rights due to any subdivision or consolidation of Shares of any class, dividend payment, increase or decrease in the number of Shares of any class or dissolution, liquidation, merger, or consolidation of the Company or other corporation. Except as expressly provided with respect to an Equity Restructuring under Section 9.1 above or the Administrator's action under the Plan, no issuance by the Company of Shares of any class, or securities convertible into Shares of any class, will affect, and no adjustment will be made regarding, the number of Shares subject to an Award or the Award's grant or exercise price. The existence of the Plan, any Award Agreements and the Awards granted hereunder will not affect or restrict in any way the Company's right or power to make or authorize (i) any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, (ii) any merger, consolidation, spinoff, dissolution or liquidation of the Company or sale of Company assets or (iii) any sale or issuance of securities, including securities with rights superior to those of the Shares or securities convertible into or exchangeable for Shares.

ARTICLE X.
PROVISIONS APPLICABLE TO AWARDS

10.1Transferability.

(a)No Award may be sold, assigned, transferred, pledged or otherwise encumbered, either voluntarily or by operation of law, except by will or the laws of descent and distribution, or, subject to the Administrator's consent, pursuant to a domestic relations order, unless and until such Award has been exercised or the Shares underlying such Award have been issued, and all restrictions applicable to such Shares have lapsed. During the life of a Participant, Awards will be exercisable only by the Participant, unless it has been disposed of pursuant to a domestic relations order. After the death of a Participant, any exercisable portion of an Award may, prior to the time when such portion becomes unexercisable under the Plan or the applicable Award Agreement, be exercised by the Participant's personal representative or by any person empowered to do so under the deceased Participant's will or under the then-Applicable Law of descent and distribution. References to a Participant, to the extent relevant in the context, will include references to a transferee approved by the Administrator.

(b)Notwithstanding Section 10.1(a), the Administrator, in its sole discretion, may determine to permit a Participant or a Permitted Transferee of such Participant to transfer an Award other than an Incentive Stock Option (unless such Incentive Stock Option is intended to become a Nonqualified Stock Option) to any one or more Permitted Transferees of such Participant, subject to the following terms and conditions: (i) an Award transferred to a Permitted Transferee shall not be assignable or transferable by the Permitted Transferee other than (A) to another Permitted Transferee of the applicable Participant or (B) by will or the laws of descent and distribution or, subject to the consent of the Administrator, pursuant to a domestic relations order; (ii) an Award transferred to a Permitted Transferee shall continue to be subject to all the terms and conditions of the Award as applicable to the original Participant (other than the ability to further transfer the Award to any Person other than another Permitted Transferee of the applicable Participant); (iii) the Participant (or transferring Permitted Transferee) and the receiving Permitted Transferee shall execute any and all documents requested by the Administrator, including, without limitation documents to (A) confirm the status of the transferee as a Permitted Transferee, (B) satisfy any requirements for an exemption for the transfer under Applicable Law and (C) evidence the transfer; and (iv) any transfer of an Award to a Permitted Transferee shall be without consideration, except as required by Applicable Law. In addition, and further notwithstanding Section 10.1(a), the Administrator, in its sole discretion, may determine to permit a Participant to transfer Incentive Stock Options to a trust that constitutes a Permitted Transferee if, under Section 671 of the Code and other Applicable Law, the Participant is considered the sole beneficial owner of the Incentive Stock Option while it is held in the trust.

(c)Notwithstanding Section 10.1(a), a Participant may, in the manner determined by the Administrator, designate a Designated Beneficiary. A Designated Beneficiary, legal guardian, legal representative, or other person claiming any rights pursuant to the Plan is subject to all terms and conditions of the Plan and any Award Agreement applicable to the Participant and any additional restrictions deemed necessary or appropriate by the Administrator. Subject to the foregoing, a beneficiary designation may be changed or revoked by a Participant at any time; provided that the change or revocation is delivered in writing to the Administrator prior to the Participant's death.

10.2Documentation. Each Award will be evidenced in an Award Agreement in such form as the Administrator determines in its discretion. Each Award may contain such terms and conditions as are determined by the Administrator in its sole discretion, to the extent not inconsistent with those set forth in the Plan.

10.3Changes in Participant's Status. The Administrator will determine how the Disability, death, Qualifying Retirement, authorized leave of absence or any other change or purported change in a

Participant's Service Provider status affects an Award and the extent to which, and the period during which, the Participant, the Participant's legal representative, conservator, guardian or Designated Beneficiary may exercise rights under the Award, if applicable. Except to the extent otherwise required by Applicable Law or expressly authorized by the Company or by the Company's written policy on leaves of absence, no service credit shall be given for vesting purposes for any period the Participant is on a leave of absence.

10.4Withholding. Each Participant must pay the Company, or make provision satisfactory to the Administrator for payment of, any taxes required by law to be withheld in connection with such Participant's Awards by the date of the event creating the tax liability. The Company may deduct an amount sufficient to satisfy such tax obligations from any payment of any kind otherwise due to a Participant. The amount deducted shall be determined by the Company and may be up to, but no greater than, the aggregate amount of such obligations based on the maximum statutory withholding rates in the applicable Participant's jurisdiction for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such taxable income. Subject to any Company insider trading policy (including blackout periods), Participants may satisfy such tax obligations (i) in cash, by wire transfer of immediately available funds, by check made payable to the order of the Company; provided that the Company may limit the use of one of the foregoing methods if one or more of the exercise methods below is permitted, (ii) only with the consent of the Administrator in writing and to the extent permitted by Applicable Law, in whole or in part by delivery of Shares, including Shares delivered by attestation and Shares retained from the Award creating the tax obligation, valued at their Fair Market Value on the date of delivery, (iii) only with the consent of the Administrator in writing and to the extent permitted by Applicable Law, if there is a public market for Shares at the time the tax obligations are satisfied, unless the Administrator otherwise determines, (A) delivery (including electronically or telephonically to the extent permitted by the Company) of a notice that the Participant has placed a market sell order with a broker acceptable to the Company with respect to Shares then issuable upon exercise of the Option and that the broker has been directed to deliver promptly to the Company funds sufficient to satisfy the tax obligations, or (B) the Participant's delivery to the Company of a copy of irrevocable and unconditional instructions to a broker acceptable to the Company to deliver promptly to the Company an amount sufficient to satisfy the tax withholding by cash, wire transfer of immediately available funds or check; provided that such amount is paid to the Company at such time as may be required by the Company, (iv) to the extent permitted by the Administrator in writing, delivery of a promissory note or any other lawful consideration or (v) to the extent permitted by the Administrator in writing, any combination of the foregoing payment forms. If any tax withholding obligation will be satisfied under clause (ii) of the immediately preceding sentence by the Company's retention of Shares from the Award creating the tax obligation and there is a public market for Shares at the time the tax obligation is satisfied, the Company may elect to instruct any brokerage firm determined acceptable to the Company for such purpose to sell on the applicable Participant's behalf some or all of the Shares retained and to remit the proceeds of the sale to the Company or its designee, and each Participant's acceptance of an Award under the Plan will constitute the Participant's authorization to the Company and instruction and authorization to such brokerage firm to complete the transactions described in this sentence.

10.5Amendment of Award; Repricing. The Administrator may amend, modify or terminate any outstanding Award, including by substituting another Award of the same or a different type, changing the exercise or settlement date, and converting an Incentive Stock Option to a Nonqualified Stock Option. The Participant's consent to such action will be required unless (i) the action, taking into account any related action, does not materially and adversely affect the Participant's rights under the Award, or (ii) the change is permitted under Article IX (*Adjustment for Changes in Shares and Certain Other Events*) or pursuant to Section 11.6 (*Section 409A*). In addition, the Administrator shall, without the approval of the stockholders of the Company, have the authority to (a) amend any outstanding Option or Stock Appreciation Right to reduce its exercise price per Share, or (b) cancel any Option or Stock Appreciation Right in exchange for cash or another Award.

10.6Conditions on Delivery of Shares. The Company will not be obligated to deliver any Shares under the Plan or remove restrictions from Shares previously delivered under the Plan until (i) all Award conditions have been met or removed to the Company's satisfaction, (ii) as determined by the Company, all other legal matters regarding the issuance and delivery of such Shares have been satisfied, including any applicable securities laws and stock exchange or stock market rules and regulations, and (iii) the Participant has executed and delivered to the Company such representations or agreements as the Administrator deems necessary or appropriate to satisfy Applicable Law, including to the extent applicable, any lock-up agreement. The Company's inability to obtain authority from any regulatory body having jurisdiction, which the Administrator determines is necessary to the lawful issuance and sale of any securities, will relieve the Company of any liability for failing to issue or sell such Shares as to which such requisite authority has not been obtained.

10.7Delivery of Warrants. An Award may be settled by delivering warrants, entitling the holder to the immediate subscription of one Common Share against the (at the time) quota value of such Common Share, and which shall be immediately converted into Common Shares pursuant to this Section 10.7. The Participants hereby irrevocably and unconditionally authorize the Administrator to procure the immediate exercise of each such warrant and the subscription of Common Shares as a result of such exercise as described in the previous sentence. The exercise price, if any, payable by a Participant as a result of the immediate exercise of such warrant shall be deemed paid by the Company on behalf of such Participant and shall be deducted from any salary or other compensation payable to such Participant by the Company or any relevant Subsidiary. For the avoidance of doubt, no Awards shall be entitled to settlement in any amount greater than the value of the Common Shares underlying the Award.

10.8Acceleration. The Administrator may at any time provide that any Award will become immediately vested and fully or partially exercisable, free of some or all restrictions or conditions, or otherwise fully or partially realizable.

ARTICLE XI.
MISCELLANEOUS

11.1No Right to Employment or Other Status. No person will have any claim or right to be granted an Award, and the grant of an Award will not be construed as giving a Participant the right to continue employment or any other relationship with the Company. The Company expressly reserves the right at any time to dismiss or otherwise terminate its relationship with a Participant free from any liability or claim under the Plan or any Award, except as expressly provided in an Award Agreement or other written agreement between the Participant and the Company or any Subsidiary.

11.2No Rights as Shareholder; Certificates. Subject to the Award Agreement, no Participant or Designated Beneficiary will have any rights as a shareholder with respect to any Shares to be distributed under an Award until becoming the record holder of such Shares. Notwithstanding any other provision of the Plan, unless the Administrator otherwise determines or Applicable Law requires, the Company will not be required to deliver to any Participant certificates evidencing Shares issued in connection with any Award and instead such Shares may be recorded in the books of the Company (or, as applicable, its transfer agent or stock plan administrator). The Company may place legends on any share certificate or book entry to reference restrictions applicable to the Shares.

11.3Effective Date. The Plan was adopted by the Company on 6 May 2021, and will become effective on the date of its approval by the shareholders of the Company (the "***Effective Date***") and shall remain in effect, subject to the right of the Board to amend or terminate the Plan at any time pursuant to Section 12.4. However, in no event may an Award be granted under the Plan on or after ten years from the Effective Date.

11.4Amendment of Plan. The Board may amend, suspend or terminate the Plan at any time and from time to time; provided that (i) no amendment requiring shareholder approval to comply with Applicable Law shall be effective unless approved by the Board, and (ii) no amendment, other than an increase to the Overall Share Limit or pursuant to Article IX (*Adjustment for Changes in Shares and Certain Other Events*) or Section 11.6 (*Section 409A*), may materially and adversely affect any Award outstanding at the time of such amendment without the affected Participant's consent. No Awards may be granted under the Plan after Plan termination. Awards outstanding at the time of Plan termination will continue to be governed by the Plan and the Award Agreement, as in effect before such termination. The Board will obtain shareholder approval of any Plan amendment to the extent necessary to comply with Applicable Law or required under the rules of any securities exchange or market system on which the Shares are listed.

11.5Provisions for Foreign Participants. The Administrator may modify Awards granted to Participants, establish subplans or procedures under the Plan or take any other necessary or appropriate action to address Applicable Law, including, without limitation, (a) differences in laws, rules, regulations or customs of such foreign jurisdictions with respect to tax, securities, currency, employee benefit or other matters, (b) listing and other requirements of any foreign securities exchange, and (c) any necessary local governmental or regulatory exemptions or approvals.

11.6Section 409A.

(a)*General*. The Company intends that all Awards be structured to comply with, or be exempt from, Section 409A, such that no adverse tax consequences, interest, or penalties under Section 409A apply. Notwithstanding anything in the Plan or any Award Agreement to the contrary, the Administrator may, without a Participant's consent, amend the Plan or Awards, adopt policies and procedures, or take any other actions (including amendments, policies, procedures and retroactive actions) as are necessary or appropriate to preserve the intended tax treatment of Awards, including any such actions intended to (A) exempt the Plan or any Award from Section 409A, or (B) comply with Section 409A, including regulations, guidance, compliance programs and other interpretative authority that may be issued after an Award's grant date. The Company makes no representations or warranties as to an Award's tax treatment under Section 409A or otherwise. The Company will have no obligation under this Section 11.6 or otherwise to avoid the taxes, penalties or interest under Section 409A with respect to any Award and will have no liability to any Participant or any other person if any Award, compensation or other benefits under the Plan are determined to constitute noncompliant "nonqualified deferred compensation" subject to taxes, penalties or interest under Section 409A.

(b)*Separation from Service*. If an Award constitutes "nonqualified deferred compensation" under Section 409A, any payment or settlement of such Award upon a Participant's Termination of Service will, to the extent necessary to avoid taxes under Section 409A, be made only upon the Participant's "separation from service" (within the meaning of Section 409A), whether such "separation from service" occurs upon or after the Participant's Termination of Service. For purposes of the Plan or any Award Agreement relating to any such payments or benefits, references to a "termination," "termination of employment" or like terms means a "separation from service."

(c)*Payments to Specified Employees*. Notwithstanding any contrary provision in the Plan or any Award Agreement, any payment(s) of "nonqualified deferred compensation" required to be made under an Award to a "specified employee" (as defined under Section 409A and as the Administrator determines) due to his or her "separation from service" will, to the extent necessary to avoid taxes under Section 409A(a)(2)(B)(i) of the Code, be delayed for the six-month period immediately following such "separation from service" (or, if earlier, until the specified employee's death) and will instead be paid (as set forth in the Award Agreement) on the day immediately following such six-month period or as soon as administratively practicable thereafter (without interest). Any payments of "nonqualified deferred

compensation" under such Award payable more than six months following the Participant's "separation from service" will be paid at the time or times the payments are otherwise scheduled to be made.

11.7Limitations on Liability. Notwithstanding any other provisions of the Plan, no individual acting as a director, officer or other employee of the Company or any Subsidiary will be liable to any Participant, former Participant, spouse, beneficiary, or any other person for any claim, loss, liability, or expense incurred in connection with the Plan or any Award, and such individual will not be personally liable with respect to the Plan because of any contract or other instrument executed in his or her capacity as an Administrator, director, officer or other employee of the Company or any Subsidiary. The Company will indemnify and hold harmless each director, officer or other employee of the Company or any Subsidiary that has been or will be granted or delegated any duty or power relating to the Plan's administration or interpretation, against any cost or expense (including attorneys' fees) or liability (including any sum paid in settlement of a claim with the Administrator's approval) arising from any act or omission concerning the Plan unless arising from such person's own fraud or bad faith; provided that he or she gives the Company an opportunity, at its own expense, to handle and defend the same before he or she undertakes to handle and defend it on his or her own behalf.

11.8Data Privacy. As a condition for receiving any Award, each Participant explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of personal data as described in this Section by and among the Company and its Subsidiaries and affiliates exclusively for implementing, administering and managing the Participant's participation in the Plan. The Company and its Subsidiaries and affiliates may hold certain personal information about a Participant, including the Participant's name, address and telephone number; birthdate; social security, insurance number or other identification number; salary; nationality; job title(s); any Shares held in the Company or its Subsidiaries and affiliates; and Award details, to implement, manage and administer the Plan and Awards (the "***Data***"). The Company and its Subsidiaries and affiliates may transfer the Data amongst themselves as necessary to implement, administer and manage a Participant's participation in the Plan, and the Company and its Subsidiaries and affiliates may transfer the Data to third parties assisting the Company with Plan implementation, administration and management. These recipients may be located in the Participant's country, or elsewhere, and the Participant's country may have different data privacy laws and protections than the recipients' country. By accepting an Award, each Participant authorizes such recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, to implement, administer and manage the Participant's participation in the Plan, including any required Data transfer to a broker or other third party with whom the Company or the Participant may elect to deposit any Shares. The Data related to a Participant will be held only as long as necessary to implement, administer, and manage the Participant's participation in the Plan. A Participant may, at any time, view the Data that the Company holds regarding such Participant, request additional information about the storage and processing of the Data regarding such Participant, recommend any necessary corrections to the Data regarding the Participant or refuse or withdraw the consents in this Section 11.8 in writing, without cost, by contacting the local human resources representative. The Company may cancel Participant's ability to participate in the Plan and, in the Administrator's sole discretion, the Participant may forfeit any outstanding Awards if the Participant refuses or withdraws the consents in this Section 11.8. For more information on the consequences of refusing or withdrawing consent, Participants may contact their local human resources representative.

11.9Severability. If any portion of the Plan or any action taken under it is held illegal or invalid for any reason, the illegality or invalidity will not affect the remaining parts of the Plan, and the Plan will be construed and enforced as if the illegal or invalid provisions had been excluded, and the illegal or invalid action will be null and void.

11.10Non-Uniform Determinations. The Administrator's determinations under the Plan and Award Agreements need not be uniform and any such determinations may be made by it selectively among

persons who receive, or are eligible to receive, Awards under the Plan (whether or not such persons are similarly situated). Without limiting the generality of the foregoing, the Administrator will be entitled, among other things, to make non-uniform and selective determinations under Award Agreements, and to enter into non-uniform and selective Award Agreements, as to (i) the persons to receive Awards, (ii) the terms and provisions of Awards and (iii) whether a Participant's employment has been terminated for purposes of the Plan.

11.11Governing Documents. If any contradiction occurs between the Plan and any Award Agreement or other written agreement between a Participant and the Company (or any Subsidiary), the Plan will govern, unless such Award Agreement or other written agreement was approved by the Administrator and expressly provides that a specific provision of the Plan will not apply.

11.12Governing Law. The Plan and all Awards will be governed by and interpreted in accordance with the laws of Sweden, without regard to the conflict of law rules thereof or of any other jurisdiction.

11.13Other Agreements. Notwithstanding the above, the Administrator may require, as a condition to the grant of and/or the receipt of Shares or other securities under an Award, that the Participant execute lock-up, stockholder or other agreements, as it may determine in its sole and absolute discretion.

11.14Clawback Provisions. All Awards (including the gross amount of any proceeds, gains or other economic benefit the Participant actually or constructively receives upon receipt or exercise of any Award or the receipt or resale of any Shares underlying the Award) will be subject to recoupment by the Company to the extent required to comply with Applicable Law or any policy of the Company providing for the reimbursement of incentive compensation, whether or not such policy was in place at the time of grant of an Award.

11.15Titles and Headings. The titles and headings in the Plan are for convenience of reference only and, if any conflict, the Plan's text, rather than such titles or headings, will control.

11.16Conformity to Applicable Law. Participant acknowledges that the Plan is intended to conform to the extent necessary with Applicable Law. Notwithstanding anything herein to the contrary, the Plan and all Awards will be administered only in a manner intended to conform with Applicable Law. To the extent Applicable Law permit, the Plan and all Award Agreements will be deemed amended as necessary to conform to Applicable Law.

11.17Relationship to Other Benefits. No payment under the Plan will be taken into account in determining any benefits under any pension, retirement, savings, profit sharing, group insurance, welfare or other benefit plan of the Company or any Subsidiary, except as expressly provided in writing in such other plan or an agreement thereunder.

11.18Unfunded Status of Awards. The Plan is intended to be an "unfunded" plan for incentive compensation. With respect to any payments not yet made to a Participant pursuant to an Award, nothing contained in the Plan or Award Agreement shall give the Participant any rights that are greater than those of a general creditor of the Company or any Subsidiary.

11.19Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan, the Plan and any Award granted or awarded to any individual who is then subject to Section 16 of the Exchange Act shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including Rule 16b-3 of the Exchange Act and any amendments thereto) that are requirements for the application of such exemptive rule. To the extent permitted by Applicable Law, the Plan and Awards granted or awarded hereunder shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

11.20Lock Up Period. The Company may, at the request of any underwriter representative or otherwise, in connection with registering the offering of any Company securities under the Securities Act, prohibit Participants from, directly or indirectly, selling or otherwise transferring any Shares or other Company securities during a period of up to 180 days following the effective date of a Company registration statement filed under the Securities Act, or such longer period as determined by the underwriter.

* * * * *

Exhibit 4.5

AMENDMENT LETTER

To: **Wilmington Trust (London) Limited**, as Agent on behalf of the Lenders under the Original Facility Agreement (the "**Agent**")

From: **Oatly AB** (reg. no. 556446-1043), as Original Borrower and Obligors' Agent under the Original Facility Agreement (the "**Obligors' Agent**");

Oatly Group AB (publ) (reg. no. 559081-1989), as Company under the Original Facility Agreement (the "**Company**"); and

Cereal Base CEBA Aktiebolag (reg. no. 556482-2988), as Obligor under the Original Facility Agreement ("**CEBA**")

11 February 2025

Dear Sirs and/or Madams,

Reference is made to the sustainable revolving credit facility agreement originally dated 14 April 2021 (as amended, amended and restated, and/or supplemented from time to time, prior to the date of this Amendment Letter, including pursuant to an amendment and restatement agreement dated 18 April 2023, an amendment letter dated 23 May 2023, an amendment letter dated 14 February 2024 and an amendment letter dated 3 March 2024) between, *inter alios*, the Company as Company and Original Guarantor, the Obligors' Agent as Original Borrower and Original Guarantor, the financial institutions named therein as Original Lenders and Wilmington Trust (London) Limited as Agent and Security Agent (the "**Original Facility Agreement**").

Terms defined in the Original Facility Agreement shall have the same meaning when used in this amendment letter (the "**Amendment Letter**"), unless a contrary indication appears. Clauses 1.2 (*Construction*) and 1.5 (*Third Party Rights*) of the Original Facility Agreement shall be deemed to be incorporated into this Amendment Letter, save that references in those clauses to "this Agreement" shall be construed as references to this Amendment Letter.

1. Background

1.1 As previously communicated to the Agent, the Company requests to have certain amendments be made to clauses 1.1 (*Definitions*), 23.1 (*Financial definitions*) and 24 (*General Undertakings*) of the Original Facility Agreement, and this Amendment Letter is entered into for the purpose of amending and restating the Original Facility Agreement to implement such amendments.

1.2. Pursuant to clause 2.5 (*Obligors' Agent*) of the Original Facility Agreement (which continues in full force and effect) and clause 37.1 (*Required Consents*) of the Original Facility Agreement, the Obligors' Agent confirms that it continues in its appointment as agent on behalf of each Obligor in respect of the Finance Documents and is authorised to make such agreements and to effect relevant amendments, supplements and variations capable of being given, made or effected by this Amendment Letter on behalf of each Obligor.

2. Amendment and Restatement of the Original Facility Agreement

2.1 The Obligors' Agent hereby requests for itself, and on behalf of each other Obligor in accordance with clause 37.1 (*Required Consents*) of the Original Facility Agreement, that the Agent (acting on behalf of the Lenders) agrees to amend and restate the Original Facility Agreement in the form

set out in Schedule 2 (*The Amended and Restated Facility Agreement*) to this Amendment Letter (the "**Amended and Restated Facility Agreement**").

2.2 By countersigning this Amendment Letter, the Agent (acting on behalf of the Lenders) acknowledges and agrees that, with effect from (and including) the date on which the Agent notifies the Company and the Lenders that it has received, is satisfied with or has waived all of the documents and other evidence listed in Schedule 1 (*Conditions Precedent to Effective Date*) to this Amendment Letter in form and substance satisfactory to the Agent (acting on the instructions of the Lenders) (such date being the "**Effective Date**"), the Original Facility Agreement shall be amended and restated on the terms set out in the Amended and Restated Facility Agreement and any references in the Finance Documents to the Original Facility Agreement shall be to the Amended and Restated Facility Agreement.

2.3 The Obligors' Agent (for itself and on behalf of each other Obligor), agrees and acknowledges that, save as expressly amended by this Amendment Letter, the Original Facility Agreement and each other Finance Document remains and shall continue in full force and effect.

3. Repeating Representations

The Obligors' Agent on behalf of each Obligor makes the Repeating Representations, and the representations and warranties set out in clause 21.16 (*No misleading information*) of the Original Facility Agreement, by reference to the facts and circumstances then existing:

(a) on the date of this Amendment Letter, but as if references in clause 21 (*Representations*) of the Original Facility Agreement to the "Finance Documents" were instead to this Amendment Letter; and

(b) on the Effective Date, but as if references in clause 21 (*Representations*) of the Original Facility Agreement to the "Finance Documents" were instead to the Amended and Restated Facility Agreement.

4. No Misleading Information

The Company represents and warrants that, to the best of its knowledge and belief:

(a) each of the financial model relating to the Group dated 23 December 2024 and the business plan presentation dated December 2024 relating thereto (collectively, the "**Materials**"), in each case provided by the Company to the Lenders, was (taken as a whole) true, complete and accurate in all material respects as at the date it was provided and is not misleading in any material respect;

(b) any financial projection or forecast contained in the Materials has been prepared in accordance with the Accounting Principles as applied in the Original Financial Statements (subject to the application of the principles set out in the definition of "Capitalized Lease Obligations"), and the financial projections contained in it have been prepared on the basis of recent historical information, are fair and based on reasonable assumptions (as at the date of the relevant report or document containing the projection or forecast);

(c) the expressions of opinion or intention provided by or on behalf of an Obligor for the purposes of the Materials were made after careful consideration and (as at the date of the relevant report or document containing the expression of opinion or intention) were fair and based on reasonable grounds; and

(d) no event or circumstance has occurred or arisen and no information has been omitted from the Materials and no information has been given or withheld that results in the information, opinions, intentions, forecasts or projections contained in the Materials being untrue or misleading in any material respect.

5. Guarantors

The Company represents and warrants that, as of the Effective Date, (x) the aggregate revenue of the Guarantors represents at least 93% of the consolidated revenues of the Group and (y) the aggregate assets of the Guarantors (in each case, calculated on an unconsolidated basis and excluding all goodwill, intra-group items and investments in Subsidiaries of any member of the Group) represents at least 98% of the consolidated gross assets of the Group, in each case calculated in accordance with the applicable provisions of clause 24.27 (*Guarantors and Transaction Security*) of the Original Facility Agreement.

6. Confirmations

6.1 The Obligors' Agent confirms that as of the Effective Date, other than as contemplated by and set out in the document referred to in clause 3 (*Term Loan B Credit Agreement Amendment No. 5*) of Schedule 1 (*Conditions Precedent to Effective Date*) to this Amendment Letter, the Term Loan B Credit Agreement has not been amended since Amendment No. 4 to the Term Loan B Credit Agreement dated 4 June 2024.

6.2 The Obligors' Agent (for itself and each other Obligor) confirms that the guarantee and indemnity provided by each Obligor contained in clause 20 (*Guarantee and Indemnity*) of the Original Facility Agreement shall, after giving effect to the amendments effected by this Amendment Letter, on and from the Effective Date continue in full force and effect and extend to the liabilities and obligations of each of the Obligors under the Amended and Restated Facility Agreement and the other Finance Documents (as amended and restated from time to time) subject to any limitations set out in the relevant Finance Documents.

6.3 The Obligors' Agent (for itself and each other Obligor) confirms that, after giving effect to the amendments effected by this Amendment Letter, on and after the Effective Date, the Transaction Security granted by the Obligors continues in full force and effect as security for the liabilities and obligations of each of the Obligors under the Amended and Restated Facility Agreement and the other Finance Documents (as amended and restated from time to time) subject to any limitations set out in the relevant Finance Documents.

7. Miscellaneous

7.1 This Amendment Letter is hereby designated as a Finance Document by the Company and the Agent for the purposes of the definition of "Finance Document" in the Original Facility Agreement.

7.2 This Amendment Letter may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Amendment Letter.

7.3 The terms of clauses 33 (*Notices*), 35 (*Partial Invalidity*), 36 (*Remedies and Waivers*), 41 (*Jurisdiction*) and 44 (*Enforcement*) of the Original Facility Agreement shall be deemed to be incorporated into this Amendment Letter save that references in those clauses to "this Agreement" shall be construed as references to this Amendment Letter.

7.4 This Amendment Letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

Oatly AB
as Original Borrower

/s/ Marie-José David
Name: Marie-José David
Capacity: Authorised signatory

Oatly AB
as Obligors' Agent

/s/ Marie-José David
Name: Marie-José David
Capacity: Authorised signatory

Oatly Group AB (publ)
as Company

/s/ Marie-José David
Name: Marie-José David
Capacity: Authorised signatory

Cereal Base CEBA Aktiebolag
as Obligor

/s/ Marie-José David
Name: Marie-José David
Capacity: Authorised signatory

We acknowledge and agree to the terms of this Amendment Letter.

Date: 11 February 2025

For and on behalf of

Wilmington Trust (London) Limited
as Agent for itself and on behalf of the Lenders

By: /s/ Chris Donovan
Name: Chris Donovan
Capacity: Relationship Manager

[*Signature page to RCF Amendment Letter No. 4*]

Schedule 1

Conditions Precedent to Effective Date

1. The Company, CEBA and the Obligors' Agent

(a) A copy of the constitutional and governing documents of the Company, CEBA and the Obligors' Agent.

(b) A copy of a resolution of the board of directors of the Obligors' Agent:

(i) approving the terms of, and the transactions contemplated by, this Amendment Letter and the other Finance Documents to which it is a party and resolving that it execute, deliver and perform this Amendment Letter and the other Finance Documents to which it is a party;

(ii) authorising a specified person or persons to execute this Amendment Letter and the other Finance Documents to which it is a party on its behalf; and

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with this Amendment Letter and the other Finance Documents to which it is a party.

(c) A copy of passport, identity card or driver's license or a specimen of the signature of each person that is (i) authorised by each resolution referred to in paragraph (b) above (unless already included in any of the aforementioned documents) in relation to the Finance Documents and related documents and (ii) actually signing any such documents.

(d) A certificate of an authorised signatory of the Company, CEBA and the Obligors' Agent certifying that each copy document specified in paragraphs (a) to (c) above is a correct and complete copy of the original and in full force and effect and has not been amended or superseded as at a date no earlier than the date of this Amendment Letter.

2. Term Loan B Credit Agreement Amendment No. 5

An executed copy of amendment no. 5 to the Term Loan B Credit Agreement entered into between the Company as Parent, CEBA as Holdings, the Obligors' Agent as Swedish Borrower and Oatly Inc. as U.S. Borrower and the Lenders (or the Required Lenders) under the Term Loan B Credit Agreement.

3. Other Documents and Evidence

A copy of the group structure chart setting out the ownership of the Group as of the date of this Amendment Letter.

Schedule 2

The Amended and Restated Facility Agreement

Sustainable Revolving Credit Facility Agreement

originally dated 14 April 2021 as amended and/or restated from time to time, including pursuant to the 2023 Amendment Letter, the 2024 Amendment Letter no. 1, the 2024 Amendment Letter no. 2 and the 2025 Amendment Letter

between among others

Oatly Group AB (publ)
as Company

Oatly AB
as Original Borrower

J.P. Morgan SE
as Coordinating Mandated Lead Arranger and Bookrunner

BNP Paribas SA, Bankfilial Sverige, Coöperatieve Rabobank U.A. and Nordea Bank Abp, filial i Sverige
as Mandated Lead Arrangers and Bookrunners

The Financial Institutions
as Original Lenders

Wilmington Trust (London) Limited
as Agent

Wilmington Trust (London) Limited
as Security Agent

and

Others

White & Case llp
5 Old Broad Street
London EC2N 1DW

EMEA 142553202

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This Sustainability-Linked Multicurrency Revolving Facility Agreement (the "**Agreement**") is dated 14 April 2021 as amended and/or restated from time to time, including pursuant to the 2023 Amendment Letter, the 2024 Amendment Letter no. 1, the 2024 Amendment Letter no. 2 and the 2025 Amendment Letter and made

Between:

(1) Oatly Group AB (publ), a limited liability company incorporated in Sweden under registration number 559081-1989 as company (the "**Company**");

(2) Oatly AB, a limited liability company incorporated in Sweden under registration number 556446-1043 as original borrower (the "**Original Borrower**");

(3) The Companies listed in Part 1 of Schedule 1 as original guarantors (the "**Original Guarantors**");

(4) J.P. Morgan SE as coordinating mandated lead arranger and bookrunner (the "**Coordinating Mandated Lead Arranger**");

(5) BNP Paribas SA, Bankfilial Sverige, Coöperatieve Rabobank U.A. and Nordea Bank Abp, filial i Sverige as mandated lead arrangers and bookrunner (together with the Coordinating Mandated Lead Arranger, the "**Arrangers**");

(6) The Financial Institutions listed in Part 2 of Schedule 1 as lenders (the "**Original Lenders**");

(7) Wilmington Trust (London) Limited as agent of the other Finance Parties (the "**Agent**"); and

(8) Wilmington Trust (London) Limited as security trustee and security agent for the Secured Parties (the "**Security Agent**").

It is agreed as follows:

Section 1
Interpretation

1. Definitions and Interpretation

1.1 Definitions

In this Agreement, capitalised terms shall have the meanings set forth below:

"**2023 Amendment and Restatement Agreement**" means the amendment and restatement agreement dated 18 April 2023 between, among others, the Company, the Original Borrower, the Original Guarantors, the Arrangers, the Agent and the Security Agent.

"**2023 Amendment Letter**" means the amendment letter relating to this Agreement dated 23 May 2023 between the Company, the Original Borrower and the Agent.

"**2023 Effective Date**" has the meaning given to the term "Effective Date" in the 2023 Amendment and Restatement Agreement.

"**2023 Financial Model**" means the financial model relating to the Group dated 12 March 2023.

"**2024 Amendment Letter no. 1**" means the amendment letter relating to this Agreement dated 14 February 2024 between, among others, the Company, the Original Borrower and the Agent.

"**2024 Amendment Letter no. 2**" means the amendment letter relating to this Agreement dated 3 March 2024 between, among others, the Company, the Original Borrower and the Agent.

"**2024 Effective Date**" has the meaning given to the term "Effective Date" in the 2024 Amendment Letter no. 1.

"**2025 Amendment Letter**" means the amendment letter relating to this Agreement dated 11 February 2025 between, among others, the Company, the Original Borrower and the Agent.

"**2025 Effective Date**" has the meaning given to the term "Effective Date" in the 2025 Amendment Letter.

"**ACCDR**" has the meaning given to that term in Schedule 13 (*Daily Non-Cumulative Compounded RFR Rate*).

"**Acceptable Bank**" means:

(a) the Original Lenders, an Affiliate of any Original Lender, the Agent or the Security Agent;

(b) a bank or financial institution which has a rating for its long-term unsecured and non-credit enhanced debt obligations of A- or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or A3 or higher by Moody's Investors Service Limited or a comparable rating from an internationally recognised credit rating agency; or

(c) any other bank or financial institution approved by the Agent.

"**Accession Deed**" means a document substantially in the form set out in Schedule 7 (*Form of Accession Deed*).

"**Accounting Principles**" means, in relation to any member of the Group incorporated in Sweden, IFRS or the accounting principles applicable to it in Sweden (including IFRS (if applicable)) and, in relation to any other member of the Group, accounting principles, standards, practices in its jurisdiction of incorporation (including IFRS, if applicable).

"**Acquired Indebtedness**" means, with respect to any specified person, (a) Financial Indebtedness of any other person existing at the time such other person is merged, amalgamated or consolidated with or into or becomes a Subsidiary of such specified person, whether or not such Financial Indebtedness is incurred in connection with, or in contemplation of, such other person merging, amalgamating or consolidating with or into, or becoming a Subsidiary of, such specified person and (b) Financial Indebtedness secured by a Security encumbering any asset acquired by such specified person.

"**Additional Borrower**" means a company which becomes an Additional Borrower in accordance with Clause 27 (*Changes to the Obligors*).

"**Additional Business Day**" means any day specified as such in the applicable Reference Rate Terms.

"**Additional Guarantor**" means a company which becomes an Additional Guarantor in accordance with Clause 27 (*Changes to the Obligors*).

"**Additional German Obligor**" means an Additional Obligor incorporated or established in Germany.

"**Additional Obligor**" means an Additional Borrower or an Additional Guarantor.

"**Adjusted Equity**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**ADSs**" means the American depositary shares.

"**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company, provided that, solely for the

purposes of Clause 24.25 (*Transactions with Affiliates*), "Affiliate" shall also include any person (a "**Material Equityholder**") that owns Equity Interests representing at least 5% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of such specified person.

"**Agent's Spot Rate of Exchange**" means:

(a) the Agent's spot rate of exchange; or

(b) (if the Agent does not have an available spot rate of exchange) any other publicly available spot rate of exchange selected by the Agent (acting reasonably),

for the purchase of the relevant currency with the Base Currency in the Stockholm foreign exchange market at or about 11:00 a.m. on a particular day.

"**Aggregate Total Sustainable Incremental Facility Commitments**" means, at any time, the aggregate of the Total Sustainable Incremental Facility Commitments relating to each Sustainable Incremental Facility.

"**Agreed Security and Guarantee Principles**" the principles set out in Schedule 20 (*Agreed Security and Guarantee Principles*).

"**Alternative Term Rate**" means any rate specified as such in the applicable Reference Rate Terms.

"**Alternative Term Rate Adjustment**" means any rate which is either:

(a) specified as such in the applicable Reference Rate Terms; or

(b) determined by the Agent (or by any other Finance Party which agrees to determine that rate in place of the Agent) in accordance with the methodology specified in the applicable Reference Rate Terms.

"**Ancillary Commencement Date**" means, in relation to an Ancillary Facility, the date on which that Ancillary Facility is first made available, which date shall be a Business Day within the applicable Availability Period for the relevant Sustainable Facility.

"**Ancillary Commitment**" means, in relation to an Ancillary Lender and an Ancillary Facility, the maximum Base Currency Amount which that Ancillary Lender has agreed (whether or not subject to satisfaction of conditions precedent) to make available from time to time under an Ancillary Facility and which has been authorised as such under Clause 7 (*Ancillary Facilities*), to the extent that amount is not cancelled or reduced under this Agreement or the Ancillary Documents relating to that Ancillary Facility.

"**Ancillary Document**" means each document relating to or evidencing the terms of an Ancillary Facility.

"**Ancillary Facility**" means any ancillary facility made available by an Ancillary Lender in accordance with Clause 7 (*Ancillary Facilities*).

"**Ancillary Facility Request**" means a notice substantially in the form set out in Schedule 4 (*Ancillary Facility Request*).

"**Ancillary Lender**" means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with Clause 7 (*Ancillary Facilities*).

"**Ancillary Outstandings**" means, at any time, in relation to an Ancillary Lender and an Ancillary Facility then in force the aggregate of the equivalents (as calculated by that Ancillary

Lender) in the Base Currency of the following amounts outstanding under that Ancillary Facility:

(a) the principal amount under each overdraft facility and on-demand short term loan facility (net of any Available Credit Balance);

(b) the face amount of each guarantee, bond and letter of credit under that Ancillary Facility; and

(c) the amount fairly representing the aggregate exposure (excluding interest and similar charges) of that Ancillary Lender under each other type of accommodation provided under that Ancillary Facility,

in each case as determined by such Ancillary Lender, acting reasonably in accordance with its normal banking practice and in accordance with the relevant Ancillary Document.

"**Annual Report**" has the meaning given to that term in Clause 22 (*Information Undertakings*).

"**Annualised Cumulative Compounded Daily Rate**" has the meaning given to that term in Schedule 13 (*Daily Non-Cumulative Compounded RFR Rate*).

"**Article 55 BRRD**" has the meaning given to that term in Clause 42.2 (*Bail-In definitions*).

"**Assignment Agreement**" means an agreement substantially in the form set out in Schedule 6 (*Form of Assignment Agreement*) or any other form agreed between the relevant assignor and assignee provided that if that other form does not contain the undertaking set out in the form set out in Schedule 6 (*Form of Assignment Agreement*) it shall not be a Creditor Accession Undertaking as defined in, and for the purposes of, the Intercreditor Agreement.

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Availability Period**" means:

(a) in relation to the Sustainable Revolving Facility, the period from and including the 2023 Effective Date to and including the Business Day falling one (1) Month prior to the Termination Date in relation to the Sustainable Revolving Facility; and

(b) in relation to any Sustainable Incremental Facility, the period specified as such in the Sustainable Incremental Facility Notice relating to that Sustainable Incremental Facility delivered by the Company in accordance with Clause 8 (*Establishment of Sustainable Incremental Facilities*).

"**Available Commitment**" means, in relation to a Sustainable Facility, a Lender's Commitment under that Sustainable Facility minus (subject as set out below):

(a) the Base Currency Amount of its participation in any outstanding Utilisations under that Sustainable Facility and the Base Currency Amount of the aggregate of its (and its Affiliates') Ancillary Commitments under that Sustainable Facility; and

(b) in relation to any proposed Utilisation, the Base Currency Amount of its participation in any other Utilisations that are due to be made under that Sustainable Facility on or before the proposed Utilisation Date and, in the case of a Sustainable Facility only, the Base Currency Amount of its (and its Affiliates') Ancillary Commitment under that Sustainable Facility in relation to any new Ancillary Facility that is due to be made available on or before the proposed Utilisation Date.

For the purposes of calculating a Lender's Available Commitment in relation to any proposed Utilisation under a Sustainable Facility only, the following amounts shall not be deducted from that Lender's Sustainable Facility Commitment:

(i) that Lender's participation in any Loans under that Sustainable Facility that are due to be repaid or prepaid on or before the proposed Utilisation Date; and

(ii) that Lender's (and its Affiliates') Ancillary Commitments in respect of an Ancillary Facility which has been designated from all or part of that Sustainable Facility, to the extent that they are due to be reduced or cancelled on or before the proposed Utilisation Date.

"**Available Credit Balance**" means, in relation to an Ancillary Facility, credit balances on any account of any Borrower of that Ancillary Facility with the Ancillary Lender making available that Ancillary Facility to the extent that those credit balances are freely available to be set off by that Ancillary Lender against liabilities owed to it by that Borrower under that Ancillary Facility.

"**Available Facility**" means, in relation to a Sustainable Facility, the aggregate for the time being of each Lender's Available Commitment in respect of that Sustainable Facility.

"**Bail-In Action**" has the meaning given to that term in Clause 42.2 (*Bail-in Definitions*).

"**Bail-In Legislation**" has the meaning given to that term in Clause 42.2 (*Bail-in Definitions*).

"**Bank Account**" means a deposit account, money-market or other similar account (whether, in any case, time or demand or interest or non-interest bearing) or securities account.

"**Base Currency**" means SEK.

"**Base Currency Amount**" means:

(a) in relation to a Utilisation, the amount specified in the Utilisation Request delivered by a Borrower for that Utilisation (or, if the amount requested is not denominated in the Base Currency, that amount converted into the Base Currency at the Agent's Spot Rate of Exchange on the date which is three Business Days before the Utilisation Date or, if later, on the date the Agent receives the Utilisation Request in accordance with the terms of this Agreement); and

(b) in relation to an Ancillary Commitment, the amount specified as such in the notice delivered to the Agent by the Original Borrower pursuant to Clause 7.2 (*Availability*) (or, if the amount specified is not denominated in the Base Currency, that amount converted into the Base Currency at the Agent's Spot Rate of Exchange on the date which is three Business Days before the Ancillary Commencement Date for that Ancillary Facility or, if later, the date the Agent receives the notice of the Ancillary Commitment in accordance with the terms of this Agreement),

as adjusted to reflect any repayment, prepayment, consolidation or division of a Utilisation, or (as the case may be) cancellation or reduction of an Ancillary Facility.

"**Baseline CAS**" means, in relation to a Compounded Rate Loan in a Compounded Rate Currency, any rate which is either:

(a) specified as such in the applicable Reference Rate Terms; or

(b) determined by the Agent (or by any other Finance Party which agrees to determine that rate in place of the Agent) in accordance with the methodology specified in the applicable Reference Rate Terms.

"**Blocking Law**" means:

(a) any provision of Council Regulation (EC) No 2271/1996 of 22 November 1996 (or any law or regulation implementing such Regulation in any member state of the European Union);

(b) any provision of Council Regulation (EC) No 2271/1996 of 22 November 1996, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018; or

(c) section 7 of the German Foreign Trade Regulation (*Außenwirtschaftsverordnung*) or any similar provision enacted under or pursuant to the German Foreign Trade Act (*Außenwirtschaftsgesetz*).

"**Borrower**" means the Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 27 (*Changes to the Obligors*) and, in respect of an Ancillary Facility only, any Affiliate of a Borrower that becomes a borrower of that Ancillary Facility with the approval of the relevant Lender pursuant to Clause 7.9 (*Affiliates of Borrowers*).

"**Borrowings**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Break Costs**" means any amount specified as such in the applicable Reference Rate Terms.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in Stockholm and London and:

(a) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency;

(b) (in relation to any date for payment or purchase of euro) which is a TARGET Day; and

(c) (in relation to:

(i) the fixing of an interest rate in relation to a Term Rate Loan;

(ii) any date for payment or purchase of an amount relating to a Compounded Rate Loan; or

(iii) the determination of the first day or the last day of an Interest Period for a Compounded Rate Loan, or otherwise in relation to the determination of the length of such an Interest Period),

which is an Additional Business Day relating to that Loan or Unpaid Sum.

"**Cash**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Cash Equivalent Investments**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Capital Expenditure**" means any expenditure or obligation in respect of expenditure (other than expenditure or obligations in respect of Permitted Investments) which, in accordance with the Accounting Principles, is treated as capital expenditure (and including the capital element of any expenditure or obligation incurred in connection with a Finance Lease).

"**Capital Stock**" means:

(a) in the case of a corporation or company, corporate stock or share capital;

(b) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(c) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and

(d) any other interest or participation that confers on a person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person (it being understood and agreed, for the avoidance of doubt, that "cash-settled phantom appreciation programs" in connection with employee benefits that do not require a dividend or distribution shall not constitute Capital Stock).

"**Capitalized Lease Obligation**" means at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be required to be capitalized and reflected as a liability on a balance sheet (excluding the footnotes thereto) in accordance with IFRS; provided that, (i) all obligations that are or would have been treated as operating leases for purposes of IFRS on 31 December 2018 shall continue to be accounted for as operating leases for purposes of all financial definitions and calculations for purposes of the Finance Documents (whether or not such operating lease obligations were in effect on such date) notwithstanding the fact that such obligations are required in accordance with IFRS (on a prospective or retroactive basis or otherwise) to be treated as capitalized lease obligations in the financial statements to be delivered pursuant to the Finance Documents and (ii) any lease (whether such lease is in existence as of 31 December 2018 or entered into thereafter) that would constitute a capital lease in conformity with IFRS as in effect on 31 December 2018 (assuming for purposes hereof that any such future leases were in existence on 31 December 2018) shall be considered capital leases (without giving effect to the adoption or effectiveness of any changes in, or changes in the application of, IFRS after 31 December 2018 with respect thereto), and all calculations and deliverables under this Agreement or any other Finance Document shall be made or delivered, as applicable, in accordance therewith and the effects of FASB ASC 840 and FASB ASC 842 shall be disregarded.

"**CEBA**" means Cereal Base CEBA Aktiebolag, a limited liability company incorporated in Sweden under registration number 556482-2988.

"**Central Bank Rate**" has the meaning given to that term in the applicable Reference Rate Terms.

"**Central Bank Rate Adjustment**" has the meaning given to that term in the applicable Reference Rate Terms.

"**CFC**" means any direct or indirect subsidiary of Oatly Inc. that is a "controlled foreign corporation" within the meaning of Section 957 of the Code, which is owned (within the meaning of Section 958(a) of the Code) by any subsidiary of the Company that is a "United States shareholder" within the meaning of Section 951(b) of the Code. Notwithstanding the foregoing, a CFC shall not include any non-U.S. subsidiary of the Company (or a successor of such non-U.S. subsidiary) that is not a CFC as of the 2023 Effective Date.

"**CFC Holdco**" means any direct or indirect subsidiary substantially all the assets of which consist of equity interests (or equity interests and indebtedness) in one or more CFCs or in one or more CFC Holdcos.

"**Charged Property**" means all of the assets of any member of the Group which from time to time are, or are expressed to be, the subject of the Transaction Security.

"**Clean-Up Default**" means an Event of Default other than an Event of Default under any of Clause 25.1 (*Non-payment*), Clause 25.6 (*Insolvency*), Clause 25.7 (*Insolvency Proceedings*), Clause 25.8 (*Creditors' process*), Clause 25.9 (*Ownership of the Obligors*), Clause 25.10 (*Unlawfulness*) and Clause 25.11 (*Repudiation*).

"**Clean-Up Period**" means, in relation to an acquisition permitted by this Agreement, the period beginning on the closing date for that acquisition and ending on the date falling 45 days after that closing date or on such other date agreed by the Majority Lenders.

"**Clean-Up Representation**" means any of the representations and warranties under Clause 21 (*Representations*) other than under Clause 24.13 (*Sanctions*).

"**Clean-Up Undertaking**" means any of the undertakings specified in Clause 24 (*General undertakings*) other than in Clause 24.13 (*Sanctions*).

"**Code**" means the US Internal Revenue Code of 1986, as amended from time to time, and the rules and regulations promulgated thereunder.

"**Commitment**" means:

(a) a Sustainable Revolving Facility Commitment; or

(b) a Sustainable Incremental Facility Commitment.

"**Commodity Exchange Act**" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"**Compliance Certificate**" means a certificate substantially in the form set out in Schedule 9 (*Form of Compliance Certificate*).

"**Compounded Rate Currency**" means any currency which is not a Term Rate Currency.

"**Compounded Rate Interest Payment**" means the aggregate amount of interest that:

(a) is, or is scheduled to become, payable under any Finance Document; and

(b) relates to a Compounded Rate Loan.

"**Compounded Rate Loan**" means any Loan or, if applicable, Unpaid Sum which is not a Term Rate Loan.

"**Compounded Reference Rate**" means, in relation to any RFR Banking Day during the Interest Period of a Compounded Rate Loan, the percentage rate per annum which is the aggregate of:

(a) the Daily Non-Cumulative Compounded RFR Rate for that RFR Banking Day; and.

(b) the applicable Baseline CAS or Fallback CAS.

"**Compounding Methodology Supplement**" means, in relation to the Daily Non-Cumulative Compounded RFR Rate or the Cumulative Compounded RFR Rate, a document which:

(a) is agreed in writing by the Original Borrower, the Agent (in its own capacity) and the Agent (acting on the instructions of the Majority Lenders);

(b) specifies a calculation methodology for that rate; and

(c) has been made available to the Original Borrower and each Finance Party.

"**Confidential Information**" means all information relating to the Company, any Obligor, the Group, the Finance Documents or a Sustainable Facility of which a Finance Party becomes aware in its capacity as, or for the purpose of becoming, a Finance Party or which is received by a Finance Party in relation to, or for the purpose of becoming a Finance Party under, the Finance Documents or a Sustainable Facility from either:

(a) any member of the Group or any of its advisers; or

(b) another Finance Party, if the information was obtained by that Finance Party directly or indirectly from any member of the Group or any of its advisers,

in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes:

(i) information that:

(A) is or becomes public information other than as a direct or indirect result of any breach by that Finance Party of Clause 38 (*Confidential Information*); or

(B) is identified in writing at the time of delivery as non-confidential by any member of the Group or any of its advisers; or

(C) is known by that Finance Party before the date the information is disclosed to it in accordance with paragraphs (a) or (b) above or is lawfully obtained by that Finance Party after that date, from a source which is, as far as that Finance Party is aware, unconnected with the Group and which, in either case, as far as that Finance Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality; and

(ii) any Funding Rate.

"**Confidentiality Undertaking**" means a confidentiality undertaking substantially in a recommended form of the LMA or in any other form agreed between the Original Borrower and the Agent.

"**Consolidated Cash Interest Expense**" means, with respect to any person for any period, without duplication, the cash interest expense (including that attributable to any Capitalized Lease Obligation), net of cash interest income, with respect to Financial Indebtedness of such person and its Subsidiaries for such period, including commissions, discounts and other fees and charges owed with respect to letters of credit and bankers' acceptance financing and net cash costs under hedging agreements (other than in connection with the early termination thereof), excluding, in each case:

(a) amortization of deferred financing costs, debt issuance costs, commissions, fees and expenses and any other amounts of non-cash interest (including as a result of the effects of acquisition method accounting or pushdown accounting);

(b) interest expense attributable to the movement of the mark-to-market valuation of obligations under Swap Obligations or other derivative instruments;

(c) costs associated with incurring or terminating Swap Contracts and cash costs associated with breakage in respect of hedging agreements for interest rates;

(d) commissions, discounts, yield, make-whole premium and other fees and charges (including any interest expense) incurred in connection with any non-recourse Financial Indebtedness;

(e) "additional interest" owing pursuant to a registration rights agreement with respect to any securities;

(f) any payments with respect to make-whole premiums or other breakage costs of any Financial Indebtedness, including any Financial Indebtedness issued in connection with the Sustainable Facilities, the Term Loan B Facility and the PIPE Financing;

(g) penalties and interest relating to taxes;

(h) accretion or accrual of discounted liabilities not constituting Financial Indebtedness;

(i) any expense resulting from the discounting of Financial Indebtedness in connection with the application of recapitalization or purchase accounting;

(j) any interest expense attributable to the exercise of appraisal rights and the settlement of any claims or actions (whether actual, contingent or potential) with respect thereto in connection with the Sustainable Facilities, the Term Loan B Facility and the PIPE Financing, any acquisition or investment, and

(k) annual agency fees paid to any trustees, administrative agents, security agents and collateral agents with respect to any secured or unsecured loans, debt facilities, debentures, bonds, commercial paper facilities or other forms of Financial Indebtedness (including any security or collateral trust arrangements related thereto).

For purposes of this definition, interest on a Capitalized Lease Obligation will be deemed to accrue at an interest rate reasonably determined by such person to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with the Accounting Principles.

"**Consolidated Funded First Lien Indebtedness**" means Consolidated Funded Indebtedness of the Group that (x) is secured by Security over the Charged Property on an equal priority basis (without regard to the control of remedies) with the Transaction Security securing the Sustainable Facilities or (y) constitutes the Sustainable Facilities.

"**Consolidated Funded Indebtedness**" means all Financial Indebtedness (but excluding surety bonds, performance bonds or other similar instruments) of a person and its Subsidiaries on a consolidated basis, in an amount that would be reflected on a balance sheet prepared as of such date on a consolidated basis in accordance with IFRS (but (x) excluding the effects of any discounting of Financial Indebtedness resulting from the application of recapitalization accounting or purchase accounting in connection with any acquisition or any other investment permitted hereunder or for any other purpose and (y) any Financial Indebtedness that is issued at a discount to its initial principal amount shall be calculated based on the entire stated principal amount thereof, without giving effect to any discounts or upfront payments); provided that Consolidated Funded Indebtedness shall exclude (i) obligations in respect of letters of credit, bank guarantees or other similar documentary credits and similar instruments, in each case, except to the extent of unreimbursed amounts thereunder for three Business Days after such amounts are drawn (it being understood that any borrowing, whether automatic or otherwise, to fund such reimbursement shall be counted) and (ii) any Financial Indebtedness in the form of shareholder debt that is subordinated in right of payment to the Sustainable Facilities under the Intercreditor Agreement as Subordinated Liabilities (as defined in the Intercreditor Agreement) or otherwise on terms satisfactory to the Lenders or otherwise to the satisfaction of the Lenders.

"**Control Agreement**" means an agreement, in form and substance satisfactory to the Agent and the Majority Lenders acting reasonably, which provides for the Security Agent to have "control" (as defined in Section 9 104 of the UCC of the State of New York or Section 8-106 of the UCC of the State of New York, as applicable) of Deposit Accounts or Securities Accounts, as applicable.

"**Cumulated RFR Banking Day**" has the meaning given to that term in Schedule 13 (*Daily Non-Cumulative Compounded RFR Rate*).

"**Cumulation Period**" has the meaning given to that term in Schedule 13 (*Daily Non-Cumulative Compounded RFR Rate*).

"**Cumulative Compounded RFR Rate**" means, in relation to an Interest Period for a Compounded Rate Loan, the percentage rate per annum determined by the Agent (or by any other Finance Party which agrees to determine that rate in place of the Agent) in accordance with the methodology set out in Schedule 14 (*Cumulative Compounded RFR Rate*) or in any relevant Compounding Methodology Supplement.

"**Daily Non-Cumulative Compounded RFR Rate"** means, in relation to any RFR Banking Day during an Interest Period for a Compounded Rate Loan, the percentage rate per annum determined by the Agent (or by any other Finance Party which agrees to determine that rate in place of the Agent) in accordance with the methodology set out in Schedule 13 (*Daily Non-Cumulative Compounded RFR Rate*) or in any relevant Compounding Methodology Supplement.

"Daily Rate" means the rate specified as such in the applicable Reference Rate Terms.

"**Daily Sweep Accounts**" means deposit accounts of the Obligors the aggregate principal balances of which are swept daily to one or more Bank Accounts located in the United States or the Netherlands which is, in each case, subject to first priority perfected Transaction Security in favor of the Security Agent in accordance with paragraph (a) of Clause 24.29 (*Cash management*).

"**Dallas-Fort Worth Facility**" means the production facility of the Group located in Dallas-Fort Worth, Texas, United States.

"**Dallas-Fort Worth Facility Assets**" has the meaning given to it in paragraph (s) of the definition of "Permitted Disposal".

"**De Minimis Accounts**" means deposit accounts (other than Daily Sweep Accounts) the aggregate principal balances of which do not exceed $2,000,000 at any time.

"**Default**" means an Event of Default or any event or circumstance specified in Clause 25 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

"**Defaulting Lender**" means any Lender:

(a) which has failed to make its participation in a Loan available (or has notified the Agent or the Company (which has notified the Agent) that it will not make its participation in a Loan available) by the Utilisation Date of that Loan in accordance with Clause 5.4 (*Lenders' Participation*);

(b) which has otherwise rescinded or repudiated a Finance Document; or

(c) with respect to which an Insolvency Event has occurred and is continuing,

unless, in the case of paragraph (a) above:

(i) its failure to pay is caused by:

(A) administrative or technical error; or

(B) a Disruption Event, and

payment is made within five Business Days of its due date; or

(ii) the Lender is disputing in good faith whether it is contractually obliged to make the payment in question.

"**Delegate**" means any delegate, agent, attorney or co-trustee appointed by the Security Agent.

"**Deposit Account**" means a demand, time, savings, passbook or like account with a bank, savings and loan association, credit union or like organization, other than an account evidenced by a negotiable certificate of deposit.

"**Designated Gross Amount**" means the amount notified by the Company to the Agent upon the establishment of a Multi-account Overdraft as being the maximum amount of Gross Outstandings that will, at any time, be outstanding under that Multi-account Overdraft.

"**Designating Lender**" has the meaning given to that term in Clause 5.5 (*Lender Affiliates and Facility Office*).

"**Designated Loans**" has the meaning given to that term in Clause 5.5 (*Lender Affiliates and Facility Office*).

"**Designated Net Amount**" means the amount notified by the Company to the Agent upon the establishment of a Multi-account Overdraft as being the maximum amount of Net Outstandings that will, at any time, be outstanding under that Multi-account Overdraft.

"**DFW and PB Facility Closure Costs**" means the restructuring and exit costs incurred by the Group in the closure and discontinuance of the Peterborough Facility and Dallas-Fort Worth Facility, and in each case any provision therefor.

"**Disposition**" or "**Dispose**" means the sale, transfer, license, lease, dedication to the public, permission to lapse, abandonment or other disposition of any property by any person (including any sale and leaseback transaction and any issuance of Capital Stock by a Subsidiary of such person), including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith; provided, however, that "Disposition" and "Dispose" shall be deemed not to include any issuance by the Company of any of its Capital Stock to another person.

"**Disqualified Stock**" means, with respect to any person, any Equity Interests of such person that, by its terms (or by the terms of any security into which it is convertible or for which it is puttable, redeemable or exchangeable), in each case, at the option of the holder thereof or upon the happening of any event: (1) matures or is mandatorily redeemable (other than solely for Equity Interests excluding Disqualified Stock), pursuant to a sinking fund obligation or otherwise (other than as a result of a change of control or asset sale provided that, in any case (and without limiting the characterization of such Equity Interests as Disqualified Stock), any purchase requirement triggered thereby may not become operative until compliance with, in the case of an asset sale, the provisions set out in the definition of "Permitted Disposal" or, in the case of a change of control, the repayment and cancellation in full of the Sustainable Facilities or consent by all the Lenders to such change of control), (2) is convertible or exchangeable for Financial Indebtedness or Disqualified Stock, or (3) is redeemable (other than solely for Equity Interests excluding Disqualified Stock) at the option of the holder thereof, in whole or in part (other than as a result of a change of control or asset sale, provided that, in any case (and without limiting the characterization of such Equity Interests as Disqualified Stock), any purchase requirement triggered thereby may not become operative until compliance with, in the case of an asset sale, the provisions set out in the definition of "Permitted Disposal" or, in the case of a change of control, the repayment and cancellation in full of the Sustainable Facilities or consent by all the Lenders to such change of control), in each case prior to the date that is 91 days after the Termination Date at the time of issuance of the respective Disqualified Stock, provided that only the portion of Equity Interests that so mature or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the holder thereof prior to such date shall be deemed to be Disqualified Stock, provided, further, that if such Equity Interests are issued to any employee or to any employee plan for the benefit of employees of the Term Loan B Borrowers and their Subsidiaries or a direct or indirect parent of the Term Loan B Borrowers or by any such employee plan to such employees, such Equity Interests shall not constitute Disqualified Stock solely because it may be required to be

repurchased by the Term Loan B Borrowers and their Subsidiaries or a direct or indirect parent of the Term Loan B Borrowers in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's termination, death or disability, provided, further, that any class of Equity Interests of such person that by its terms authorizes such person to satisfy its obligations thereunder by delivery of Equity Interests that are not Disqualified Stock shall not be deemed to be Disqualified Stock.

"**Disruption Event**" means either or both of:

(a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Sustainable Facilities (or otherwise in order for the transactions contemplated by the Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or

(b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party preventing that, or any other Party:

(i) from performing its payment obligations under the Finance Documents; or

(ii) from communicating with other Parties in accordance with the terms of the Finance Documents,

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

"**EBITDA**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**EEA Member Country**" has the meaning given to that term in Clause 42.2 (*Bail-In definitions*).

"**EIF Backed Facility Agreement**" means the European Investment Fund backed facility agreement in an original principal amount of EUR 7,500,000 and originally dated 8 October 2019 (as amended and amended and restated from time to time) and entered into between AB Svensk Exportkredit (publ) as lender, the Company as guarantor and the Original Borrower as borrower.

"**Eligible Institution**" means any Lender or other bank, financial institution, trust, fund or other entity selected by the Original Borrower and which, in each case, is not a member of the Group.

"**Environment**" means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media:

(a) air (including, without limitation, air within natural or man-made structures, whether above or below ground);

(b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers); and

(c) land (including, without limitation, land under water).

"**Environmental Claim**" means any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law.

"**Environmental Law**" means any applicable law or regulation which relates to:

(a) the pollution or protection of the Environment;

(b) the conditions of the workplace; or

(c) the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including, without limitation, any waste.

"**Environmental Permits**" means any permit and other Authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business of any member of the Group conducted on or from the properties owned or used by any member of the Group.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder.

"**Equity**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Equity Cure**" has the meaning given to that term in Clause 23.4 (*Equity Cure*).

"**Equity Cure Amount**" has the meaning given to that term in paragraph (e) of Clause 23.4 (*Equity Cure*).

"**Equity Interests**" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any Capital Stock that arise only by reason of the happening of a contingency or any debt security that is convertible into, or exchangeable for, Capital Stock).

"**Establishment Date**" means, in relation to a Sustainable Incremental Facility, the later of:

(a) the proposed Establishment Date specified in the relevant Sustainable Incremental Facility Notice; and

(b) the date on which the Agent executes the relevant Sustainable Incremental Facility Notice.

"**EU Bail-In Legislation Schedule**" has the meaning given to that term in Clause 42.2 (*Bail-In definitions*).

"**Europe & International EBITDA**" means, with respect to any Relevant Period, EBITDA attributable solely to the Europe & International Group for such Relevant Period and eliminating (i) EBITDA attributable to Subsidiaries that are not in the Europe & International Group, (ii) any corporate overhead, headquarters and other similar costs which are excluded from the Group's 'Europe & International' EBITDA in accordance with the Accounting Principles as applied in the financial model relating to the Group dated 7 December 2023 and (iii) in respect of any fiscal quarter ending during the 2023 calendar year only, any EBITDA attributable solely to any member of the Europe & International Group incorporated in Singapore.

"**Europe & International Group**" means the Company and each Subsidiary of the Company that is domiciled or organized in any of the following jurisdictions:

(a) the United Kingdom;

(b) any member state of the European Union;

(c) Norway;

(d) Switzerland;

(e) Turkey;

(f) any country in Africa;

(g) any country in the Middle East;

(h) Australia;

(i) Singapore; and

(j) any jurisdiction, other than the United States, Canada, Greater China (including the People's Republic of China, Hong Kong and Taiwan), where the Group may incorporate after the 2024 Effective Date and report as part of its Europe & International Group.

"**Event of Default**" means any event or circumstance specified as such in Clause 25 (*Events of Default*).

"**Exceptional Items**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Excluded Accounts**" means (a) any deposit account specifically and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of any Obligor's employees, (b) tax accounts (including any sales tax accounts), (c) escrow accounts securing obligations permitted under this Agreement to be incurred and cash collateralized for the benefit of third parties not affiliated with the Term Loan B Borrowers or for other purposes permitted under this Agreement, and (d) fiduciary or trust accounts.

"**Excluded Equity**" means (i) Disqualified Stock, (ii) any Equity Interests issued or sold to the Company or a Subsidiary or any employee stock ownership plan or trust established by the Company or any of its Subsidiaries (to the extent such employee stock ownership plan or trust has been funded by the Company or any Subsidiary), (iii) any Equity Interest that has already been used or designated (x) as (or the proceeds of which have been used or designated as) a Cash Contribution Amount, Contribution Indebtedness, Designated Preferred Stock, an Excluded Contribution or Refunding Capital Stock (in each case as defined under the Term Loan B Credit Agreement (in its form as at the 2023 Effective Date)), or (y) to increase the amount available under clause (c) of the first paragraph of Section 7.05 of the Term Loan B Credit Agreement (in its form as at the 2023 Effective Date), clause (3), (4)(a) or (8) of the second paragraph of Section 7.05 of the Term Loan B Credit Agreement (in its form as at the 2023 Effective Date) or paragraphs (n) or (pp) of the definition of "Permitted Investments"or is otherwise utilized pursuant to any other basket set forth herein and (iv) Equity Cure Amounts and Equity Cure Amounts defined under the Term Loan B Credit Agreement (in its form as at the 2023 Effective Date).

"**Excluded Jurisdiction**" means PRC.

"**Excluded Property**" means, with respect to the assets of any Obligor organized in the United States, (a)(i) any fee-owned real property that does not constitute a Material Real Property and all real property leasehold interests (including requirements to deliver landlord lien waivers, estoppels and collateral access letters), (ii) any real property not subject to preceding paragraph (i) that contains improvements located in whole or in part in an area identified by the Federal Emergency Management Agency (or any successor agency) as a "special flood hazard area," and (iii) [***], (b) (i) solely with respect to any borrowings drawn or Obligations, in each case under and as defined in the Term Loan B Credit Agreement (in its form as at the 2023 Effective Date), entered into by Oatly Inc., any Excluded Tax Equity and (ii) assets to the extent a security interest in such assets would result in adverse tax consequences (other than for purposes of Section 956 of the Code, as applied to any future Obligor incorporated in the United States) that are not de minimis as reasonably determined by the Original Borrower, in consultation with the Agent and the Majority Lenders, (c) motor vehicles and other assets subject to certificates of title to the extent a lien thereon cannot be perfected by filing a UCC financing statement, (d) pledges of, and security interests in, certain assets, in favor of the Security Agent which are prohibited by applicable law; provided, that (i) any such limitation described in this paragraph (d) on the security interests granted hereunder or under the Transaction Security Documents shall only apply to the extent that any such prohibition could not be rendered ineffective

pursuant to the UCC or any other applicable law or principles of equity and shall not apply (where the UCC is applicable) to any proceeds or receivables thereof, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition and (ii) in the event of the termination or elimination of any such prohibition contained in any applicable law, a security interest in such assets shall be automatically and simultaneously granted under the applicable Transaction Security Documents and such asset shall be included as Charged Property, (e) any governmental licenses (but not the proceeds thereof) or state or local franchises, charters and authorizations, to the extent security interests in favor of the Security Agent in such licenses, franchises, charters or authorizations are prohibited or restricted thereby, in each case; provided that (i) any such limitation described in this paragraph (e) on the security interests granted hereunder or granted under the Transaction Security Documents shall only apply to the extent that any such prohibition or restriction could not be rendered ineffective pursuant to the UCC or any other applicable law or principles of equity and (ii) in the event of the termination or elimination of any such prohibition or restriction contained in any applicable license, franchise, charter or authorization, a security interest in such licenses, franchises, charters or authorizations shall be automatically and simultaneously granted under the applicable Transaction Security Documents and such licenses, franchises, charters or authorizations shall be included as Charged Property, (f) Equity Interests in (A) any person other than Subsidiaries of the Company to the extent and for so long as the pledge thereof in favor of the Charged Property is not permitted by the terms of such person's Joint Venture agreement or other applicable constitutional documents, provided, that such prohibition exists on the 2023 Effective Date or at the time such Equity Interests are acquired (so long as such prohibition did not arise in contemplation of such acquisition), and (B) any person which is acquired after the date hereof to the extent and for so long as such Equity Interests are pledged in respect of Acquired Indebtedness and such pledge constitutes Security permitted hereunder, (g) Margin Stock, (h) trust accounts, payroll accounts and escrow accounts, (i) any lease, license or other agreement or any property subject to a purchase money security interest or similar arrangement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or purchase money arrangement or create a right of termination in favor of any other party thereto (other than any Borrower or a Guarantor or any Subsidiary thereof) (in each case, except to the extent such prohibition is unenforceable after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code (or applicable non-U.S. law) other than proceeds and receivables thereof, the assignment of which is deemed effective under the Uniform Commercial Code (or applicable non-U.S. law) notwithstanding such prohibition), and (j) any "intent to use" trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or void, such "intent-to-use" trademark application, or any registration that may issue therefrom, under applicable federal law. Other assets shall be deemed to be "Excluded Property" if the Agent together with the Majority Lenders and the Original Borrower agree in writing that the cost of obtaining or perfecting a security interest in such assets is excessive in relation to the value of such assets as Charged Property.

"**Excluded Subsidiary**" means any direct or indirect Subsidiary of the Term Loan B Borrowers that is (a) a Subsidiary that is prohibited by applicable law from guaranteeing the Sustainable Facilities, or which would require governmental (including regulatory) consent, approval, license or authorization to provide a guarantee unless, such consent, approval, license or authorization has been received, provided that, in each case, commercially reasonable efforts (not involving the payment of material amounts of money or the incurrence of material expenses which are disproportionate to the benefit accruing to the Secured Parties as determined by the Company in its reasonable judgment) have been used by the relevant member of the Group for a period of at least 15 Business Days to obtain the relevant consent or waiver to the extent permissible by law and regulation and such consent or waiver has no impact on relationships with third parties and so long as the Agent shall have received a certification from

an authorised signatory of the Company as to the existence of such prohibition or consent, approval, license or authorization requirement and that such commercially reasonable efforts have been undertaken, (b) a Subsidiary that is prohibited from becoming an Obligor by any contractual obligation in existence on the 2023 Effective Date, or, in the case of any newly-acquired Subsidiary, in existence at the time of acquisition thereof but not entered into in contemplation thereof, and in each case, which contractual obligation is not prohibited by the Finance Documents, provided that commercially reasonable efforts (not involving the payment of material amounts of money or the incurrence of material expenses which are disproportionate to the benefit accruing to the Secured Parties as determined by the Company in its reasonable judgment) for a period of at least 15 Business Days to obtain consent to become an Obligor shall be used by such Subsidiary (which, for the avoidance of doubt, will not require such Subsidiary to take any action which could reasonably be expected to damage its commercial relationship with the relevant third party), (c) solely with respect to any borrowings drawn or Obligations, in each case under and as defined in the Term Loan B Credit Agreement (in its form as at the 2023 Effective Date), entered into by Oatly Inc., any Excluded Tax Subsidiary, (d) any subsidiary to the extent the provision of a guarantee by such subsidiary would result in adverse tax consequences that are not de minimis as reasonably determined by the Original Borrower, in consultation with the Agent and the Majority Lenders, (e) any Subsidiary to the extent organized in an Excluded Jurisdiction, (f) certain special purpose entities mutually agreed to by the Majority Lenders and the Original Borrower, and (g) any other Subsidiary with respect to which, in the reasonable judgment of the Majority Lenders (confirmed in writing by notice to the Original Borrower), the cost or other consequences (including adverse tax consequences) of guaranteeing the Sustainable Facilities would be excessive in view of the benefits to be obtained by the Lenders therefrom; provided that the Original Borrower, in its sole discretion, may cause any Subsidiary organized in Sweden, England and Wales, the United States, Germany or such other jurisdictions as the Majority Lenders may reasonably agree that qualifies as an Excluded Subsidiary to become a Guarantor in accordance with the definition thereof (subject to completion of any requested "know your customer" rules and similar requirements of the Agent) and thereafter such Subsidiary shall not constitute an "Excluded Subsidiary" (unless and until the Original Borrower elects, in its sole discretion (except where such election would result in a breach of Clause 24.27 (*Guarantors and Transaction Security*)), to designate such persons as an Excluded Subsidiary).

"**Excluded Swap Obligation**" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Guarantor of, or the grant by such Guarantor of Security to secure, such Swap Obligation (or any guarantee of that Swap Obligation) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of such Guarantor or the grant of such Security becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one Swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to Swaps for which such guarantee or Security is or becomes illegal.

"**Excluded Tax Equity**" means voting equity interests in any Excluded Tax Subsidiary in excess of 65% of the voting equity interests.

"**Excluded Tax Subsidiary**" means any Subsidiary of Oatly Inc. that is (i) a CFC, (ii) a direct or indirect subsidiary of a CFC, (iii) a CFC Holdco, (iv) a direct or indirect subsidiary of a CFC Holdco, or (v) a subsidiary that is treated as a disregarded entity for U.S. federal income tax purposes substantially all the assets of which consist of equity interests in one or more CFCs or CFC Holdcos.

"**Existing Debt Financing**" means the Group's existing debt financing consisting of a SEK 1,925,000,000 facilities agreement originally dated 12 June 2020 (as amended from time to time) between, *inter alios*, the Company, the Original Borrower and Nordea Bank AB (publ) as coordinator, agent and security agent.

"**Facility Office**" means the office or offices notified by a Lender to the Agent in writing on or before the date it becomes a Lender (or, following that date, by not less than five Business Days' written notice) as the office or offices through which it will perform its obligations under this Agreement.

"**Fair Market Value**" means, with respect to any asset or property, the price that could be negotiated in an arm's-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction (as determined in good faith by the senior management or the board of directors of the Original Borrower, whose determination will be conclusive for all purposes under the Finance Documents, absent manifest error).

"**Fallback CAS**" means, in relation to any Loan in a Term Rate Currency which becomes a "Compounded Rate Loan" for its then current Interest Period pursuant to Clause 13.1 (*Interest calculation if no Primary Term Rate*), any rate which is either:

(a) specified as such in the applicable Reference Rate Terms; or

(b) determined by the Agent (or by any other Finance Party which agrees to determine that rate in place of the Agent) in accordance with the methodology specified in the applicable Reference Rate Terms.

"**FATCA**" means:

(a) sections 1471 to 1474 of the Code or any associated regulations;

(b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or

(c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"**FATCA Application Date**" means:

(a) in relation to a "withholdable payment" described in section 1473(1)(A)(i) of the Code (which relates to payments of interest and certain other payments from sources within the US), 1 July 2014; or

(b) in relation to a "passthru payment" described in section 1471(d)(7) of the Code not falling within paragraph (a) above, the first date from which such payment may become subject to a deduction or withholding required by FATCA.

"**FATCA Deduction**" means a deduction or withholding from a payment under a Finance Document required by FATCA.

"**FATCA Exempt Party**" means a Party that is entitled to receive payments free from any FATCA Deduction.

"**Fee Letter**" means:

(a) any letter or letters dated on or about the date of this Agreement between the Arrangers and the Company (or the Agent or the Security Agent and the Company) setting out any of the fees referred to in Clause 14 (*Fees*);

(b) any letter or letters relating to the 2023 Amendment and Restatement Agreement and the 2024 Amendment Letter no. 1 between the Arrangers and the Company (or the Lenders and the Company, or the Agent or the Security Agent and the Company) setting out any of the fees referred to in Clause 14 (*Fees*);

(c) any letter dated on or about the 2025 Effective Date between the Agent and the Company setting out any fee relating to the 2025 Amendment Letter;

(d) any agreement setting out fees payable to a Finance Party referred to in paragraph (h) of Clause 2.3 (*Increase*) or Clause 14.5 (*Interest, commission and fees on Ancillary Facilities*) or under any other Finance Document; and

(e) any agreement setting out fees payable in respect of a Sustainable Incremental Facility referred to in Clause 8.9 (*Sustainable Incremental Facility fees*).

"**Financial Covenant**" has the meaning given to that term in Clause 23.4 (*Equity Cure*).

"**Finance Document**" means this Agreement, the 2023 Amendment and Restatement Agreement, the 2023 Amendment Letter, the 2024 Amendment Letter no. 1, the 2024 Amendment Letter no. 2, the 2025 Amendment Letter, the Intercreditor Agreement, each Fee Letter, any Accession Deed, any Ancillary Document, any Compliance Certificate, any Sustainability Compliance Certificate, any Sustainable Incremental Facility Notice, any Resignation Letter, any Transaction Security Document, any Utilisation Request, any Reference Rate Supplement, any Compounding Methodology Supplement and any other document designated as such by the Agent and the Company.

"**Finance Lease**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Finance Party**" means the Agent, the Security Agent, the Arrangers, any Ancillary Lender or a Lender.

"**Financial Indebtedness**" means any indebtedness for or in respect of:

(a) moneys borrowed and debit balances at banks or other financial institutions;

(b) any acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent);

(c) any note purchase facility or the issue of bonds (but not Trade Instruments), notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of Finance Leases;

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account);

(g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of an underlying liability (but not, in any case, Trade Instruments)

of an entity which is not a member of the Group which liability would fall within one of the other paragraphs of this definition;

(h) any amount raised by the issue of shares which are redeemable (other than at the option of the issuer) before the Termination Date applicable to the Sustainable Revolving Facility or are otherwise classified as borrowings under the Accounting Principles;

(i) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 90 days after the date of supply;

(j) in connection with the purchase by any member of the Group of any business or assets, any post-closing payment adjustments, earn out, contingent payment or similar obligations to which the seller may become entitled to the extent such payment is determined by a final closing balance sheet or such payment depends on the performance of such business after the closing or is otherwise contingent on the happening (or not happening) of a certain event or events;

(j) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement) having the commercial effect of a borrowing or otherwise classified as borrowings under the Accounting Principles; and

(k) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (j) above.

"**Financial Quarter**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Financial Year**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**First Lien Net Leverage Ratio**" means on any date of determination, with respect to the Group (on a consolidated basis), the ratio of (a) Consolidated Funded First Lien Indebtedness (less Unrestricted Cash of the Group as of the last day of the most recently ended Relevant Period prior to such date in an aggregate amount not to exceed $25,000,000) of the Group on the last day of the most recently ended Relevant Period prior to such date to (b) the greater of (x) EBITDA of the Group for the then most recently ended Relevant Period and (y) zero.

"**Fixed Charge Coverage Ratio**" means, with respect to any person as of any date, the ratio of (1) the greater of (x) EBITDA of such person for the most recent Relevant Period immediately preceding the date on which such calculation of the Fixed Charge Coverage Ratio is made, calculated on a Pro Forma Basis for such period and (y) zero to (2) the Fixed Charges of such person for such period calculated on a Pro Forma Basis. In the event that the Term Loan B Borrowers or any member of the Group incurs or redeems or repays any Financial Indebtedness (other than in the case of revolving credit borrowings or revolving advances under any receivables financing unless the related commitments have been terminated and such Financial Indebtedness has been permanently repaid and has not been replaced) or issues or redeems Preferred Stock or Disqualified Stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated but prior to or substantially simultaneously with the event for which the calculation of the Fixed Charge Coverage Ratio is made, then the Fixed Charge Coverage Ratio shall be calculated on a Pro Forma Basis.

"**Fixed Charges**" means, with respect to any person for any period, the sum of:

(a) Consolidated Cash Interest Expense of such person for such period;

(b) scheduled amortization payments of principal on Financial Indebtedness of such person for such period; and

(c) the portion of taxes based on income actually paid in cash (in the case of this paragraph (c), less tax refunds received during such period in cash), on a consolidated basis and in accordance with the Accounting Principles.

"**Four Quarter Consolidated EBITDA**" means, as of any date of determination, EBITDA of the Company for the Relevant Period most recently ended on or prior to such date, each case, on a Pro Forma Basis.

"**Four Quarter Europe & International EBITDA**" means, as of any date of determination, Europe & International EBITDA of the Europe & International Group for the Relevant Period most recently ended on or prior to such date, each case, on a Pro Forma Basis.

"**FRB**" means the Board of Governors of the Federal Reserve System of the United States.

"**Funding Rate**" means any individual rate notified by a Lender to the Agent pursuant to paragraph (a)(i) of Clause 13.4 (*Cost of Funds*).

"**German Obligor**" means any Obligor incorporated or established in Germany.

"**German Member of the Group**" means any member of the Group having its centre of main interests (as such term is used in Art. 3(1) of Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings) in Germany.

"**Greater China Facility**" means the production facility that was under construction as of the 2023 Effective Date in the Zhejiang Province in PRC and intended to be operated by Oatly Thousands of Island Co Ltd.

"**Greater China Facility Assets**" has the meaning given to it in paragraph (t) of the definition of "Permitted Disposal".

"**Greater China and Singapore Facility Closure Costs**" means the restructuring and exit costs incurred by the Group in the closure and discontinuance of the Greater China Facility and/or the Singapore Facility (for the avoidance of doubt, not including any such costs that are avoided pursuant to any disposal pursuant to paragraph (t) of the definition of "Permitted Disposal" and thus not incurred), and in each case any provision therefor.

"**Gross Outstandings**" means, in relation to a Multi-account Overdraft, the Ancillary Outstandings of that Multi-account Overdraft but calculated on the basis that the words "(net of any Available Credit Balance)" in paragraph (iii) of the definition of "Ancillary Outstandings" were deleted.

"**Group**" means the Company and its Subsidiaries for the time being.

"**Group Structure Chart**" means the group structure chart in the agreed form.

"**Guarantor**" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 27 (*Changes to the Obligors*).

"**Hedging Agreement**" has the meaning given to such term in the Intercreditor Agreement.

"**Holding Company**" means, in relation to a person, any other person in respect of which it is a Subsidiary.

"**IFRS**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Impaired Agent**" means the Agent at any time when:

(a) it has failed to make (or has notified a Party that it will not make) a payment required to be made by it under the Finance Documents by the due date for payment;

(b) the Agent otherwise rescinds or repudiates a Finance Document;

(c) (if the Agent is also a Lender) it is a Defaulting Lender under paragraph (a), (b) or (c) of the definition of "Defaulting Lender"; or

(d) an Insolvency Event has occurred and is continuing with respect to the Agent,

unless, in the case of paragraph (a) above:

(i) its failure to pay is caused by:

(A) administrative or technical error; or

(B) a Disruption Event; and

payment is made within five Business Days of its due date; or

(ii) the Agent is disputing in good faith whether it is contractually obliged to make the payment in question.

"**Increase Confirmation**" means a confirmation substantially in the form set out in Schedule 11 (*Form of Increase Confirmation*).

"**Increased Costs**" has the meaning given to that term in Clause 16.1 (*Increased Costs*).

"**Increase Lender**" has the meaning given to that term in Clause 2.3 (*Increase*).

"**Incremental Equivalent Amount**" means an amount not to exceed the sum of:

(a) $0 (the "**Freebie Incremental Facility**");

(b) an unlimited amount (the "**Ratio-Based Incremental Facility**") so long as the Maximum Leverage Requirement is satisfied; *plus*

(c) an amount equal to:

(i) all voluntary prepayments of Term Loans made pursuant to Section 2.05(a) of the Term Loan B Credit Agreement (in its form as at the 2023 Effective Date); and

(ii) all voluntary repurchases of Term Loans made pursuant to the terms of the Term Loan B Credit Agreement in its form as at the 2023 Effective Date in an amount equal to the principal amount of the Term Loans repurchased (the "**Prepayment-Based Incremental Facility**"),

in each case solely to the extent not funded with the proceeds of long-term Financial Indebtedness.

"**Incremental Equivalent Debt**" has the meaning given to that term in Clause 8A (*Incremental Equivalent Debt*).

"**Incremental Equivalent Debt Arranger**" has the meaning given to that term in Clause 8A (*Incremental Equivalent Debt*).

"**Initial Public Offering**" means the initial public offering pursuant to which the ADSs representing the ordinary shares in the Company have been listed on The Nasdaq Global Select Market.

"**Initial Public Offering Proceeds**" means the net proceeds (having deducted, for the avoidance of doubt, any transaction fees, costs and expenses and applicable taxes) received by

the Company on the Initial Public Offering Settlement Date in connection with the Initial Public Offering.

"**Initial Public Offering Settlement Date**" means 24 May 2021, being the settlement date of the Initial Public Offering.

"**Insolvency Event**" in relation to an entity means that such entity:

(a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);

(b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;

(c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;

(d) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official;

(e) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition is instituted or presented by a person or entity not described in paragraph (d) above and:

(i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or

(ii) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;

(f) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);

(g) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets (other than, for so long as it is required by law or regulation not to be publicly disclosed, any such appointment which is to be made, or is made, by a person or entity described in paragraph (d) above);

(h) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;

(i) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (a) to (h) above; or

(j) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

"**Intercreditor Agreement**" means the intercreditor agreement dated on or about the 2023 Effective Date and made between, among others, the Company, the Original Borrower, the Original Obligors, the Agent, the Security Agent and the Lenders.

"**Intangible Assets**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Intellectual Property**" means:

(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and

(b) the benefit of all applications and rights to use such assets of each member of the Group (which may now or in the future subsist).

"**Interest Period**" means, in relation to a Loan, each period determined in accordance with Clause 12 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with Clause 11.6 (*Default Interest*).

"**Interpolated Alternative Term Rate**" means, in relation to any Term Rate Loan, the rate (rounded to the same number of decimal places as the two relevant Alternative Term Rates) which results from interpolating on a linear basis between:

(a) the applicable Alternative Term Rate for the longest period (for which that Alternative Term Rate is available) which is less than the Interest Period of that Loan; and

(b) the applicable Alternative Term Rate for the shortest period (for which that Alternative Term Rate is available) which exceeds the Interest Period of that Loan,

each as of the Quotation Time.

"**Interpolated Primary Term Rate**" means, in relation to any Term Rate Loan, the rate (rounded to the same number of decimal places as the two relevant Primary Term Rates) which results from interpolating on a linear basis between:

(a) the applicable Primary Term Rate for the longest period (for which that Primary Term Rate is available) which is less than the Interest Period of that Loan; and

(b) the applicable Primary Term Rate for the shortest period (for which that Primary Term Rate is available) which exceeds the Interest Period of that Loan,

each as of the Quotation Time.

"**Investment**" means, with respect to any person, (i) all direct or indirect investments by such person in other persons (including Affiliates) in the form of (a) loans or guarantees of Financial Indebtedness, (b) advances or capital contributions (excluding accounts receivable, trade credit and advances or other payments made to customers, dealers, suppliers and distributors and payroll, commission, travel and similar advances to officers, directors, managers, employees consultants and independent contractors made in the ordinary course of business), and (c) purchases or other acquisitions for consideration of Financial Indebtedness, Equity Interests or other securities issued by any other Person, (ii) investments that are required by the Accounting Principles to be classified on the balance sheet of the Company or any Borrower in the same manner as the other investments included in paragraph (i) of this definition to the extent such transactions involve the transfer of cash or other property and (iii) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another person or assets constituting a business unit, line of business or division of such person; provided that Investments shall not include, in the case of the Borrowers and the Subsidiaries, any arrangement pursuant to which any Borrower or any

Subsidiary extends credit to a consumer on a "buy now, pay later" basis or any other similar deferred payment arrangement offered to a consumer, in each case, in the ordinary course of business. If the Borrowers or any Subsidiary sells or otherwise disposes of any Equity Interests of any Subsidiary, or any Subsidiary issues any Equity Interests, in either case, such that, after giving effect to any such sale or disposition, such person is no longer a Subsidiary of the Company, the Company shall be deemed to have made an Investment on the date of any such sale or other disposition equal to the Fair Market Value of the Equity Interests of and all other Investments in such former Subsidiary retained. In no event shall a guarantee of an operating lease of the Borrowers or any Subsidiary be deemed an Investment.

"**Joint Venture**" means any joint venture entity, whether a company, unincorporated firm, undertaking, association, joint venture or partnership or any other entity.

[***]

"**Legal Opinion**" means any legal opinion delivered to the Agent under Clause 4.1 (*Initial Conditions Precedent*), pursuant to Schedule 4 (*Conditions Precedent to the Effective Date*) of the 2023 Amendment and Restatement Agreement or pursuant to Clause 27 (*Changes to the Obligors*).

"**Legal Reservations**" means:

(a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;

(b) the time barring of claims, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of stamp duty may be void and defences of set-off or counterclaim;

(c) the principle that any additional interest or payment of compensation imposed under any relevant agreement may be held to be unenforceable on the grounds that it is a penalty and thus void;

(d) that a court may refuse to give effect to a purported contractual obligation to pay costs imposed upon another party in respect of the costs of any unsuccessful litigation brought against that party or may not award by way of costs all of the expenditure incurred by a successful litigant in proceedings brought before that court;

(e) that a court may not give effect to the provisions of Clause 35 (*Partial Invalidity*) or any similar provision in another Finance Document, or that interest of a default rate on overdue amounts may be a penalty and not recoverable;

(f) that the parties' choice of law may not be recognised or upheld for reasons of public policy or otherwise, or that a judgement in a court in one jurisdiction may not be recognised or enforced in another jurisdiction, or that a court may stay proceedings if concurrent proceedings based on the same grounds and between the same parties have previously been brought before another court;

(g) similar principles, rights and defences under the laws of any Relevant Jurisdiction; and

(h) any other matters which are set out as qualifications or reservations as to matters of law of general application in the Legal Opinions.

"**Lender**" means:

(a) any Original Lender; and

(b) any bank, financial institution, trust, fund or other entity which has become a Party as a "Lender" in accordance with Clause 2.3 (*Increase*), Clause 8 (*Establishment of Sustainable Incremental Facilities*) or Clause 26 (*Changes to the Lenders*),

which in each case has not ceased to be a Party as such in accordance with the terms of this Agreement.

"**Lender Presentation**" means the document in the form approved by the Company concerning the Group and distributed by the Arrangers on a confidential basis prior to the 2023 Effective Date in connection with the 2023 Amendment and Restatement Agreement.

"**Liquidity**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Liquidity Report**" has the meaning given to that term in paragraph (g) of Clause 22.1 (*Financial Statements*).

"**Listing Rules**" means the Securities Exchange Act of 1934 (or any analogous rules or regulations of any applicable stock exchange in which the Company's voting stock is listed), as from time to time amended.

"**LMA**" means the Loan Market Association.

"**Loan**" means a Sustainable Revolving Facility Loan or Sustainable Incremental Facility Loan.

"**Local Facilities**" means local lines of credit or working capital facilities incurred by members of the Group organized in PRC that are not Obligors and that are not guaranteed by any Obligor (or any other Subsidiary of the Company organized outside PRC) or secured by the assets of any Obligor (or any other Subsidiary of the Company organized outside PRC).

"**Lookback Period**" means the number of days specified as such in the applicable Reference Rate Terms.

"**Majority Lenders**" means:

(a) (for the purposes of paragraph (a) of Clause 37.1 (*Required Consents*) in the context of a waiver in relation to a proposed Utilisation of the Sustainable Revolving Facility of the condition in Clause 4.2 (*Further Conditions Precedent*)), a Lender or Lenders whose Sustainable Revolving Facility Commitments aggregate more than 66⅔ per cent. of the Total Sustainable Revolving Facility Commitments;

(b) (for the purposes of paragraph (a) of Clause 37.1 (*Required Consents*) in the context of a waiver in relation to a proposed Utilisation of a Sustainable Incremental Facility of the condition in Clause 4.2 (*Further Conditions Precedent*)), the Sustainable Incremental Facility Majority Lenders under that Sustainable Incremental Facility; and

(c) (for the purposes Clause 25.16 (*Acceleration*)), a Lender or Lenders whose Commitments aggregate more than 50 per cent. of the Total Commitments.

(in any other case), a Lender or Lenders whose Commitments aggregate more than 66⅔ per cent. of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66⅔ per cent. of the Total Commitments immediately prior to that reduction).

"**Margin**" means, subject to Clause 11.3 (*Sustainability Adjustments*) and Clause 11.4 (*Margin premium for Loans and Unpaid Sums in USD and GBP*):

(a) in relation to any Sustainable Revolving Facility Loan, 4.00 per cent. per annum;

(b) in relation to any Sustainable Incremental Facility Loan, the percentage rate per annum specified as such in the Sustainable Incremental Facility Notice relating to the

Sustainable Incremental Facility under which that Sustainable Incremental Facility Loan is made or is to be made;

(c) in relation to any Unpaid Sum relating or referable to a Sustainable Facility, the rate per annum specified above for that Sustainable Facility; and

(d) in relation to any other Unpaid Sum, the highest rate specified above,

but if:

(i) no Event of Default has occurred and is continuing; and

(ii) the Total Net Leverage Ratio in respect of the most recently completed Relevant Period (starting with the Relevant Period ending on 31 December 2025) is within a range set out below,

then the Margin for each Sustainable Revolving Facility Loan will be the percentage per annum set out below in the column opposite that range:

Total Net Leverage Ratio	**Margin (per cent. per annum)**
Greater than 2.25:1	4.00
Equal to or less than 2.25:1, but greater than 1.75:1	3.75
Equal to or less than 1.75:1, but greater than 1.25:1	3.50
Equal to or less than 1.25:1	3.25

However:

(A) any increase or decrease in the Margin for a Loan shall take effect on the date (the "**reset date**") falling three Business Days from the date of receipt by the Agent of the Compliance Certificate for that Relevant Period pursuant to Clause 22.2 (*Compliance Certificate*);

(B) if, following receipt by the Agent of the Compliance Certificate related to the relevant Annual Report, that Compliance Certificate does not confirm the basis for a reduced or increased Margin, then paragraph (b) or (c) (as applicable) of Clause 11.5 (*Payment of interest*) shall apply and the Margin for that Loan shall be the percentage per annum determined using the table above and the revised ratio of Total Net Leverage Ratio calculated using the figures in that Compliance Certificate;

(C) while an Event of Default is continuing or the Company is in breach of its obligation to deliver a Compliance Certificate, the Margin for each Loan under the Sustainable Revolving Facility shall be the highest percentage per annum set out above (or, in relation to any Sustainable Incremental Facility Loan, in the relevant Sustainable Incremental Facility Notice) for a Loan under the Sustainable Revolving Facility (and, following a remedy or waiver of such Event of Default or breach of obligation to deliver a Compliance Certificate, the applicable Margin for the Sustainable Revolving Facility will be recalculated in accordance with the ratchet above); and

(D) for the purpose of determining the Margin, Total Net Leverage Ratio and Relevant Period shall be determined in accordance with Clause 23.1 (*Financial definitions*).

"**Margin Stock**" has the meaning assigned to such term in Regulation U of the FRB as from time to time in effect.

"**Market Disruption Rate**" means the rate (if any) specified as such in the applicable Reference Rate Terms.

"**Material Adverse Effect**" means a material adverse effect on:

(a) the business, assets or financial condition of the Group (in each case taken as a whole), provided that an event (or a series of events) which affect(s) or is (are) likely to affect the ability of the Obligors to comply with their obligations pursuant to Clause 23 (*Financial Covenants*) shall not for that reason be a Material Adverse Effect;

(b) the ability of the Obligors (taken as a whole) to perform their payment obligations under any Finance Document; or

(c) subject to the Legal Reservations and Perfection Requirements, the validity or enforceability of any of the Finance Documents or the validity, legality or effectiveness or priority or ranking of the Transaction Security, which, if capable of remedy, is not remedied within 20 Business Days of the Company or any other Obligor becoming aware of the issue, provided that such period shall run concurrently with any other applicable grace period.

"**Material Company**" means, at any time:

(a) an Obligor; or

(b) each direct Holding Company of a Material Company (excluding any direct Holding Company of the Company); or

(c) any member of the Group whose revenue or assets represents two point five (2.5) per cent. or more of the consolidated revenue or the consolidated gross assets (as applicable) of the Group.

Compliance with the conditions set out in paragraph (c) above shall be determined by reference to the latest audited financial statements of that Subsidiary (consolidated in the case of a Subsidiary which itself has Subsidiaries) and the latest Annual Report. However, if a Subsidiary has been acquired since the date as at which the latest Annual Report were prepared, the financial statements shall be deemed to be adjusted in order to take into account the acquisition of that Subsidiary.

For purpose of the calculations of the consolidated revenue of the Group in paragraph (c) above, any member of the Group having negative revenue or assets shall be deemed to have zero revenue or assets.

"**Material Intellectual Property**" means all Intellectual Property that is material to the business of the Group.

"**Material Jurisdiction**" means, as of any date of determination, any jurisdiction in which (i) aggregate revenues of the Group for the most recent period of four consecutive Financial Quarters ending on or prior to such date exceed 2.5% of the total revenues of the Group for such period or (ii) aggregate assets of the Company or any of its Subsidiaries incorporated or domiciled in such jurisdiction exceed 2.5% of the total assets of Group.

"**Material Real Property**" means any real property located in the United States and owned in fee by any Obligor with a Fair Market Value equal to or greater than $5,000,000, as determined on the 2023 Effective Date for existing real property and on the date of acquisition for any after-acquired real property, in each case excluding Excluded Property; provided that in no event shall the Fair Market Value of the aggregate amount of real property located in the United States and owned in fee by any Obligor that does not constitute Material Real Property exceed $10,000,000. [***]

"**Maximum DFW and PB Facility Closure Cash Outflow Amount**" means, as of any date of determination, an amount equal to the excess of (i) the aggregate amount of the DFW and PB Facility Closure Costs as of such date over (ii) the aggregate cash consideration received by the Obligors for all Dispositions of Dallas-Fort Worth Facility Assets and Peterborough Facility Assets made pursuant to paragraph (s) of the definition of "Permitted Disposal" (when aggregated with any cash proceeds received by the Obligors during the same period attributable to the return, cancellation or termination of any delivery, order, contract or other agreement relating to the Peterborough Facility and/or the Dallas-Fort Worth Facility) as of such date of determination.

"**Maximum Greater China and Singapore Facility Closure Cash Outflow Amount**" means, as of any date of determination, an amount equal to the excess of (i) the aggregate amount of the Greater China and Singapore Facility Closure Costs as of such date over (ii) the aggregate cash consideration received by the Group for all Dispositions of Greater China Facility Assets and Singapore Facility Assets made pursuant to paragraph (t) of the definition of "Permitted Disposal" (when aggregated with any cash proceeds received by the Group during the same period attributable to the return, cancellation or termination of any delivery, order, contract or other agreement relating to the Greater China Facility and/or the Singapore Facility) as of such date of determination.

"**Maximum Incremental Amount Condition**" means the requirement that, on a Pro Forma Basis, after giving effect to the incurrence of any Sustainable Incremental Facility and/or Incremental Equivalent Debt, (A) if the Four Quarter Consolidated EBITDA for the most recently ended Relevant Period is not greater than $0, the aggregate amount of all loans and commitments under any Sustainable Incremental Facility, the Sustainable Revolving Facility, Incremental Equivalent Debt and any other revolving facilities (other than any Local Facilities) incurred or guaranteed by an Obligor shall not exceed $250,000,000 and (B) if Four Quarter Consolidated EBITDA for the most recently ended Relevant Period is greater than $0, the aggregate amount of all loans and commitments under any Sustainable Incremental Facility and the Sustainable Revolving Facility and any other revolving facilities (other than any Local Facilities) incurred or guaranteed by an Obligor shall not exceed $250,000,000.

"**Maximum Leverage Requirement**" means, with respect to any request made in reliance on Clause 8A (*Incremental Equivalent Debt*) for the establishment or incurrence of Incremental Equivalent Debt, the requirement that, on a Pro Forma Basis, after giving effect to the incurrence of such Incremental Equivalent Debt and assuming the commitments under the Sustainable Revolving Facility Commitments, any Sustainable Incremental Facility Commitments and any other Incremental Equivalent Debt being concurrently established with any such facility, are fully drawn (and, in each case, after giving effect to any acquisition in connection therewith and all other appropriate pro forma adjustment events on a Pro Forma Basis (but without giving effect to the cash proceeds of any such facility then being incurred except to the extent such cash proceeds are being utilized to repay or prepay Financial Indebtedness but without duplication of such repayment or prepayment)), (a) for any such Financial Indebtedness that is secured by the Transaction Security on a pari passu basis with the Sustainable Facilities, the First Lien Net Leverage Ratio on a Pro Forma Basis, does not exceed 2.00:1.00; and (b) for any such Financial Indebtedness that is unsecured, either (1) the Total Net Leverage Ratio for such Relevant Period, on a Pro Forma Basis does not exceed 3.50:1.00 or (2) the Fixed Charge Coverage Ratio of the Group (on a consolidated basis) for

such Relevant Period, on a Pro Forma Basis is not less than 2.00:1.00; provided that for the avoidance of doubt, Financial Indebtedness incurred in reliance on this definition of "Maximum Leverage Requirement" that is secured by the Charged Property on a pari passu basis with the Sustainable Facilities may be incurred only pursuant to Section 2.14 of the Term Loan B Credit Agreement (in its form as at the 2023 Effective Date).

[***]

"**Minimum Europe & International EBITDA Covenant Testing Period**" means (i) initially, the period commencing on the 2024 Effective Date and ending on the first date thereafter for which Four Quarter Consolidated EBITDA for two consecutive Relevant Periods ending after the 2024 Effective Date is equal to or greater than zero, and (ii) each period thereafter, commencing on the date (each a "**Reference Date**") for which Four Quarter Consolidated EBITDA for two consecutive Relevant Periods ending on or prior to such date is less than zero and ending on first date thereafter for which Four Quarter Consolidated EBITDA for two consecutive Relevant Periods ending after such Reference Date is equal to or greater than zero.

"**Month**" means, in relation to an Interest Period (or any other period for the accrual of commission or fees in a currency) a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, subject to adjustment in accordance with the rules specified as Business Day Conventions in the applicable Reference Rate Terms.

"**Mortgage**" means any mortgage, deed of trust or equivalent document executed or required herein to be executed by any Obligor and granting Transaction Security over Material Real Property in favour of the Security Agent as security for the Sustainable Facilities; provided, however, in the event such Material Real Property is located in a jurisdiction which imposes mortgage recording tax, intangibles tax, documentary tax or similar recording fees or taxes, the Security Agent (acting on the Agent's instructions) will cooperate with the Company or the applicable Obligor in order to minimize or eliminate, as applicable, the amount of tax payable in connection with such Mortgage as permitted by, and in accordance with, applicable law, including limiting the amount secured by the applicable Mortgage to an amount not to exceed the Fair Market Value of such Material Real Property if such limitation results in such taxes or similar fees being calculated based upon such Fair Market Value; and provided further, that the Mortgage shall not secure any obligations in respect of letters of credit or revolving credit facilities in those jurisdictions that impose a mortgage tax on paydowns or re-advances applicable thereto.

"**Multi-account Overdraft**" means an Ancillary Facility which is an overdraft facility comprising more than one account.

"**Net Cash Proceeds**" means:

(a) with respect to the Disposition of any asset by the Group (other than any Disposition of any receivables assets in a receivables factoring or receivables financing), the excess, if any, of (i) the sum of cash and Cash Equivalent Investments received in connection with such Disposition (including any cash or Cash Equivalent Investments received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received and including any proceeds received as a result of unwinding any related Swap Contract in connection with such related transaction) over (ii) the sum of:

(i) the principal amount of any indebtedness that is secured by Security on the asset subject to such Disposition and that is required to be repaid in connection with such Disposition (other than (1) Financial Indebtedness under the Finance Documents, (2) Financial Indebtedness under the Term Loan B Credit Agreement, (3) Financial Indebtedness permitted under paragraph (l) of the

definition of "Permitted Financial Indebtedness" and (4) if such asset constitutes Charged Property, any Financial Indebtedness secured by such asset ranking *pari passu* with or junior to the Sustainable Facilities), together with any applicable premiums, penalties, interest or breakage costs,

(ii) the fees and out-of-pocket expenses incurred by the Group in connection with such Disposition (including attorneys' fees, accountants' fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer taxes, deed or mortgage recording taxes, other customary expenses and brokerage, consultant and other customary fees actually incurred in connection therewith),

(iii) all taxes paid or reasonably estimated to be payable in connection with such Disposition (or any tax distribution the Group may be required to make as a result of such Disposition) and any repatriation costs associated with receipt or distribution by the applicable taxpayer of such proceeds,

(iv) any costs associated with unwinding any related Swap Contract in connection with such transaction,

(v) any reserve for adjustment in respect of (x) the sale price of the property that is the subject of such Disposition established in accordance with the Accounting Principles and (y) any liabilities associated with such property and retained by Group after such Disposition, including pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction, and it being understood that "Net Cash Proceeds" shall include, without limitation, any cash or Cash Equivalent Investments (i) received upon the Disposition of any non-cash consideration received by the Group in any such Disposition and (ii) upon the reversal (without the satisfaction of any applicable liabilities in cash in a corresponding amount) of any reserve described in this sub-paragraph (v), and

(vi) in the case of any Disposition by a member of the Group that is a Joint Venture or otherwise not wholly owned by the Group, the pro rata portion of the Net Cash Proceeds thereof (calculated without regard to this sub-paragraph (vi)) attributable to the minority interests and not available for distribution to or for the account of the Group as a result thereof; and

(b) with respect to the incurrence or issuance of any indebtedness by the Group, the excess, if any, of (i) the sum of the cash received in connection with such incurrence or issuance and in connection with unwinding any related Swap Contract in connection therewith over (ii) the investment banking fees, underwriting discounts and commissions, premiums, expenses, accrued interest and fees related thereto, taxes reasonably estimated to be payable and other out-of-pocket expenses and other customary expenses, incurred by the Group in connection with such incurrence or issuance and any costs associated with unwinding any related Swap Contract in connection therewith and deductions in respect of withholding taxes that are or would otherwise be payable in cash if such funds were repatriated to the applicable jurisdiction.

"**Net Outstandings**" means, in relation to a Multi-account Overdraft, the Ancillary Outstandings of that Multi-account Overdraft.

"**New Company Injections**" means the aggregate amount of:

(a) amounts contributed to the Company by the shareholders of the Company by way of cash common equity; and

(b) amounts of shareholder debt provided to the Company which constitute Subordinated Financing and are subordinated to the Sustainable Facilities under the Intercreditor Agreement as Subordinated Liabilities (as defined in the Intercreditor Agreement) or otherwise on terms satisfactory to the Lenders or otherwise to the satisfaction of the Lenders,

in either case (i) only taking into account amounts subscribed, lent or converted after the date of this Agreement; (ii) excluding any capitalised interest; and (iii) excluding Excluded Equity, provided that any New Company Injection shall not include any amount which has been utilised for another purpose under this Agreement (including to augment or build capacity to incur any Financial Indebtedness or make any Permitted Payment or Permitted Investments hereunder).

"**New Lender**" has the meaning given to that term in Clause 26.1 (*Assignments and Transfers by the Lenders*).

"**New Product Launch**" means that certain product launch that the Group contemplated in 2024 referred to in written communication from the Company to the Lenders on 23 December 2024.

"**Non-Consenting Lender**" has the meaning given to that term in Clause 37.6 (*Replacement of Lender*).

"**Oatly Ma'anshan Facility**" means the production facility located in the Anhui Province in the People's Republic of China and operated by Oatly Food Co. Ltd.

"**Obligor**" means a Borrower or a Guarantor.

"**Obligors' Agent**" means the Original Borrower, appointed to act on behalf of each Obligor in relation to the Finance Documents pursuant to Clause 2.5 (*Obligors' Agent*).

"**OFAC**" means the Office of Foreign Assets Control of the United States Department of Treasury.

"**Optional Currency**" means a currency (other than the Base Currency) which complies with the conditions set out in Clause 4.3 (*Conditions Relating to Optional Currencies*).

"**Original Financial Statements**" means the audited consolidated financial statements of the Company for the financial year ended 31 December 2021.

"**Original Jurisdiction**" means, in relation to an Obligor, the jurisdiction under whose laws that Obligor is incorporated, organised or formed, as applicable, as at the 2023 Effective Date or, in the case of an Additional Obligor, as at the date on which that Additional Obligor becomes Party as a Borrower and/or a Guarantor (as the case may be).

"**Original Obligor**" means the Original Borrower or an Original Guarantor.

"**Participant**" has the meaning given to that term in Clause 26.11 (*The Participant Register*).

"**Participating Member State**" means any member state of the European Union that has the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

"**Participant Register**" has the meaning given to that term in Clause 26.11 (*The Participant Register*).

"**Party**" means a party to this Agreement.

"**Perfection Exceptions**" means, with respect to (a) assets located in the United States, that no Obligor shall be required to (i) perfect a security interest to the extent the cost, burden, difficulty or consequence of perfecting a security interest therein outweighs the benefit of the security

afforded thereby as reasonably agreed by the Majority Lenders and the Original Borrower in their reasonable judgment, or (ii) send notices to account debtors or other contractual third-parties prior to an Event of Default, and (b) assets not located in the United States, no Obligor shall be required to take any actions contrary to the Agreed Security and Guarantee Principles.

"**Perfection Requirements**" means the making of the appropriate registrations, filings or notifications of the Transaction Security Documents as specifically contemplated by any legal opinion delivered pursuant to Clause 4 (*Conditions of Utilisation*).

"**Permitted Disposal**" means any sale, lease, licence, transfer or other disposal, which, except in the case of paragraphs (b) and (c) below, is on arm's length terms:

(a) of trading assets or the expenditure of cash made by any member of the Group in the ordinary course of trading of the disposing entity;

(b) of any asset (i) by a member of the Group (other than the Company and CEBA) that is not an Obligor to another member of the Group (other than the Company and CEBA) or (ii) by an Obligor (other than the Company and CEBA) to another Obligor (other than the Company and CEBA) (and provided that it constitutes a Permitted Investment);

(c) in respect of which the Agent (acting on behalf of the Majority Lenders) has given its prior written consent;

(d) of assets (other than shares in an Obligor and businesses or real property) in exchange for other assets comparable or superior as to type, value or quality;

(e) of obsolete or redundant assets (other than shares in an Obligor) not required for the efficient operation of the disposing entity's business;

(f) of Cash Equivalent Investments for cash or in exchange for other Cash Equivalent Investments;

(g) of any purchased equipment or assets for Fair Market Value, in each case, (i) back to the original vendor of such equipment or assets within 180 days of receipt of the equipment or assets and (ii) in the ordinary course of business;

(h) [reserved];

(i) the sale, lease, assignment, license, sublicense or sublease of any personal property (other than Material Intellectual Property) in the ordinary course of business and which does not materially interfere with the business of the Group;

(j) (i) non-exclusive licenses, sublicenses or cross-licenses of intellectual property, other intellectual property rights or other general intangibles and (ii) exclusive licenses, sublicenses or cross-licenses of intellectual property (including the provision of software under an open source license), other intellectual property rights or other general intangibles, in each case in the ordinary course of business of the Group and other than in relation to any liquid oat base production patent which constitutes Material Intellectual Property;

(k) arising as a result of any Permitted Security;

(l) of operating leases of real property not required for the ordinary course of trading of any member of the Group granted to third parties on arm's length terms and not interfering in any material respect with the ordinary course of trading of any member of the Group;

(m) of cash not otherwise prohibited under the Finance Documents;

(n) constituting a Permitted Transaction;

(o) of receivables (i) on a non-recourse basis or (ii) that is recourse to the Group in an aggregate principal amount outstanding not to exceed $5,000,000;

(p) [***]

(q) as set out in the Report on Form 6-K filed by the Company on 3 January 2023 together with the exhibits thereto, in accordance with the asset purchase agreement dated 30 December 2022 entered into between Oatly Inc., Oatly US Operations & Supply Inc., Ya YA Foods USA LLC and Aseptic Beverage Holdings LP (as originally in effect, the "**Asset Purchase Agreement**"), the sale of Oatly Inc.'s manufacturing facilities in Ogden, Utah and Dallas-Fort Worth, Texas to Ya YA Foods USA LLC subject to the terms and conditions of the Asset Purchase Agreement (together with the licensing of any intellectual property rights and goodwill by any member of the Group to Ya YA Foods USA LLC for use solely in connection with the performance by Ya YA Foods USA LLC of its obligations under the Co-Pack Agreement (as defined in the Asset Purchase Agreement));

(r) the transfer by CEBA of the receivable that CEBA has against Oatly Hong Kong Holding Limited (reg. no. 1558549) to the Original Borrower by way of unconditional shareholder's contribution;

(s) of assets located in, at or on, or otherwise relating to, (i) the Group's discontinued Peterborough Facility (including any real property, machinery, equipment and vehicles located in, at or on, or otherwise relating to, the Peterborough Facility (such assets, the "**Peterborough Facility Assets**")) or (ii) the Group's discontinued Dallas-Fort Worth Facility (including any real property, machinery, equipment and vehicles located in, at or on, or otherwise relating to, the Dallas-Fort Worth Facility (such assets, the "**Dallas-Fort Worth Facility Assets**")); provided that, in each case:

(i) such assets were used (or were previously planned to be used) in the operation of the Peterborough Facility or the Dallas-Fort Worth Facility, as applicable, as of the 2024 Effective Date;

(ii) such assets were either located in, at or on the Peterborough Facility or the Dallas-Fort Worth Facility, or stored in, or in transit to, a separate warehouse or other storage facility, in each case as of the 2024 Effective Date;

(iii) from and after the 2024 Effective Date, no member of the Group shall transfer any assets material to the business of the Group to the Peterborough Facility or the Dallas-Fort Worth Facility;

(iv) any such Disposition is contractually committed to by the Group on or prior to 30 September 2025 and shall have been consummated on or prior to 31 December 2025;

(v) no Event of Default shall have occurred and be continuing or shall result therefrom;

(vi) (a) at least 85% of the consideration therefor shall be in the form of cash and (b) 100% of the consideration therefor shall be in the form of either cash or deferred cash consideration;

(vii) such Disposition shall be made for Fair Market Value; and

(viii) the proceeds of such Disposition shall be received by an Obligor and used solely for the working capital purposes of the Obligors; and

(t) of assets located in, at or on, or otherwise relating to, (i) the Group's discontinued Greater China Facility (including any real property, machinery, equipment and vehicles located in, at or on, or otherwise relating to, the Greater China Facility (such assets, the "**Greater China Facility Assets**")) or (ii) the Group's discontinued Singapore Facility (including any real property, machinery, equipment and vehicles located in, at or on, or otherwise relating to, the Singapore Facility (such assets, the "**Singapore Facility Assets**")); provided that, in each case:

(i) such assets were used (or were previously planned to be used) in the operation of the Greater China Facility or the Singapore Facility, as applicable, as of the 2025 Effective Date;

(ii) such assets were either located in, at or on the Greater China Facility or the Singapore Facility, or stored in, or in transit to, a separate warehouse or other storage facility, in each case as of the 2025 Effective Date;

(iii) from and after the 2025 Effective Date, no member of the Group shall transfer any assets material to the business of the Group to the Greater China Facility or the Singapore Facility;

(iv) no Event of Default shall have occurred and be continuing or shall result therefrom;

(v) (a) at least 85 % of the consideration therefor shall be in the form of cash and/or reduction or avoidance of Greater China and Singapore Facility Closure Costs and (b) 100% of the consideration therefor shall be in the form of either cash, deferred cash consideration and/or reduction or avoidance of Greater China and Singapore Facility Closure Costs;

(vi) such Disposition shall be made for Fair Market Value; and

(vii) the proceeds of such Disposition shall (i) if made by an Obligor, be received by an Obligor and used solely for application towards Greater China and Singapore Facility Closure Costs and/or the working capital purposes of the Obligors or (ii) if made by a member of the Group which is not an Obligor, be received by a member of the Group and used solely for application towards Greater China and Singapore Facility Closure Costs and/or the working capital purposes of the Group; and

(u) if not permitted by the preceding paragraphs, of assets (other than shares in an Obligor, any real property subject to Transaction Security and businesses) for cash where the higher of the market value and net consideration receivable (when aggregated with the higher of the market value and net consideration receivable for any other sale, lease, licence, transfer or other disposal not allowed under the preceding paragraphs or as a Permitted Transaction) does not exceed the greater of $5,000,000 and 10% of Four Quarter Consolidated EBITDA in any Financial Year of the Company.

"**Permitted Financial Indebtedness**" means Financial Indebtedness:

(a) arising under any of the Finance Documents;

(b) (i) arising under the Term Loan B Credit Agreement (and any related Loan Documents, as defined therein) as of the 2023 Effective Date (including, for the avoidance of doubt, the Term Loan B Facility) provided that the aggregate outstanding principal amount (including in the determination of principal amount outstanding permitted under this sub-paragraph (b)(i)) shall not exceed $130,000,000; and (ii) any Incremental Equivalent Debt;

(c) arising under the PIPE Financing so long as the PIPE Financing constitutes a Subordinated Financing up to an aggregate outstanding principal amount as of any date not to exceed $335,000,000 plus any capitalized or "paid-in-kind" interest accruing thereon, which Financial Indebtedness shall be subject to the Intercreditor Agreement, provided that the Company issues the 9.25% Convertible Senior PIK Notes due 2028 described in paragraph (c) of the definition of "PIPE Financing" (and receives the net cash proceeds thereof) on or before 30 June 2023 (or such later date as the Majority Lenders may agree in their sole discretion);

(d) arising under any New Company Injection pursuant to paragraph (b) of the definition thereof;

(e) incurred with the prior written consent of the Agent (acting on behalf of the Majority Lenders);

(f) to the extent covered by a letter of credit, guarantee or indemnity issued under an Ancillary Facility;

(g) as a result of any trade credit received (including for the avoidance of doubt but not limited to any liability under any advance or deferred purchase agreement) by any member of the Group from any of its trading partners in the ordinary course of its trading activities (on normal commercial terms);

(h) of the Obligors as a result of deferred payment arrangements, post-closing payment adjustments, earn out, contingent payment or similar obligations in relation to any Permitted Investment provided that the aggregate amount of such deferred payment arrangements during the life of this Agreement does not exceed the sum of (x) $10,000,000 in any Financial Year and (ii) $20,000,000 in the aggregate during the term of this Agreement, unless such Financial Indebtedness (1) is subordinated to the Sustainable Facilities pursuant to the Intercreditor Agreement on terms satisfactory to the Lenders and (2) does not require cash payments, or have a maturity date occurring, prior to the date that is one hundred and eighty one (181) days after the Termination Date;

(i) arising under interest hedging or arising under a foreign exchange transaction for spot or forward delivery entered into in connection with protection against fluctuation in currency rates where that foreign exchange exposure arises in the ordinary course of trade or in respect of utilisations made in Optional Currencies, but not a foreign exchange transaction for investment or speculative purposes;

(j) of any company, business or undertaking acquired by a member of the Group after the date of this Agreement which is incurred under arrangements in existence at the date of acquisition, but not incurred or increased or having its maturity date extended in contemplation of, or since, that acquisition, and outstanding only for a period of three months following the date of acquisition;

(k) arising under any netting or set-off arrangement entered into by any member of the Group with a Lender or an Affiliate of a Lender or an Acceptable Bank in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group (including a Multi-account Overdraft) but only so long as (i) such arrangement does not permit credit balances of Obligors to be netted or set off against debit balances of members of the Group which are not Obligors and (ii) such arrangement does not give rise to other Security over the assets of Obligors in support of liabilities of members of the Group which are not Obligors except, in the case of (i) and (ii) above, to the extent such netting, set-off or Security relates to, or is granted in support of, a loan which is not prohibited under the Finance Documents;

(l) in respect of export credit agency financing in an aggregate principal amount not to exceed [***], provided that such Financial Indebtedness shall only be incurred by the Original Borrower and shall not be guaranteed by any person other than an Obligor and shall not be secured by any assets other than the Charged Property;

(m) under Finance Leases, provided that the aggregate capital value of all such items so financed or leased under outstanding leases by members of the Group does not exceed the greater of (x) $5,000,000 and (y) 20.0% of Four Quarter Consolidated EBITDA then outstanding, in each case determined at the time of incurrence thereof;

(n) any pension debt incurred in the ordinary course of business;

(o) arising as a consequence of making non-cash group contributions (Sw. *koncernbidrag*) provided that such Financial Indebtedness is immediately extinguished by way of making unconditional shareholders contributions;

(p) arising under any Sale/Leaseback Transaction permitted under paragraph (p) of the definition of "Permitted Disposal" in so far as it relates only to such related lease obligations (and no other types of Financial Indebtedness or financing);

(q) arising under any intercompany indebtedness between members of the Group (provided (i) that it constitutes a Permitted Investment and (ii) that it is unsecured or secured by Security that is junior to the Transaction Security) and any subordinated shareholder debt subordinated to the Sustainable Revolving Facility under the Intercreditor Agreement as Subordinated Liabilities (as defined in the Intercreditor Agreement) or otherwise on terms satisfactory to the Lenders or otherwise to the satisfaction of the Lenders;

(r) arising under a Permitted Transaction;

(s) incurred under Local Facilities in an aggregate principal amount not to exceed [***];

(t) arising under a bank guarantee, surety (*Bürgschaft*) or any other instrument issued by a bank or financial institution upon request of a member of the Group in order to comply with the requirement of section 8a of the German Act on Partial Retirement (*Altersteilzeitgesetz*) or of section 7e of the German Social Security Code Part IV (*Sozialgesetzbuch IV*);

(u) arising under any guarantee given in order to comply with the requirement of section 8a of the German Act on Partial Retirement (*Altersteilzeitgesetz*) or of section 7e of the German Social Security Code Part IV (*Sozialgesetzbuch IV*);

(v) in existence as at the 2023 Effective Date as detailed in Schedule 21 (*2023 Effective Date Financial Indebtedness*); or

(w) not permitted by the preceding paragraphs and the outstanding principal amount of which does not exceed the greater of (x) $10,000,000 and (y) 10.0% of Four Quarter Consolidated EBITDA then outstanding, in each case determined at the time of incurrence thereof in aggregate for the Group at any time; *provided that* such outstanding principal amount attributable to members of the Group which are not Obligors in aggregate at any time shall not exceed the greater of (A) $5,000,000 and (B) 5.0% of Four Quarter Consolidated EBITDA then outstanding,

provided that the aggregate amount of all Financial Indebtedness incurred under paragraphs (j) and (w) above by members of the Group that are not Obligors shall not exceed 10.0% of Four Quarter Consolidated EBITDA then outstanding.

"**Permitted Holding Company Activity**" means:

(a) in the case of the Company, rights, obligations and liabilities under New Company Injections;

(b) (x) in the case of the Company, its ownership of the Capital Stock in CEBA and (y) in the case of CEBA, its ownership of the Capital Stock of the Original Borrower;

(c) the entry into, and the performance of its obligations with respect to, the Finance Documents, the Term Loan B Credit Agreement (and any Loan Documents, any Specified Refinancing Debt, any New Term Facility, or any Refinancing Notes, in each case as defined therein), any Incremental Equivalent Debt, any documentation relating to the PIPE Financing, any documentation relating to any permitted refinancing of the foregoing or documentation relating to the Financial Indebtedness otherwise permitted by this Agreement and the Guarantees permitted by paragraph (d) below, provided that neither the Company nor CEBA may incur any Financial Indebtedness other than (i) with respect to the Company, under the PIPE Financing or New Company Injections and (ii) with respect to the Company and CEBA, under intra-Group loans (including, for the avoidance of doubt group contributions (Sw. *koncernbidrag*));

(d) the payment of dividends and distributions permitted by this Agreement (and other activities in lieu thereof permitted by this Agreement), the making of contributions to the capital of its direct Subsidiaries permitted hereunder and guarantees of Financial Indebtedness permitted to be incurred hereunder by the Group and guarantees of other obligations of the Group not constituting Financial Indebtedness, in each case to the extent such guarantees are otherwise permitted hereby;

(e) the maintenance of its legal existence (including the ability to incur fees, costs and expenses relating to such maintenance and performance of activities relating to its officers, directors, managers and employees and those of its Subsidiaries);

(f) the performing of activities in preparation for and consummating any public offering of common stock of the Company or any other issuance or sale of its Capital Stock (other than Disqualified Stock);

(g) the participation in tax, accounting and other administrative matters as a member of the consolidated group of the Company, CEBA and the Term Loan B Borrowers, including compliance with applicable laws and legal, tax and accounting matters related thereto, activities relating to its officers, directors, managers and employees and the making of group contributions (Sw. *koncernbidrag*);

(h) the holding of any cash and Cash Equivalent Investments (but not operating any property) solely for any purpose permitted by this definition;

(i) the providing of indemnification to officers, managers, directors and employees customarily provided by a holding company to its Subsidiaries;

(j) any obligations and liabilities of the Company relating to the long-term incentive program pertaining to the Group (the "**LTIP**"), including (without limitation) (1) the transfer of any warrant issued in, and held by, the Company from time to time ("**LTIP Warrants**") to any existing or contemplated new participant in the LTIP (whether directly or via any intermediary (an "**LTIP Intermediary**")) and (2) the performance by the Company of its rights and obligations under any contractual arrangement (including, without limitation, any ISDA agreement and trade confirmation) entered into between the Company and any LTIP Intermediary relating to the conversion of LTIP Warrants into, and delivery of, shares and/or American depositary shares in the Company;

(k) in the case of the Company, issuance of notes pursuant to the PIPE Financing; and

(l) any activities incidental to the foregoing.

"**Permitted Investment**s" means:

(a) any Investment in cash and Cash Equivalent Investments and Investments that were Cash Equivalent Investments when made;

(b) any Investment in any Borrower or any Obligor;

(c) [reserved];

(d) [reserved];

(e) any Investment in securities or other assets received in connection with, or otherwise consisting of, a Permitted Disposal;

(f) [reserved];

(g) loans, guarantees, promissory notes or advances to future, present or former officers, directors, members of management, employees, independent contractors and consultants of the Company or any of the Subsidiaries, taken together with all other Investments made pursuant to this paragraph (g) that are at outstanding at the time of such Investment, not to exceed 1.0% of Four Quarter Consolidated EBITDA;

(h) Investments in prepaid expenses, negotiable instruments held for collection and lease, utility and workers compensation, performance and similar deposits entered into as a result of the operations of the business in the ordinary course of business;

(i) any Investment (x) acquired by the Term Loan B Borrowers or any member of the Group (a) in exchange for any other Investment or accounts receivable held by the Term Loan B Borrowers or any such member of the Group in connection with or as a result of a bankruptcy, workout, reorganization or recapitalization of the Term Loan B Borrowers or any such member of the Group of such other Investment or accounts receivable, or (b) as a result of a foreclosure or other remedial action by the Term Loan B Borrowers or any member of the Group with respect to any Investment or other transfer of title with respect to any Investment in default and (y) received in compromise or resolution of (A) obligations of trade creditors or customers that were incurred in the ordinary course of business of the Term Loan B Borrowers or any member of the Group, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer, or (B) litigation, arbitration or other disputes;

(j) Swap Contracts and cash management services permitted under Clause 24.10 (*Financial Indebtedness*), including any payments in connection with the termination thereof;

(k) [reserved];

(l) additional Investments by the Borrowers or any of the Subsidiaries of the Company in an aggregate amount, taken together with all other Investments made pursuant to this paragraph (l) that are at the time outstanding, not to exceed 20.0% of Four Quarter Consolidated EBITDA; provided, however, that if any Investment pursuant to this paragraph (l) is made in any Person that is not a Guarantor at the date of the making of such Investment and such Person becomes a Guarantor after such date, such Investment shall thereafter be deemed to have been made pursuant to paragraph (b) of this definition and shall cease to have been made pursuant to this paragraph (l) for so long as such Person continues to be a Guarantor;

(m) any transaction to the extent it constitutes an Investment that is permitted and made in accordance with the provisions of Clause 24.25 (*Transactions with Affiliates*) (except transactions described in sub-paragraphs (i), (ii), (iii), (iv), (v), (vi), (vii), (viii), (ix), (x), (xii), (xiii), (xiv), (xv), (xxvii), (xxviii), (xxix) or (xxxi) of paragraph (b) of such Clause 24.25 (*Transactions with Affiliates*));

(n) Investments the payment for which consists of Equity Interests (other than Excluded Equity) of the Company or any direct or indirect parent of the Company, as applicable; provided, however, that such Equity Interests will not increase the amount available for Permitted Payment or otherwise be utilized pursuant to any other basket in this Agreement to the extent utilized pursuant to this paragraph (n);

(o) Investments (but not Dispositions) consisting of the leasing, licensing, sublicensing or contribution of intellectual property (other than Material Intellectual Property) in the ordinary course of business or pursuant to joint marketing arrangements with other persons;

(p) Investments (but not Dispositions) consisting of purchases or acquisitions of inventory, supplies, materials and equipment or purchases, acquisitions, licenses, sublicenses or leases or subleases of intellectual property, or other rights or assets, in each case in the ordinary course of business; provided that any such Investment consisting of an exclusive licensing of Material Intellectual Property pursuant to this paragraph (p) must be made in a jurisdiction that (i) is not located in Europe or North America and (ii) is not a jurisdiction in which the Group conducts business as of the 2023 Effective Date;

(q) [reserved];

(r) Investments of a Subsidiary acquired after the 2023 Effective Date or of an entity merged into or amalgamated or consolidated with a Subsidiary in a transaction that is not prohibited by Clause 24.24 (*Fundamental Changes*) after the 2023 Effective Date to the extent that such Investments were not made in contemplation of such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation;

(s) to the extent constituting an Investment, Financial Indebtedness incurred under paragraph (k) of the definition of "Permitted Financial Indebtedness";

(t) guarantees of Financial Indebtedness permitted to be incurred under Clause 24.10 (*Financial Indebtedness*) and obligations relating to such Financial Indebtedness and guarantees (other than guarantees of Financial Indebtedness) in the ordinary course of business, in each case, other than in respect of Financial Indebtedness or obligations of Subsidiaries that are not Obligors;

(u) advances, loans or extensions of trade credit and other vendor financing in the ordinary course of business by the Term Loan B Borrowers or any of the members of the Group;

(v) Investments consisting of purchases and acquisitions of assets or services in the ordinary course of business;

(w) Investments in the ordinary course of business consisting of Uniform Commercial Code Article 3 endorsements for collection or deposit and Uniform Commercial Code Article 4 customary trade arrangements with customers;

(x) [reserved];

(y) Investments in Financial Indebtedness of the Company or any of its Subsidiaries that are Obligors; provided that (i) an Investment in Junior Financing will be treated as a repayment thereof for the purposes of compliance with Clause 24.19 (*Junior Debt*) and

such Investment will be permitted only to the extent a repayment of such Junior Financing is permitted under such clause and (ii) this paragraph shall not permit purchases of the PIPE Financing;

(z) any Investment in order to comply with the requirement of section 7f of the German Social Security Code Part IV (Sozialgesetzbuch IV) or section 4 of the German Act for the Improvement of Occupational Pension Schemes (Gesetz zur Verbesserung der betrieblichen Altersversorgung);

(aa) accounts receivable, security deposits and prepayments and other credits granted or made in the ordinary course of business and any Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors and others, including in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with or judgments against, such account debtors and others, in each case in the ordinary course of business;

(bb) Investments acquired as a result of a foreclosure by the Term Loan B Borrowers or any Subsidiary of the Company with respect to any secured Investments or other transfer of title with respect to any secured Investment in default;

(cc) Investments resulting from pledges and deposits that are Security permitted hereunder;

(dd) acquisitions of obligations of one or more officers or other employees of any direct or indirect parent of the Term Loan B Borrowers or any Subsidiary of the Company in connection with such officer's or employee's acquisition of Equity Interests of any direct or indirect parent of the Borrowers, so long as no cash is actually advanced by the Borrowers or any Subsidiary to such officers or employees in connection with the acquisition of any such obligations;

(ee) Guarantees of operating leases (for the avoidance of doubt, excluding Capitalized Lease Obligations) or of other obligations that do not constitute Financial Indebtedness, in each case, entered into by the Term Loan B Borrowers or any Subsidiary of the Company in the ordinary course of business;

(ff) [reserved];

(gg) [reserved];

(hh) [reserved];

(ii) Investments made in the ordinary course of business in connection with obtaining, maintaining or renewing client and customer contracts and loans or advances made to, and guarantees with respect to obligations of, distributors, suppliers, licensors and licensees in the ordinary course of business;

(jj) [reserved];

(kk) Guarantee obligations of the Company or any Subsidiary in respect of letters of support, guarantees or similar obligations issued, made or incurred for the benefit of any Subsidiary of the Company to the extent required by law or in connection with any statutory filing or the delivery of audit opinions performed in applicable jurisdictions;

(ll) Investments of members of the Group existing on the 2023 Effective Date and set forth in Schedule 22 (*2023 Effective Date Investments*) or any Investment that replaces, refinances, refunds, renews or extends any Investment set forth on Schedule 22 (*2023 Effective Date Investments*); provided that any such Investment is in an amount that does not exceed the amount replaced, refinanced, refunded, renewed or extended,

except as contemplated pursuant to the terms of such Investment in existence on the 2023 Effective Date or as otherwise permitted under this definition;

(mm) any Investment made into Oatly Hong Kong Holding Limited, Oatly Shanghai Co Ltd and/or Oatly Hainan Trading Co Ltd, provided that (i) the aggregate amount of Investments made pursuant to this paragraph (mm) during the period beginning on 1 January 2024 and ending on 31 December 2024 shall not exceed an aggregate amount, together with the aggregate amount funded under any Local Facility incurred after the 2023 Effective Date from time to time, of [***], and (ii) the aggregate amount of Investments made pursuant to this paragraph (mm) in any calendar year, commencing with the calendar year beginning 1 January 2025, shall not exceed [***] per calendar year;

(nn) any acquisition agreed to by the Agent (acting on behalf of the Majority Lenders);

(oo) the incorporation of a limited liability company or the purchase of shares in an off-the-shelf limited liability company (by the Company or any Subsidiary of the Company) which becomes a member of the Group; and

(pp) provided that the Four Quarter Consolidated EBITDA is greater than zero and no Event of Default exists or would result from such acquisition, any acquisition or acquisitions by the Company or any Subsidiary of the Company of a company or a business or undertaking engaged in a business substantially the same as, or complementary to, that carried on by the Company or the Group if, as a result of, or following, such acquisition (a) such person is or becomes a Subsidiary of the Company or (b) such person, in one transaction or a series of related transactions, is merged, consolidated or amalgamated with or into, or transfers or conveys all or substantially all of its assets to, or is liquidated into, the Company or any Subsidiary of the Company, provided that:

(i) the Total Net Leverage Ratio, on a Pro Forma Basis, calculated by reference to the Total Net Leverage Ratio as at the most recent Quarter Date for which Financial Statements have been delivered pursuant to the terms of this Agreement, determined by reference to such Financial Statements, is equal to or less than 3.50:1; or

(ii) (1) the Liquidity of the Company and its Subsidiaries is equal to or greater than $175,000,000 on a Pro Forma Basis and (2) such Investment shall be funded by cash equity contributions to the Company from its shareholders (other than proceeds of the PIPE Financing or Excluded Equity),

provided further that the aggregate amount of such Investments in (x) persons that do not become Obligors and (y) assets that are not owned by Obligors shall not exceed in aggregate 7.5% of Four Quarter Consolidated EBITDA.

"**Permitted Payment**" means:

(a) any payment consented to by the Agent (acting on behalf of the Majority Lenders);

(b) the payment of any dividend, return on capital, repayment of capital contributions or other distribution or payment in respect of share capital or partnership interest by the Company to a shareholder of the Company, provided that (i) the Total Net Leverage Ratio on a Pro Forma Basis, both immediately before and immediately after the making of the payment (calculated as if the Relevant Period ended on such date), is equal to or less than 3.50:1 and (ii) such payment is made when no Event of Default is continuing or would occur immediately after the making of the payment;

(c) the payment of any dividend, return on capital, repayment of capital contributions or other distribution or payment in respect of share capital or by way of loan or repayment

of interest or principal by the Company to a shareholder of the Company to reimburse such shareholder for any:

(i) fees for management and administrative services (excluding treasury services but including directors' fees, professional fees and regulatory costs) provided to members of the Group of a type customarily provided by a shareholder to its Subsidiaries in an aggregate amount not exceeding $20,000,000 in any Financial Year of the Company;

(ii) amounts incurred employing employees whose services are required for the operations of the Group in an aggregate amount not exceeding $200,000 in any Financial Year of the Company; and

(iii) Tax, where the liability is incurred in the ordinary course of activities of the relevant shareholder,

provided that such payment is made when no Event of Default is continuing or would occur immediately after the making of the payment; and

(d) any payment made by the Company to enable an Obligor to make payments of any fees, interest, principal or other charges due to the Finance Parties under any Finance Document and any payment of interest and/or principal made by the Company to an Obligor under any intra-Group loan.

"**Permitted Security**" means:

(a) the Transaction Security;

(b) any Security created with the prior written consent of the Agent (acting on behalf of the Majority Lenders);

(c) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group;

(d) any netting or set-off arrangement entered into by any member of the Group with a Lender or an Affiliate of a Lender or an Acceptable Bank in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group (including a Multi-account Overdraft) but only so long as (i) such arrangement does not permit credit balances of Obligors to be netted or set off against debit balances of members of the Group which are not Obligors and (ii) such arrangement does not give rise to other Security over the assets of Obligors in support of liabilities of members of the Group which are not Obligors except, in the case of (i) and (ii) above, to the extent such netting, set-off or Security relates to, or is granted in support of, a loan which is not prohibited under the Finance Documents;

(e) any payment or close out netting or set-off arrangement pursuant to any Treasury Transaction or foreign exchange transaction entered into by a member of the Group which constitutes Permitted Financial Indebtedness, excluding any Security or Quasi-Security under a credit support arrangement;

(f) any Security or Quasi-Security over or affecting any asset acquired by, or any asset of any company which becomes a member of the Group after the date of this Agreement, where the Security or Quasi-Security is created prior to the date on which that company becomes a member of the Group if:

(i) the Security or Quasi-Security was not created in contemplation of the acquisition of that asset or company;

(ii) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset or company; and

(iii) the Security or Quasi-Security is removed or discharged within three months of that company becoming a member of the Group;

(g) any Security or Quasi-Security arising under any retention of title (including any extended retention of title (*verlängerter Eigentumsvorbehalt*)), hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group;

(h) any Quasi-Security arising as a result of a disposal which is a Permitted Disposal (including, without limitation, pursuant to paragraph (o)(ii) of the definition of "Permitted Disposal");

(i) any Security or Quasi-Security over accounts receivable, inventory and products and proceeds thereof (together with (i) any related deposit accounts and securities accounts and cash, securities and other financial assets credited thereto, (ii) payment intangibles, chattel paper, letter-of-credit rights, supporting obligations and general intangibles, in each case related thereto, and (iii) proceeds of any of the foregoing);

(j) any Security or Quasi-Security arising as a consequence of any Finance Lease (as applicable) permitted pursuant to paragraph (m) of the definition of "Permitted Financial Indebtedness" provided that such Security or Quasi-Security is over the asset to which the Finance Lease relates;

(k) any Security or Quasi-Security over goods and documents of title to goods arising in the ordinary course of letter of credit transactions under an Ancillary Facility;

(l) any Security or Quasi-Security over rental deposits arising in the ordinary course of trading in respect of any property leased or licensed by a member of the Group, provided that the deposit does not exceed 12 months' rent for the relevant property;

(m) any Security or Quasi-Security over bank accounts held with Acceptable Banks granted as part of that Acceptable Bank's standard terms and conditions;

(n) any Security or Quasi-Security arising as a result of legal proceedings being contested in good faith and which is discharged within 30 days of such Security or Quasi-Security first arising;

(o) any Security or Quasi-Security arising by operation of law in respect of Taxes being contested in good faith;

(p) any Security or Quasi-Security in respect of Financial Indebtedness under export credit agency backed loans permitted pursuant to paragraph (l) of the definition of "Permitted Financial Indebtedness" provided that such Financial Indebtedness shall not be secured by any Security other than Transaction Security and the relevant creditors (or creditor representative on their behalf) accedes to the Intercreditor Agreement as a "Pari Passu Creditor" for the purposes of and as defined in the Intercreditor Agreement;

(q) any Security or Quasi-Security arising under the general terms and conditions (*Allgemeine Geschäftsbedingungen*) of savings banks (*Sparkassen*) and other financial institutions or similar general terms and conditions of banks and financial institutions with whom any member of the Group maintains a banking relationship in the ordinary course of business;

(r) any Security or Quasi-Security required to be granted under mandatory law in favour of creditors as a consequence of a merger or a conversion permitted under this Agreement (including but not limited to in accordance with sections 22, 204 of German Transformation Act (*Umwandlungsgesetz*));

(s) any Security or Quasi-Security arising by operation of law under a lease in favour of the relevant third party landlord (including but not limited to any landlord's pledge (*Vermieterpfandrecht*));

(t) any Security or Quasi-Security given in order to comply with the requirements of section 8a of the German Act on Partial Retirement (*Altersteilzeitgesetz*) or of section 7e of the German Social Security Code Part IV (*Sozialgesetzbuch IV*);

(u) any Security or Quasi-Security granted by members of the Group organized in PRC that are not Obligors in respect of Local Facilities; and

(v) any Security (save in respect of Security or Quasi-Security over (i) Material Intellectual Property or shares in any member of the Group unless otherwise offered to the Lenders and/or (ii) any Charged Property) not permitted by the preceding paragraphs securing indebtedness the outstanding principal amount of which (when aggregated with the outstanding principal amount of any other indebtedness which has the benefit of Security given by any member of the Group other than any permitted under paragraphs (a) to (u) above) does not exceed the higher of $10,000,000 and 10% of Four Quarter Consolidated EBITDA, provided that if such Security encumber any of the Charged Property, such Security shall be security ranking junior in priority to the Transaction Security.

"**Permitted Transaction**" means:

(a) subject to Clause 37.2 (*All Lender Matters*) any transaction consented to by the Agent (acting on behalf of the Majority Lenders);

(b) any disposal required, Financial Indebtedness incurred, guarantee, indemnity or Security or Quasi-Security given, or other transaction arising, under the Finance Documents; and

(c) any transaction permitted by Clause 24.24 (*Fundamental Changes*).

"**Peterborough Facility**" means the production facility of the Group located in Peterborough, United Kingdom.

"**Peterborough Facility Assets**" has the meaning given to it in paragraph (s) of the definition of "Permitted Disposal".

"**PIPE Financing**" means:

(a) the Company's 9.25% Convertible Senior PIK Notes due 2028, issued on 23 March 2023 pursuant to that certain Investment Agreement dated as of 14 March 2023 by and among the Company and certain purchasers thereof;

(b) the Company's 9.25% Convertible Senior PIK Notes due 2028, issued on 18 April 2023 pursuant to that certain Subscription Agreement dated as of 14 March 2023 by and among the Company and certain purchasers thereof; and

(c) the Company's 9.25% Convertible Senior PIK Notes due 2028, issued pursuant to that certain Investment Agreement dated as of 9 May 2023 by and among the Company and a certain purchaser thereof,

up to an aggregate outstanding principal amount as of any date not to exceed $335,000,000 plus any capitalized or "paid-in-kind" interest accruing thereon, each of which shall be a Subordinated Financing and the net proceeds of each of which shall be contributed to CEBA which shall in turn contribute such proceeds to the Original Borrower.

"**PRC**" means the People's Republic of China (excluding, for the avoidance of doubt, the Hong Kong Special Administrative Region of the People's Republic of China).

"**Preferred Stock**" means any Equity Interest with preferential right of payment of dividends or upon liquidation, dissolution or winding up.

"**Primary Term Rate**" means the rate specified as such in the applicable Reference Rate Terms.

"**Pro Forma Adjustment**" has the meaning given to that term in paragraph (b) of Clause 23.3 (*Financial testing*).

"**Pro Forma Basis**," mean, with respect to the calculation of any test, financial ratio, basket or covenant under this Agreement, as of any date, that pro forma effect will be given to the incurrence of the Sustainable Facilities, the Term Loan B Facility and the PIPE Financing and, any acquisition, merger, amalgamation, consolidation, Investment, any issuance, incurrence, assumption or repayment or redemption of Financial Indebtedness (including Financial Indebtedness issued, incurred or assumed or repaid or redeemed as a result of, or to finance, any relevant transaction and for which any such test, financial ratio, basket or covenant is being calculated), any issuance or redemption of Preferred Stock or Disqualified Stock, all sales, transfers and other dispositions or discontinuance of any member of the Group, line of business, division, segment or operating unit or any operational change (including the entry into any material contract or arrangement) and (subject to paragraph (n)(ii) of Clause 1.2 (*Construction*)) the receipt or depletion of Unrestricted Cash in connection with any of the foregoing, in each case that have occurred during the four consecutive Financial Quarter period of such person being used to calculate such test, financial ratio, basket or covenant (the "**Reference Period**"), or (except for purposes of the financial covenants set forth in Clause 23.2 (*Financial condition*)) subsequent to the end of the Reference Period but prior to such date or prior to or substantially simultaneously with the event for which a determination under this definition is made (including any such event occurring at a person who became a Subsidiary of the subject person or was merged, amalgamated or consolidated with or into the subject person or any other Subsidiary of the subject person after the commencement of the Reference Period) (including with respect to any proposed Investment or acquisition of the subject person for which financing is or is sought to be obtained, the Investment or acquisition for which a determination under this definition is made may occur after the date upon which the relevant determination or calculation is made), in each case, as if each such event occurred on the first day of the Reference Period, provided that (i) no amount shall be added back pursuant to this definition to the extent duplicative of amounts that are otherwise included in computing EBITDA for such Reference Period and (ii) for the avoidance of doubt, Pro Forma Adjustments permitted under paragraph (b) of Clause 23.3 (*Financial testing*) shall be subject to the cap thereon specified in such Clause.

For purposes of making any computation referred to above:

(a) if any Financial Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest on such Financial Indebtedness shall be calculated as if the rate in effect on the date for which a determination under this definition is made had been the applicable rate for the entire period (taking into account any Swap Contracts applicable to such Financial Indebtedness if such Swap Contracts have a remaining term in excess of 12 months);

(b) interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting officer, in his or her capacity as such and not in his or her personal capacity, of the Original Borrower to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with IFRS;

(c) interest on Financial Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, shall be deemed to have been based upon the rate actually chosen, or, if otherwise specified in the relevant agreement, the rate then in effect or, if none, then based upon such optional rate chosen as the Original Borrower may designate; and

(d) interest on any Financial Indebtedness under a revolving credit facility or a factoring transaction computed on a pro forma basis shall be computed based upon the average daily balance of such Financial Indebtedness during the applicable period.

"**Published Rate Replacement Event**" has the meaning given to that term in Clause 37.4 (*Changes to reference rates*).

"**Published Rate**" has the meaning given to that term in Clause 37.4 (*Changes to reference rates*).

"**Protected Party**" has the meaning given to that term in Clause 15.1 (*Definitions*).

"**Quarter Date**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Quotation Day**" means the day specified as such in the applicable Reference Rate Terms.

"**Quotation Time**" means the relevant time (if any) specified as such in the applicable Reference Rate Terms.

"**Quoted Tenor**" means in relation to a Primary Term Rate or an Alternative Term Rate, any period for which that rate is customarily displayed on the relevant page or screen of an information service.

"**Realised Value**" means the respective value realised for each Sustainability Indicator for the relevant financial year of the Company, as reported on in the Annual Report and as set out in the relevant Sustainability Compliance Certificate for that financial year.

"**Receiver**" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"**Reference Rate Supplement**" means, in relation to any currency, a document which:

(a) is agreed in writing by the Company, the Agent (in its own capacity) and the Agent (acting on the instructions of the Majority Lenders);

(b) specifies for that currency the relevant terms which are expressed in this Agreement to be determined by reference to Reference Rate Terms;

(c) specifies whether that currency is a Compounded Rate Currency or a Term Rate Currency; and

(d) has been made available to the Company and each Finance Party.

"**Reference Rate Terms**" means, in relation to:

(a) a currency;

(b) a Loan or an Unpaid Sum in that currency;

(c) an Interest Period for that Loan or Unpaid Sum (or other period for the accrual of commission or fees in a currency); or

(d) any term of this Agreement relating to the determination of a rate of interest in relation to such a Loan or Unpaid Sum,

the terms set out for that currency, and (where such terms are set out for different categories of Loan, Unpaid Sum or accrual of commission or fees in that currency) for the category of that Loan, Unpaid Sum or accrual, in Schedule 12 (*Reference Rate Terms*) or in any Reference Rate Supplement.

"**Related Fund**" in relation to a fund (the "**first fund**"), means a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund.

"**Relevant Jurisdiction**" means, in relation to an Obligor:

(a) its Original Jurisdiction;

(b) any jurisdiction where any asset subject to or intended to be subject to the Transaction Security to be created by it is situated;

(c) any jurisdiction which governs a Finance Document to which that Obligor is a party; and

(d) any jurisdiction where it conducts its business.

"**Relevant Market**" means, the market specified as such in the applicable Reference Rate Terms.

"**Relevant Nominating Body**" has the meaning given to that term in Clause 37.4 (*Changes to reference rates*).

"**Relevant Obligations**" has the meaning given to that term in paragraph (c)(ii) of Clause 26.7 (*Procedure for Assignment*).

"**Relevant Period**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Repeating Representations**" means each of the representations set out in Clauses 21.1 (*Status*) to 21.6 (*Governing Law and Enforcement*), Clause 21.8 (*No Default*), paragraph (c) of Clause 21.9 (*Financial Statements*), Clause 21.10 (*Pari Passu Ranking*), Clause 21.14 (*Anti-corruption law*), Clause 21.15 (*Sanctions*), Clause 21.18 (*Legal and beneficial ownership*), Clause 21.19 (*Shares*), Clause 21.26 (*U.S. Governmental Regulation*) and Clause 21.27 (*Investment Company Act*).

"**Replacement Lender**" has the meaning given to that term in Clause 37.8 (*Replacement of a Defaulting Lender*).

"**Replacement Reference Rate**" has the meaning given to that term in Clause 37.4 (*Changes to reference rates*).

"**Reporting Day**" means the day (if any) specified as such in the applicable Reference Rate Terms.

"**Reporting Time**" means the relevant time (if any) specified as such in the applicable Reference Rate Terms.

"**Representative**" means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

"**Resignation Letter**" means a letter substantially in the form set out in Schedule 8 (*Form of Resignation Letter*).

"**Restricted Party**" means a person, or a person owned or controlled (directly or indirectly) by a person, that is:

(a) listed on any Sanctions List;

(b) located in or organised under the laws of a country or territory which is a subject of country-wide or territory-wide Sanctions or whose government is the subject of country or territory wide Sanctions (including, without limitation, at the 2023 Effective Date, the so-called Donetsk People's Republic or so-called Luhansk People's Republic and Crimea region of Ukraine, Cuba, Iran, North Korea and Syria); or

(c) acting on behalf of any of the persons listed under paragraphs (a) or (b) above.

"**Restructuring Costs**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**RFR**" means the rate specified as such in the applicable Reference Rate Terms.

"**RFR Banking Day**" means any day specified as such in the applicable Reference Rate Terms.

"**Rollover Loan**" means one or more Loans under the same Sustainable Facility:

(a) made or to be made on the same day that a maturing Loan is due to be repaid;

(b) the aggregate amount of which is equal to or less than the amount of the maturing Loan;

(c) in the same currency as the maturing Loan (unless arising as a result of the operation of Clause 6.2 (*Unavailability of a Currency*)); and

(d) made or to be made to the same Borrower for the purpose of refinancing that maturing Loan.

"**Sale/Leaseback Transaction**" means an arrangement relating to property now owned or hereafter acquired by the Group whereby the member of the Group transfers such property to a person and the members of the Group leases it from such person, other than leases between the Company, any of the Term Loan B Borrowers and a Subsidiary or between Subsidiaries.

"**Sanctions**" means any trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced from time to time by a Sanctions Authority.

"**Sanctions Authority**" means:

(a) the Security Council of the United Nations;

(b) The U.S.;

(c) the European Union (including all of its member states, including the Netherlands and Sweden);

(d) the United Kingdom;

(e) any country in which a member of the Group is incorporated or in, from or to which it conducts its business; and

(f) the governments and official institutions or agencies of any of paragraphs (a) through (e) above, including OFAC, the Council of the European Union, the United States Department of State and His Majesty's Treasury.

"**Sanctions List**" means any list of specifically designated persons or entities (or equivalent) maintained by, or public announcement of Sanctions designation made by a Sanctions Authority, each as amended, supplemented or substituted from time to time.

"**Secured Party**" means each Finance Party from time to time party to this Agreement and any Receiver or Delegate.

"**Securities Account**" has the meaning given to it in the UCC.

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

"**Singapore Facility**" means the production facility located in Senoko, Singapore and operated by Oatly Singapore Operations & Supply Pte Ltd (reg. no. 201931793R).

"**Singapore Facility Assets**" has the meaning given to it in paragraph (t) of the definition of "Permitted Disposal".

"**Specified Time**" means a day or time determined in accordance with Schedule 10 (*Timetables*).

"**Subordinated Financing**" means, collectively, any funds provided to the Company pursuant to any security, instrument or agreement, other than common stock, and the net proceeds of which are contributed by the Company to CEBA and by CEBA to the Original Borrower, and that pursuant to its terms:

(a) does not (including upon the happening of any event (other than customary prepayment or redemption events upon the occurrence of a fundamental change)) mature or require any amortization prior to the date falling six months after the Termination Date applicable to the Sustainable Revolving Facility (other than through conversion or exchange of any such security or instrument for common stock);

(b) does not (including upon the happening of any event (other than customary prepayment or redemption events upon the occurrence of a fundamental change)) require the payment in cash or otherwise, of interest prior to the date falling six months after the Termination Date applicable to the Sustainable Revolving Facility (provided that interest may accrete while such Subordinated Financing is outstanding and accretion interest may become due upon maturity as permitted by paragraph (a) above or acceleration of maturity and any interest may be satisfied at any time by the issue to the holders thereof of additional Subordinated Financing);

(c) is not secured by Security or any assets of the Company or a Subsidiary and is not guaranteed by any Subsidiary of the Company;

(d) is contractually subordinated and junior in right of payment to the prior payment in full in cash of all obligations (including principal, interest, premium (if any) and additional amounts (if any)) of the Company and the Obligors under the Sustainable Revolving Facility, in each case pursuant to the Intercreditor Agreement; and

(e) is not (including upon the happening of any event) mandatorily convertible or exchangeable, or convertible or exchangeable at the option of the holder, in whole or in part, prior to the date on which the Sustainable Revolving Facility matures other than into or for common stock of the Company.

"**Subordinated Indebtedness**" means (a) with respect to the Borrowers, any Financial Indebtedness of such Borrower which is by its terms expressly subordinated in right of payment to the Sustainable Facilities, and (b) with respect to any Guarantor, any Financial Indebtedness of such Guarantor which is by its terms expressly subordinated in right of payment to its guarantee of the Sustainable Facilities, including any Financial Indebtedness arising under any New Company Injection pursuant to paragraph (b) of the definition thereof.

"**Subsidiary**" means in relation to any person, any entity which is controlled directly or indirectly by that person and any entity (whether or not so controlled) treated as a subsidiary in the latest financial statements of that person from time to time, and "control" for this purpose means the direct or indirect ownership of the majority of the voting shares of such entity or the right or ability to direct management to comply with the type of material restrictions and obligations contemplated in this Agreement or to determine the composition of a majority of the board of directors (or like board) of such entity, in each case whether by virtue of ownership of share capital, contract or otherwise.

"**Substitute Affiliate Lender**" has the meaning given to that term in Clause 5.5 (*Lender Affiliates and Facility Office*).

"**Substitute Facility Office**" has the meaning given to that term in Clause 5.5 (*Lender Affiliates and Facility Office*).

"**Sustainability Compliance Certificate**" means a certificate substantially in the form set out in Schedule 18 (*Form of Sustainability Compliance Certificate*), to be delivered to the Agent by the Company pursuant to Clause 22.3 (*Sustainability Compliance Certificate*).

"**Sustainability Effective Date**" means, in respect of any financial year of the Company, the third Business Day immediately following the date of receipt by the Agent of a Sustainability Compliance Certificate.

"**Sustainability Indicator**" means each sustainability indicator as specified in the column under the heading "Sustainability Indicator" as set out in Schedule 17 (*Sustainability Indicators*) and as reported on in the Annual Report.

"**Sustainability Report**" has the meaning given to that term in Clause 22.3 (*Sustainability Compliance Certificate*).

"**Sustainable Facility**" means the Sustainable Revolving Facility or any Sustainable Incremental Facility.

"**Sustainable Incremental Facility**" means a revolving credit facility which may be established and made available under this Agreement as described in Clause 8 (*Establishment of Sustainable Incremental Facilities*) and is specified in the relevant Sustainable Incremental Facility Notice, all or any part of which may be designated as Ancillary Facilities in accordance with Clause 7 (*Ancillary Facilities*).

"**Sustainable Incremental Facility Commitment**" means:

(a) in relation to a Lender which is a Sustainable Incremental Facility Lender, the amount in the Base Currency set opposite its name under the heading "Sustainable Incremental Facility Commitment" in the relevant Sustainable Incremental Facility Notice and the amount of any other Sustainable Incremental Facility Commitment relating to the relevant Sustainable Incremental Facility transferred to it under this Agreement or assumed by it in accordance with Clause 2.3 (*Increase*); and

(b) in relation to a Sustainable Incremental Facility and any other Lender, the amount in the Base Currency of any Sustainable Incremental Facility Commitment relating to that

Sustainable Incremental Facility transferred to it under this Agreement or assumed by it in accordance with Clause 2.3 (*Increase*),

to the extent not cancelled, reduced or transferred by it under this Agreement.

"**Sustainable Incremental Facility Conditions Precedent**" means, in relation to a Sustainable Incremental Facility any document and other evidence specified as such in the relevant Sustainable Incremental Facility Notice.

"**Sustainable Incremental Facility Lender**" means, in relation to a Sustainable Incremental Facility, any entity which is listed as such in the relevant Sustainable Incremental Facility Notice.

"**Sustainable Incremental Facility Lender Certificate**" means a document substantially in the form set out in Schedule 16 (*Form of Sustainable Incremental Facility Lender Certificate*).

"**Sustainable Incremental Facility Loan**" means a loan made or to be made under a Sustainable Incremental Facility or the principal amount outstanding for the time being of that loan.

"**Sustainable Incremental Facility Majority Lenders**" means, in relation to a Sustainable Incremental Facility, a Lender or Lenders whose Sustainable Incremental Facility Commitments relating to that Sustainable Incremental Facility aggregate more than 66⅔ per cent. of the Total Sustainable Incremental Facility Commitments relating to that Sustainable Incremental Facility (or, if those Total Sustainable Incremental Facility Commitments have been reduced to zero, aggregated more than 66⅔ per cent. of those Total Sustainable Incremental Facility Commitments immediately prior to that reduction).

"**Sustainable Incremental Facility Notice**" means a notice substantially in the form set out in Schedule 15 (*Form of Sustainable Incremental Facility Notice*).

"**Sustainable Incremental Facility Terms**" means, in relation to a Sustainable Incremental Facility:

(a) the currency;

(b) the Total Sustainable Incremental Facility Commitments;

(c) the Margin;

(d) the level of commitment fee payable pursuant to Clause 14.1 (*Commitment fee*) in respect of that Sustainable Incremental Facility;

(e) the Borrower(s) to which that Sustainable Incremental Facility is to be made available;

(f) the purpose(s) for which all amounts borrowed under that Sustainable Incremental Facility shall be applied pursuant to Clause 3.1 (*Purpose*);

(g) the Availability Period;

(h) any Sustainable Incremental Facility Conditions Precedent; and

(i) the Termination Date,

each as specified in the Sustainable Incremental Facility Notice relating to that Sustainable Incremental Facility.

"**Sustainable Facility Commitment**" means a Sustainable Revolving Facility Commitment and any Sustainable Incremental Facility Commitments under a Sustainable Incremental Facility.

"**Sustainable Revolving Facility**" means the revolving loan facility made available under this Agreement as described in Clause 2 (*The Facility*).

"**Sustainable Revolving Facility Commitment**" means:

(a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Commitment" in Part 2 of Schedule 1 (*The Original Lenders*) and the amount of any other Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.3 (*Increase*); and

(b) in relation to any other Lender, the amount in the Base Currency of any Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.3 (*Increase*),

to the extent not cancelled, reduced or transferred by it under this Agreement.

"**Sustainable Revolving Facility Loan**" means a loan made or to be made under the Sustainable Revolving Facility or the principal amount outstanding for the time being of that loan.

"**Swap**" has the meaning given to that term in section 1a(47) of the Commodity Exchange Act.

"**Swap Contract**" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement, including any obligations or liabilities under any such master agreement.

"**Swap Obligation**" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a Swap.

"**T2**" means the real time gross settlement system operated by the Eurosystem, or any successor system.

"**Tangible Assets**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Tangible Solvency Ratio**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Target Value**" means, in relation to each Sustainability Indicator, the target value set out opposite that Sustainability Indicator under the heading "Target Values" for each relevant financial year of the Company as set out in Schedule 17 (*Sustainability Indicators*).

"**TARGET Day**" means any day on which T2 is open for the settlement of payments in euro.

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"**Term Loan**" has the meaning given to that term in the Term Loan B Credit Agreement (in its form as at the 2023 Effective Date).

"**Term Loan B Borrowers**" means the Original Borrower and Oatly Inc.

"**Term Loan B Credit Agreement**" means the credit agreement dated on or about the 2023 Effective Date entered into between, among others, the Company as Parent, CEBA as Holdings, the Original Borrower as Swedish Borrower, Oatly Inc. as U.S. Borrower and J.P. Morgan SE as Sole and Exclusive Lead Arranger, Sole and Exclusive Physical Bookrunner and Administrative Agent and Wilmington Trust (London) Limited as Security Agent (each defined term as defined therein).

"**Term Loan B Facility**" has the meaning given to the term "Initial Term Facility" in the Term Loan B Credit Agreement (in its form as at the 2023 Effective Date).

"**Termination Date**" means:

(a) in relation to the Sustainable Revolving Facility, subject to Clause 9.2 (*Extension Option*), the date falling three (3) years and six (6) Months after the 2023 Effective Date; and

(b) in relation to a Sustainable Incremental Facility, subject to Clause 9.2 (*Extension Option*), the date specified as such in the Sustainable Incremental Facility Notice relating to that Sustainable Incremental Facility.

"**Term Rate Currency**" means:

(a) euro and SEK; and

(b) any currency specified as such in a Reference Rate Supplement relating to that currency,

to the extent, in any case, not specified otherwise in a subsequent Reference Rate Supplement.

"**Term Rate Loan**" means any Loan or, if applicable, Unpaid Sum in a Term Rate Currency to the extent that it is not, or has not become a "Compounded Rate Loan" for its then current Interest Period pursuant to Clause 13.1 (*Interest calculation if no Primary Term Rate*).

"**Term Reference Rate**" means, in relation to a Term Rate Loan:

(a) the applicable Primary Term Rate as of the Quotation Time for a period equal in length to the Interest Period of that Loan; or

(b) as otherwise determined pursuant to Clause 13.1 (*Interest calculation if no Primary Term Rate*),

and if, in either case, that rate is less than zero, the Term Reference Rate shall be deemed to be zero.

"**Total Assets**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Total Commitments**" means the aggregate of the Aggregate Total Sustainable Incremental Facility Commitments and the Total Sustainable Revolving Facility Commitments, being SEK 2,100,000,000 at the 2023 Effective Date.

"**Total Liabilities**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Total Net Debt**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Total Net Leverage Ratio**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**Total Sustainable Incremental Facility Commitments**" means, in relation to a Sustainable Incremental Facility, the aggregate of the Sustainable Incremental Facility Commitments relating to that Sustainable Incremental Facility.

"**Total Sustainable Revolving Facility Commitments**" means the aggregate of the Sustainable Revolving Facility Commitments being SEK 2,100,000,000 at the 2023 Effective Date.

"**Trade Instruments**" means any performance bonds, advance payment bonds or documentary letters of credit issued in respect of the obligations of any member of the Group arising in the ordinary course of trading of that member of the Group.

"**Transaction Costs**" means all fees, costs and expenses incurred in connection with:

(a) the Term Loan B Borrowers obtaining the Facilities under and as defined in the Term Loan B Credit Agreement;

(b) the Original Borrower obtaining the Sustainable Facilities;

(c) the Company issuing the PIPE Financing; and

(d) the Finance Documents, the Loan Documents (as defined in the TLB Credit Agreement) and the agreements and documents governing the PIPE Financing.

"**Transaction Security**" means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents.

"**Transaction Security Documents**" means each of the documents listed as being Transaction Security Documents in Schedule 2 (*Conditions Precedent*), Schedule 3 (*Conditions Precedent to the Effective Date*) of the 2023 Amendment and Restatement Agreement together with any other document entered into by any Obligor or any other security provider creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

"**Transfer Certificate**" means a certificate substantially in the form set out in Schedule 5 (*Form of Transfer Certificate*) or any other form agreed between the Agent and the Original Borrower.

"**Transfer Date**" means, in relation to an assignment or a transfer, the later of:

(a) the proposed Transfer Date specified in the relevant Assignment Agreement or Transfer Certificate; and

(b) the date on which the Agent executes the relevant Assignment Agreement or Transfer Certificate.

"**Treasury Transactions**" means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price.

"**Unannualised Cumulative Compounded Daily Rate**" has the meaning given to that term in Schedule 13 (*Daily Non-Cumulative Compounded RFR Rate*)**.**

"**Uniform Commercial Code**" or "**UCC**" means the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Charged Property.

"**Unpaid Sum**" means any sum due and payable but unpaid by an Obligor under the Finance Documents.

"**Unrestricted Cash**" has the meaning given to that term in Clause 23.1 (*Financial definitions*).

"**US**", "**U.S.**" and "**United States**" means the United States of America.

"**US Obligor**" means any Obligor that is incorporated or otherwise treated as a resident for US federal income tax purposes in the United States, any State thereof or the District of Columbia.

"**US Tax Form**" means, as applicable:

(a) an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable;

(b) an IRS Form W-8ECI;

(c) an IRS Form W-9; or

(d) any other IRS form establishing an exemption from backup withholding of US federal income tax on payments to that person under this Agreement,

which, in each case, may be provided under cover of, if required to establish such an exemption, an IRS Form W-8IMY in respect of its beneficial owners, if applicable.

"**Utilisation**" means a utilisation of a Sustainable Facility by way of a Loan.

"**Utilisation Date**" means the date of a Utilisation, being the date on which the relevant Loan is to be made.

"**Utilisation Request**" means a notice substantially in the form set out in Schedule 3 (*Utilisation Request*).

"**VAT**" means:

(a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112, as amended) and any national legislation implementing EC Directive 2006/112 or any predecessor to it or supplemental to EC Directive 2006/112; and

(b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere.

1.2 Construction

(a) Unless a contrary indication appears, any reference in this Agreement to:

(i) the "**Agent**", the "**Arrangers**", any "**Finance Party**", any "**Lender**", any "**Obligor**", any **"Party**", any "**Secured Party**" or the "**Security Agent**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Finance Documents and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;

(ii) a document in "**agreed form**" is a document which is previously agreed in writing by or on behalf of the Original Borrower and the Agent;

(iii) "**assets**" includes present and future properties, revenues and rights of every description;

(iv) a Lender's "**cost of funds**" in relation to its participation in a Loan, or the Agent's "**cost of funds**" in relation to funding any other amount (which shall be determined as if such amount were a Loan provided to the relevant person) is a reference to the average cost (determined either on an actual or a notional basis) which that Lender or Agent (as applicable) would incur if it were to fund, from whatever source(s) it may reasonably select, an amount equal to the amount of that participation in that Loan for a period equal in length to the Interest Period of that Loan;

(v) a "**Finance Document**" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument;

(vi) a "**group of Lenders**" includes all the Lenders;

(vii) "**guarantee**" means (other than in Clause 20 (*Guarantee and indemnity*)) any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;

(viii) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(ix) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);

(x) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;

(xi) "**the date of this Agreement**" is a reference to the original date of this Agreement, being 14 April 2021;

(xii) a provision of law is a reference to that provision as amended or re-enacted from time to time; and

(xiii) a time of day is a reference to Stockholm time.

(b) Section, Clause and Schedule headings are for ease of reference only.

(c) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.

(d) A Default (other than an Event of Default) is "**continuing**" if it has not been remedied or waived and an Event of Default is "**continuing**" if it has not been remedied or waived.

(e) A reference in this Agreement to a page or screen of an information service displaying a rate shall include:

(i) any replacement page of that information service which displays that rate; and

(ii) the appropriate page of such other information service which displays that rate from time to time in place of that information service,

and, if such page or service ceases to be available, shall include any other page or service displaying that rate specified by the Agent after consultation with the Company.

(f) A reference in this Agreement to a Central Bank Rate shall include any successor rate to, or replacement rate for, that rate.

(g) Any Reference Rate Supplement relating to a currency overrides anything relating to that currency in:

(i) Schedule 12 (*Reference Rate Terms*); or

(ii) any earlier Reference Rate Supplement.

(h) A Compounding Methodology Supplement relating to the Daily Non-Cumulative Compounded RFR Rate or the Cumulative Compounded RFR Rate overrides anything relating to that rate in:

(i) Schedule 13 (*Daily Non-Cumulative Compounded RFR Rate*) or Schedule 14 (*Cumulative Compounded RFR Rate*), as the case may be; or

(ii) any earlier Compounding Methodology Supplement.

(i) The determination of the extent to which a rate is "**for a period equal in length**" to an Interest Period shall disregard any inconsistency arising from the last day of that Interest Period being determined pursuant to the terms of this Agreement.

(j) A Borrower providing "**cash cover**" for an Ancillary Facility means a Borrower paying an amount in the currency of the Ancillary Facility to an interest-bearing account and the following conditions being met:

(i) either:

(A) the account is in the name of the Borrower and is with the Ancillary Lender for which that cash cover is to be provided until no amount is or may be outstanding under that Ancillary Facility, withdrawals from the account may only be made to pay the relevant Finance Party amounts due and payable to it under this Agreement in respect of that Ancillary Facility; or

(B) the account is in the name of the Ancillary Lender for which that cash cover is to be provided; and

(ii) the Borrower has executed documentation in form and substance satisfactory to the Finance Party (in each case acting reasonably) for which that cash cover is to be provided, creating a first ranking security interest, or other collateral arrangement, in respect of the amount of that cash cover.

(k) A Borrower "**repaying**" or "**prepaying**" Ancillary Outstandings means:

(i) that Borrower providing cash cover in respect of the Ancillary Outstandings;

(ii) the maximum amount payable under the Ancillary Facility being reduced or cancelled in accordance with its terms; or

(iii) the Ancillary Lender being satisfied that it has no further liability under that Ancillary Facility,

and the amount by which the Ancillary Outstandings are, repaid or prepaid under paragraphs (i) and (ii) above is the amount of the relevant cash cover, reduction or cancellation.

(l) An amount borrowed includes any amount utilised under an Ancillary Facility.

(m) The "Security Agent" has been appointed as the "Common Security Agent" for the purposes of the Intercreditor Agreement.

(n) Notwithstanding anything to the contrary herein, with respect to any amounts incurred or transactions entered into (or consummated) in reliance on a provision of this Agreement under any covenant that does not require compliance with a financial ratio or test (but excluding any EBITDA test) (any such amounts, the "**Fixed Amounts**") substantially concurrently with any amounts incurred or transactions entered into (or consummated) in reliance on a provision of this Agreement that requires compliance with any such financial ratio or test (any such amounts, the "**Incurrence Based Amounts**"), it is understood and agreed that the Fixed Amounts being substantially concurrently incurred (other than, in the case of any Fixed Amounts referred to in Clauses 24.3 (*Negative Pledge*) or 24.10 (*Financial Indebtedness*) or related definitions, any refinancings of any Financial Indebtedness that was previously incurred) shall be disregarded in the calculation of the financial ratio or test applicable to the Incurrence Based Amounts in connection with such substantially concurrent incurrence, except that (i) incurrences of Permitted Financial Indebtedness and Permitted Security constituting Fixed Amounts shall be taken into account for purposes of any Incurrence Based Amounts under any covenant other than Incurrence Based Amounts contained in Clause 24.3 (*Negative Pledge*) or 24.10 (*Financial Indebtedness*) and (ii) any such calculation shall not give effect to any cash proceeds thereof for netting purposes.

(o) For the purpose of determining whether any person is "wholly owned" in this Agreement, the minority shareholdings held by individuals in CEBA as at the 2023 Effective Date shall be disregarded.

1.3 Intercreditor Agreement

This Agreement is subject to, and has the benefit of, the Intercreditor Agreement. In the event of any inconsistency between this Agreement and the Intercreditor Agreement, the Intercreditor Agreement shall prevail.

1.4 Currency Symbols and Definitions

(a) "**SEK**" denotes the lawful currency of Sweden, "**$**", "**USD"** and "**dollars**" denote the lawful currency of the United States of America,"**£**", "**GBP**" and "**sterling**" denote the lawful currency of the United Kingdom and "**€**", "**EUR**" and "**euro**" denote the single currency of the Participating Member States.

(b) "**Dollar Amount**" means, at any time, (a) with respect to any amount denominated in Dollars, such amount, and (b) with respect to any amount denominated in any other currency, the equivalent amount thereof in Dollars as determined by the Agent, at such time on the basis of the Agent's Spot Rate of Exchange for the purchase of Dollars with such other currency.

(c) Except for purposes of financial statements delivered by Obligors hereunder or except as otherwise provided herein, the applicable amount of any currency for purposes of the Finance Documents shall be such Dollar Amount as so determined by the Agent; provided that if any basket is exceeded solely as a result of fluctuations in applicable currency exchange rates after the last time such basket was utilized, such basket will not be deemed to have been exceeded solely as a result of such fluctuations in currency exchange rates.

1.5 Third Party Rights

(a) Unless expressly provided to the contrary in a Finance Document a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or to enjoy the benefit of any term of this Agreement.

(b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Agreement at any time.

1.6 Swedish Terms

(a) In this Agreement, where it relates to a Swedish entity, a reference to:

(i) a "composition" or "arrangement" with any creditor includes (A) any write-down of debt (Sw. *offentligt ackord*) following from any procedure of 'företagsrekonstruktion' under the Swedish Company Reorganisation Act (Sw. *Lag om företagsrekonstruktion (2022:964)*) (the "**Swedish Company Reorganisation Act**"), or (B) any write-down of debt in bankruptcy (Sw. ackord i konkurs) under the Swedish Bankruptcy Act (Sw. *Konkurslag (1987:672)*) (the "**Swedish Bankruptcy Act**");

(ii) a "compulsory manager", "administrative receiver" or "administrator" includes (A) 'rekonstruktör' under the Swedish Company Reorganisation Act, (B) 'konkursförvaltare' under the Swedish Bankruptcy Act, or (C) 'likvidator' under the Swedish Companies Act (Sw. *Aktiebolagslag (2005:551)*) (the "**Swedish Companies Act**");

(iii) a "merger", "consolidation" or "amalgamation" includes any 'fusion' implemented in accordance with Chapter 23 of the Swedish Companies Act and a "demerger" includes any 'fission' implemented in accordance with Chapter 24 of the Swedish Companies Act;

(iv) a "winding-up", "administration" or "dissolution" includes 'frivillig likvidation' or 'tvångslikvidation' under Chapter 25 of the Swedish Companies Act, a "bankruptcy" includes a 'konkurs' under the Swedish Bankruptcy Act and a "company restructuring" includes a 'företagsrekonstruktion' under the Swedish Company Reorganisation Act; and

(v) an Insolvency Event includes such member of the Group being subject to "konkurs" under the Swedish Bankruptcy Act, "företagsrekonstruktion" under the Swedish Company Reorganisation Act or "tvångslikvidation" under Chapter 25 of the Swedish Companies Act.

(b) Each reference to Transaction Security governed by Swedish law shall be interpreted as a reference to Transaction Security governed by Swedish law and/or perfected in accordance with Swedish law.

(c) If any party to this Agreement that is incorporated in Sweden (the "**Obligated Party**") is required to hold an amount on trust on behalf of another party (the "**Beneficiary**"), the Obligated Party shall hold such money as agent for the Beneficiary on a separate

account in accordance with the Swedish Funds Accounting Act (Sw. *Lag om redovisningsmedel (1944:181)*).

(d) Any transfer by novation in accordance with the Finance Documents, shall, as regards Transaction Security governed by Swedish law and obligations owed by a Swedish Obligor, be deemed to take effect as an assignment and assumption or transfer of such rights, benefits, obligations and security interests and each such assignment and assumption or transfer shall be in relation to the proportionate part of the security interests granted under the relevant Swedish law governed Transaction Security.

Section 2
The Facility

2. The Facility

2.1 The Sustainable Revolving Facility

(a) Subject to the terms of this Agreement the Lenders make available to the Borrowers a multicurrency revolving loan facility in an aggregate amount equal to the Total Sustainable Revolving Facility Commitments.

(b) Subject to the terms of this Agreement and the Ancillary Documents, an Ancillary Lender may make all or part of its Sustainable Revolving Facility Commitment available to any Borrower as an Ancillary Facility.

2.2 Sustainable Incremental Facilities

One or more Sustainable Incremental Facilities may be established and made available pursuant to Clause 8 (*Establishment of Sustainable Incremental Facilities*).

2.3 Increase

(a) The Company may by giving prior notice to the Agent by no later than the date falling 20 Business Days after the effective date of a cancellation of:

(i) the Available Commitments of a Defaulting Lender in accordance with 10.7 (*Right of cancellation in relation to a Defaulting Lender*); or

(ii) the Commitments of a Lender in accordance with:

(A) Clause 10.1 (*Illegality*); or

(B) paragraph (a) of Clause 10.6 (*Right of Replacement or Repayment and Cancellation in Relation to a Single Lender*),

request that the Commitments relating to any Sustainable Facility be increased (and the Commitments relating to that Sustainable Facility shall be so increased) in an aggregate amount in the Base Currency of up to the amount of the Available Commitments or Commitments relating to that Sustainable Facility so cancelled as follows:

(i) the increased Commitments will be assumed by one or more Eligible Institutions (each an "**Increase Lender**") each of which confirms in writing (whether in the relevant Increase Confirmation or otherwise) its willingness to assume and does assume all the obligations of a Lender corresponding to that part of the increased Commitments which it is to assume, as if it had been an Original Lender in respect of those Commitments;

(ii) each of the Obligors and any Increase Lender shall assume obligations towards one another and/or acquire rights against one another as the Obligors and the Increase Lender would have assumed and/or acquired had the Increase Lender been an Original Lender in respect of that part of the increased Commitments which it is to assume;

(iii) each Increase Lender shall become a Party as a "Lender" and any Increase Lender and each of the other Finance Parties shall assume obligations towards one another and acquire rights against one another as that Increase Lender and those Finance Parties would have assumed and/or acquired had the Increase

Lender been an Original Lender in respect of that part of the increased Commitments which it is to assume;

(iv) the Commitments of the other Lenders shall continue in full force and effect; and

(v) any increase in the Commitments relating to a Sustainable Facility shall take effect on the date specified by the Company in the notice referred to above or any later date on which the Agent executes an otherwise duly completed Increase Confirmation delivered to it by the relevant Increase Lender.

(b) The Agent shall, subject to paragraph (c) below, as soon as reasonably practicable after receipt by it of a duly completed Increase Confirmation appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Increase Confirmation.

(c) The Agent shall only be obliged to execute an Increase Confirmation delivered to it by an Increase Lender once it is satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the assumption of the increased Commitments by that Increase Lender.

(d) An increase in the Commitments relating will only be effective if the Increase Lender enters into the documentation required for it to accede as a party to the Intercreditor Agreement.

(e) Each Increase Lender, by executing the Increase Confirmation, confirms (for the avoidance of doubt) that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on which the increase becomes effective in accordance with this Agreement and that it is bound by that decision to the same extent as it would have been had it been an Original Lender.

(f) The Company shall, within five days of demand, pay the Agent and the Security Agent the amount of all costs and expenses (including external legal fees, subject to any fee cap and/or estimate approved by the Company in writing in advance) reasonably incurred by them and, in the case of the Security Agent, by any Receiver or Delegate in connection with any increase in Commitments under this Clause 2.3.

(g) The Increase Lender shall, on the date upon which the increase takes effect, pay to the Agent (for its own account) a fee in an amount equal to the fee which would be payable under Clause 26.4 (*Assignment or Transfer Fee*) if the increase was a transfer pursuant to Clause 26.6 (*Procedure for Transfer*) and if the Increase Lender was a New Lender.

(h) The Company may pay to the Increase Lender a fee in the amount and at the times agreed between the Company and the Increase Lender in a Fee Letter.

(i) Neither the Agent nor any Lender shall have any obligation to find an Increase Lender and in no event shall any Lender whose Commitment is replaced by an Increase Lender be required to pay or surrender any of the fees received by such Lender pursuant to the Finance Documents.

(j) Clause 26.5 (*Limitation of Responsibility of Existing Lenders*) shall apply *mutatis mutandis* in this Clause 2.3 in relation to an Increase Lender as if references in that Clause to:

(i) an "**Existing Lender**" were references to all the Lenders immediately prior to the relevant increase;

(ii) the "**New Lender**" were references to that "**Increase Lender**"; and

(iii) a "**re-transfer**" and "**re-assignment**" were references to respectively a "**transfer**" and "**assignment**".

2.4 Finance Parties' Rights and Obligations

(a) The obligations of each Finance Party under the Finance Documents are several. Failure by a Finance Party to perform its obligations under the Finance Documents does not affect the obligations of any other Party under the Finance Documents. No Finance Party is responsible for the obligations of any other Finance Party under the Finance Documents.

(b) The rights of each Finance Party under or in connection with the Finance Documents are separate and independent rights and any debt arising under the Finance Documents to a Finance Party from an Obligor is a separate and independent debt in respect of which a Finance Party shall be entitled to enforce its rights in accordance with paragraph (c) below. The rights of each Finance Party include any debt owing to that Finance Party under the Finance Documents and, for the avoidance of doubt, any part of a Loan or any other amount owed by an Obligor which relates to a Finance Party's participation in a Sustainable Facility or its role under a Finance Document (including any such amount payable to the Agent on its behalf) is a debt owing to that Finance Party by that Obligor.

(c) A Finance Party may, except as specifically provided in the Finance Documents, separately enforce its rights under or in connection with the Finance Documents.

2.5 Obligors' Agent

(a) Each Obligor (other than the Original Borrower) by its execution of this Agreement or an Accession Deed irrevocably appoints the Original Borrower (acting through one or more authorised signatories) to act on its behalf as its agent in relation to the Finance Documents and irrevocably authorises:

(i) the Original Borrower on its behalf to supply all information concerning itself contemplated by this Agreement to the Finance Parties and to give all notices and instructions (including, in the case of a Borrower, Utilisation Requests), to agree any Sustainable Incremental Facility Terms and to deliver any Sustainable Incremental Facility Notice, to make such agreements and to effect the relevant amendments, supplements and variations capable of being given, made or effected by any Obligor notwithstanding that they may affect the Obligor, without further reference to or the consent of that Obligor; and

(ii) each Finance Party to give any notice, demand or other communication to that Obligor pursuant to the Finance Documents to the Original Borrower,

(b) and in each case the Obligor shall be bound as though the Obligor itself had given the notices and instructions (including, without limitation, any Utilisation Requests) or executed or made the agreements or effected the amendments, supplements or variations, or received the relevant notice, demand or other communication.

(c) Every act, omission, agreement, undertaking, settlement, waiver, amendment, supplement, variation, notice or other communication given or made by the Obligors' Agent or given to the Obligors' Agent under any Finance Document on behalf of another Obligor or in connection with any Finance Document (whether or not known to any other Obligor and whether occurring before or after such other Obligor became an Obligor under any Finance Document) shall be binding for all purposes on that Obligor as if that Obligor had expressly made, given or concurred with it. In the event

of any conflict between any notices or other communications of the Obligors' Agent and any other Obligor, those of the Obligors' Agent shall prevail.

(d) For the purpose of paragraph (a) above, each German Obligor releases the Original Borrower to the fullest extent legally possible from the restrictions of section 181 of the German Civil Code and any similar restrictions on self-dealing or multi-representation under any other applicable law.

3. Purpose

3.1 Purpose

(a) Each Borrower shall apply all amounts borrowed by it under the Sustainable Revolving Facility towards the general corporate purposes and direct or indirect financing or refinancing of the working capital of the Group including for Permitted Investments and Capital Expenditure (and including in each such case (i) purchase price consideration (including, for the avoidance of doubt, deferred purchase price and earn-outs) and (ii) the refinancing of existing indebtedness outstanding in any target company or in respect of any asset acquired and (iii) the payment of fees, costs (including but not limited to Transaction Costs incurred in connection with the Finance Documents including, for the avoidance of doubt, the fees referred to in Clause 14 (*Fees*)) and expenses incurred in connection therewith (but not, in the case of any utilisation of any Ancillary Facility, towards prepayment of any Sustainable Revolving Facility Loan)).

(b) Each Borrower shall apply all amounts borrowed by it under a Sustainable Incremental Facility for the purpose(s) specified in the Sustainable Incremental Facility Notice relating to that Sustainable Incremental Facility.

3.2 Monitoring

No Finance Party is bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4. Conditions of Utilisation

4.1 Initial Conditions Precedent

(a) No Borrower may deliver a Utilisation Request unless the Agent has received all of the documents and other evidence listed in Part 1 of Schedule 2 (*Conditions Precedent*) in form and substance satisfactory to the Agent. The Agent shall notify the Company and the Lenders promptly upon being so satisfied.

(b) Other than to the extent that the Majority Lenders notify the Agent in writing to the contrary before the Agent gives the notification described in paragraph (a) above, the Lenders authorise (but do not require) the Agent to give that notification. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

(c) The Lenders will only be obliged to comply with Clause 5.4 (*Lenders' Participation*) in relation to any Sustainable Incremental Facility Loan if on or before the Utilisation Date for that Loan, the Agent has received, waived the receipt of or is satisfied that it will receive all of the Sustainable Incremental Facility Conditions Precedent relating to the relevant Sustainable Incremental Facility (if any) in form and substance satisfactory to the Agent (acting reasonably). The Agent shall notify the Company and the Lenders promptly upon being so satisfied.

(d) Other than to the extent that the Sustainable Incremental Facility Majority Lenders under the relevant Sustainable Incremental Facility notify the Agent in writing to the contrary before the Agent gives a notification described in paragraph (c) above, the Lenders authorise (but do not require) the Agent to give that notification. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

4.2 Further Conditions Precedent

The Lenders will only be obliged to comply with Clause 5.4 (*Lenders' Participation*) if on the date of the Utilisation Request and on the proposed Utilisation Date:

(a) in the case of a Rollover Loan and any other Loan, no Event of Default is continuing or would result from the proposed Loan; and

(b) the Repeating Representations to be made by each Obligor are true in all material respects (or, to the extent a materiality test applies, all respects).

4.3 Conditions Relating to Optional Currencies

(a) A currency will constitute an Optional Currency in relation to a Loan if:

(i) it is readily available in the amount required and freely convertible into the Base Currency in the wholesale market for that currency at the Specified Time and on the Utilisation Date for that Loan;

(ii) it is EUR, GBP or USD or has been approved by the Agent (acting on the instructions of all the Lenders participating in the Sustainable Revolving Facility) on or prior to receipt by the Agent of the relevant Utilisation Request for that Loan; and

(iii) there are Reference Rate Terms for that currency.

(b) If the Agent has received a written request from the Company for a currency to be approved under paragraph (a)(ii) above, the Agent will confirm to the Company by the Specified Time:

(i) whether or not the Lenders have granted their approval; and

(ii) if approval has been granted, the minimum amount (and, if required, integral multiples) for any subsequent Utilisation in that currency.

4.4 Maximum Number of Loans

(a) A Borrower may not deliver a Utilisation Request if, as a result of the proposed Utilisation:

(i) 20 or more Sustainable Revolving Facility Loans would be outstanding; or

(ii) more than any maximum number of Sustainable Incremental Facility Loans as agreed with the Agent and the relevant Sustainable Incremental Facility Lender(s) (acting in their sole discretion) would be outstanding.

(a) Any Loan made by a single Lender under Clause 6.2 (*Unavailability of a Currency*) shall not be taken into account in this Clause 4.4.

Section 3
Utilisation

5. Utilisation

5.1 Delivery of a Utilisation Request

A Borrower (or the Company on its behalf) may utilise a Sustainable Facility by delivery to the Agent of a duly completed Utilisation Request not later than the Specified Time.

5.2 Completion of a Utilisation Request

(a) Each Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:

(i) it identifies the Sustainable Facility to be utilised;

(ii) the proposed Utilisation Date is a Business Day within the Availability Period applicable to that Sustainable Facility;

(iii) the currency and amount of the Utilisation comply with Clause 5.3 (*Currency and Amount*); and

(iv) the proposed Interest Period complies with Clause 12 (*Interest Periods*).

(b) Only one Loan may be requested in each Utilisation Request.

(c) The Company or a Borrower may deliver more than one Utilisation Request on any one day.

5.3 Currency and Amount

(a) The currency specified in a Utilisation Request must be the Base Currency or an Optional Currency.

(b) The amount of the proposed Loan must be:

(i) if the currency selected is the Base Currency, a minimum of SEK 50,000,000 or, if less, the Available Facility; or

(ii) if the currency selected is EUR, a minimum of EUR 5,000,000 or, if less, the Available Facility; or

(iii) if the currency selected is GBP, a minimum of GBP 5,000,000 or, if less, the Available Facility; or

(iv) if the currency selected is USD, a minimum of USD 5,000,000 or, if less, the Available Facility; or

(v) if the currency selected is an Optional Currency other than EUR, GBP or USD, the minimum amount (and, if required, integral multiple) specified by the Agent pursuant to paragraph (b)(ii) of Clause 4.3 (*Conditions Relating to Optional Currencies*) or, if less, the Available Facility; or

(vi) a minimum amount agreed with the Agent and the relevant Sustainable Incremental Facility Lender(s) for any Sustainable Incremental Facility; and

(vii) in any event such that its Base Currency amount is less than or equal to the Available Facility.

5.4 Lenders' Participation

(a) If the conditions set out in this Agreement have been met and subject to Clause 9 (*Repayment*) each Lender shall make its participation in each Loan available by the Utilisation Date through its Facility Office (or in accordance with Clause 5.5 (*Lender Affiliates and Facility Office*) below).

(b) Other than as set out in paragraph (c) below, the amount of each Lender's participation in each Loan will be equal to the proportion borne by its Available Commitment to the Available Facility immediately prior to making the Loan.

(c) If a Sustainable Revolving Facility Loan is made to repay Ancillary Outstandings, each Lender's participation in that Utilisation will be in an amount (as determined by the Agent) which will result as nearly as possible in the aggregate amount of its participation in the Sustainable Revolving Facility Loan then outstanding bearing the same proportion to the aggregate amount of the Sustainable Revolving Facility Loan then outstanding as its Sustainable Revolving Facility Commitment bears to the Total Commitments.

(d) The Agent shall determine the Base Currency Amount of each Loan which is to be made in an Optional Currency and shall notify each Lender of the amount, currency and the Base Currency Amount of each Loan, the amount of its participation in that Loan and, if different, the amount of that participation to be made available in accordance with Clause 31.1 (*Payments to the Agent*), in each case by the Specified Time.

5.5 Lender Affiliates and Facility Office

(a) In respect of a Loan or Loans to a particular Borrower ("**Designated Loans**") a Lender (a "**Designating Lender**") may at any time and from time to time designate (by written notice to the Agent and the Company):

(i) a substitute Facility Office from which it will make Designated Loans (a "**Substitute Facility Office**"); or

(ii) nominate an Affiliate to act as the Lender of Designated Loans (a "**Substitute Affiliate Lender**").

(b) A notice to nominate a Substitute Affiliate Lender must be in the form set out in Schedule 19 (*Form of Substitute Affiliate Lender Designation Notice*) and be countersigned by the relevant Substitute Affiliate Lender confirming it will be bound as a Lender under this Agreement in respect of the Designated Loans in respect of which it acts as Lender.

(c) The Designating Lender will act as the representative of any Substitute Affiliate Lender it nominates for all administrative purposes under this Agreement. The Obligors, the Agent, the Security Agent and the other Finance Parties will be entitled to deal only with the Designating Lender, except that payments will be made in respect of Designated Loans to the Facility Office of the Substitute Affiliate Lender. In particular the Commitments of the Designating Lender will not be treated as reduced by the introduction of the Substitute Affiliate Lender for voting purposes under this Agreement or the other Finance Documents.

(d) Save as mentioned in paragraph (c) above, a Substitute Affiliate Lender will be treated as a Lender for all purposes under the Finance Documents and having a Commitment equal to the principal amount of all Designated Loans in which it is participating if and for so long as it continues to be a Substitute Affiliate Lender under this Agreement.

(e) A Designating Lender may revoke its designation of an Affiliate as a Substitute Affiliate Lender by notice in writing to the Agent and the Company provided that such notice may only take effect when there are no Designated Loans outstanding to the Substitute Affiliate Lender. Upon such Substitute Affiliate Lender ceasing to be a Substitute Affiliate Lender the Designating Lender will automatically assume (and be deemed to assume without further action by any Party) all rights and obligations previously vested in the Substitute Affiliate Lender.

(f) If a Designating Lender designates a Substitute Facility Office or Substitute Affiliate Lender in accordance with this Clause 5.5, the provisions of Clause 26.3(c)(ii) (*Other Conditions of Assignment or Transfer*) shall not apply to or in respect of any Substitute Facility Office or Substitute Affiliate Lender.

5.6 Cancellation of Commitment

(a) The Sustainable Revolving Facility Commitments which, at that time, are unutilised shall be immediately cancelled at the end of the Availability Period.

(b) The Sustainable Incremental Facility Commitments relating to a Sustainable Incremental Facility which, at that time, are unutilised shall be immediately cancelled at the end of the Availability Period for that Sustainable Incremental Facility.

5.7 Clean down

The Original Borrower shall ensure that the aggregate of the Base Currency Amount of Loans are repaid to zero for a period of not less than five (5) successive Business Days in each Financial Year, as confirmed by the Company in the Compliance Certificate accompanying the Annual Report. Not less than two (2) Months shall elapse between two such periods.

6. Optional Currencies

6.1 Selection of Currency

A Borrower (or the Company on behalf of a Borrower) shall select the currency of a Loan in a Utilisation Request.

6.2 Unavailability of a Currency

If before the Specified Time:

(a) a Lender notifies the Agent that the Optional Currency requested is not readily available to it in the amount required; or

(b) a Lender notifies the Agent that compliance with its obligation to participate in a Loan in the proposed Optional Currency would contravene a law or regulation applicable to it,

the Agent will give notice to the relevant Borrower to that effect by the Specified Time. In this event, any Lender that gives notice pursuant to this Clause 6.2 will be required to participate in the Loan in the Base Currency (in an amount equal to that Lender's proportion of the Base Currency Amount or, in respect of a Rollover Loan, an amount equal to that Lender's proportion of the Base Currency Amount of the Rollover Loan that is due to be made) and its participation will be treated as a separate Loan denominated in the Base Currency during that Interest Period.

6.3 Participation in a Loan

Each Lender's participation in a Loan will be determined in accordance with paragraph (b) of Clause 5.4 (*Lenders' Participation*).

7. Ancillary Facilities

7.1 Type of Facility

An Ancillary Facility may be by way of:

(a) an overdraft facility;

(b) a guarantee, bonding, documentary or stand-by letter of credit facility;

(c) a short term loan facility;

(d) a derivatives facility;

(e) a foreign exchange facility; or

(f) any other facility or accommodation required in connection with the business of the Group and which is agreed by the Company with an Ancillary Lender.

7.2 Availability

(a) If the Company and a Lender agree and except as otherwise provided in this Agreement, the Lender may provide all or part of its Sustainable Facility Commitment as an Ancillary Facility.

(b) An Ancillary Facility shall not be made available unless, not later than five Business Days prior to the Ancillary Commencement Date for an Ancillary Facility, the Agent has received from the Company:

(i) a notice in writing of the establishment of an Ancillary Facility and specifying:

(A) the proposed Borrower(s) (or Affiliates of a Borrower nominated pursuant to Clause 7.9 (*Affiliates of Borrowers*) that are wholly owned members of the Group) which may use the Ancillary Facility;

(B) the proposed Ancillary Commencement Date and expiry date of the Ancillary Facility;

(C) the proposed type of Ancillary Facility to be provided;

(D) the proposed Ancillary Lender;

(E) the proposed Ancillary Commitment, the maximum amount of the Ancillary Facility and, in the case of a Multi-account Overdraft, its Designated Gross Amount and its Designated Net Amount; and

(F) the proposed currency of the Ancillary Facility (if not denominated in the Base Currency); and

(ii) any other information which the Agent may reasonably request in connection with the Ancillary Facility.

(c) The Agent shall promptly notify the Ancillary Lender and the other Lenders of the establishment of an Ancillary Facility.

(d) Subject to compliance with paragraph (b) above:

(i) the Lender concerned will become an Ancillary Lender; and

(ii) the Ancillary Facility will be available,

with effect from the date agreed by the Company and the Ancillary Lender.

7.3 Terms of Ancillary Facilities

(a) Except as provided below, the terms of any Ancillary Facility will be those agreed by the Ancillary Lender and the Company.

(b) Those terms:

(i) must be based upon normal commercial terms at that time (except as varied by this Agreement);

(ii) may allow only Borrowers (or Affiliates of Borrowers nominated pursuant to Clause 7.9 (*Affiliates of Borrowers*)) to use the Ancillary Facility;

(iii) may not allow the Ancillary Outstandings to exceed the Ancillary Commitment;

(iv) may not allow the margin for utilisations under any Ancillary Facility to exceed the applicable Margin in respect of the relevant Sustainable Facility;

(v) may not allow a Lender's Ancillary Commitment to exceed that Lender's Available Commitment relating to the relevant Sustainable Facility (before taking into account the effect of the Ancillary Facility on that Available Commitment); and

(vi) must require that the Ancillary Commitment is reduced to zero, and that all Ancillary Outstandings are repaid not later than the Termination Date applicable to the relevant Sustainable Facility (or such earlier date as the relevant Sustainable Facility Commitment of the relevant Ancillary Lender (or its Affiliate) is reduced to zero).

(c) If there is any inconsistency between any term of an Ancillary Facility and any terms of this Agreement, this Agreement shall prevail, and any matters regulated in this Agreement (including, but not limited to, information undertakings, representations, assignment rights, prepayment, cancellation and termination, utilisation, increased costs and fees) shall be deemed to be exclusively and completely regulated in this Agreement in relation to any Ancillary Facility, in each case except for

(i) Clause 34.3 (*Day Count Convention and interest calculation*) which shall not prevail for the purposes of calculating fees, interest or commission relating to an Ancillary Facility;

(ii) an Ancillary Facility comprising more than one account where the terms of the Ancillary Documents shall prevail to the extent required to permit the netting of balances on those accounts; and

(iii) where the relevant term of this Agreement would be contrary to, or inconsistent with, the law governing the relevant Ancillary Document, in which case that term of this Agreement shall not prevail.

(d) Interest, commission and fees on Ancillary Facilities are dealt with in Clause 14.5 (*Interest, commission and fees on Ancillary Facilities*).

7.4 Repayment of Ancillary Facility

(a) An Ancillary Facility shall cease to be available on the Termination Date applicable to the relevant Sustainable Facility or such earlier date on which its expiry date occurs or on which it is cancelled in accordance with the terms of this Agreement.

(b) If an Ancillary Facility expires in accordance with its terms the Ancillary Commitment of the Ancillary Lender shall be reduced to zero.

(c) No Ancillary Lender may demand repayment or prepayment of any Ancillary Outstandings prior to the expiry date of the relevant Ancillary Facility unless:

(i) required to reduce the Gross Outstandings of a Multi-account Overdraft to or towards an amount equal to its Net Outstandings;

(ii) the Total Commitments under the relevant Sustainable Facility have been cancelled in full or all outstanding Utilisations under the relevant Sustainable Facility have become due and payable in accordance with the terms of this Agreement or the relevant Sustainable Incremental Facility (as applicable);

(iii) it becomes unlawful in any applicable jurisdiction for the Ancillary Lender to perform any of its obligations as contemplated by this Agreement or to fund, issue or maintain its participation in its Ancillary Facility (or it becomes unlawful for any Affiliate of the Ancillary Lender to do so); or

(iv) both:

(A) the Available Commitments relating to a Sustainable Facility; and

(B) the notice of the demand given by the Ancillary Lender,

would not prevent the relevant Borrower funding the repayment of those Ancillary Outstandings in full by way of a Loan utilised under the relevant Sustainable Facility.

(d) If a Loan under the relevant Sustainable Facility is made to repay Ancillary Outstandings in full, the relevant Ancillary Commitment shall be reduced to zero.

7.5 Limitation on Ancillary Outstandings

Each Borrower shall procure that:

(a) the Ancillary Outstandings under any Ancillary Facility shall not exceed the Ancillary Commitment applicable to that Ancillary Facility; and

(b) in relation to a Multi-account Overdraft:

(i) the Ancillary Outstandings shall not exceed the Designated Net Amount applicable to that Multi-account Overdraft; and

(ii) the Gross Outstandings shall not exceed the Designated Gross Amount applicable to that Multi-account Overdraft.

7.6 Adjustment for Ancillary Facilities upon acceleration

(a) In this Clause 7.6:

(i) "**Revolving Outstandings**" means, in relation to a Lender, the aggregate of the equivalent in the Base Currency of:

(A) its participation in each Loan then outstanding (together with the aggregate amount of all accrued interest, fees and commission owed to it as a Lender under that Sustainable Facility); and

(B) if the Lender is also an Ancillary Lender, the Ancillary Outstandings in respect of Ancillary Facilities provided by that Ancillary Lender (or

by its Affiliate) (together with the aggregate amount of all accrued interest, fees and commission owed to it (or to its Affiliate) as an Ancillary Lender in respect of the Ancillary Facility); and

(ii) "**Total Revolving Outstandings**" means the aggregate of all Revolving Outstandings.

(b) If the Agent exercises any of its rights under Clause 25.16 (*Acceleration*) (other than declaring Utilisations to be due on demand), each Lender and each Ancillary Lender shall (subject to paragraph (g) below) promptly adjust (by making or receiving (as the case may be) corresponding transfers of rights and obligations under the Finance Documents relating to Revolving Outstandings) their claims in respect of amounts outstanding to them under the Sustainable Facilities and each Ancillary Facility to the extent necessary to ensure that after such transfers the Revolving Outstandings of each Lender bear the same proportion to the Total Revolving Outstandings as such Lender's Sustainable Facility Commitment bears to the Total Commitments, each as at the date the Agent exercises the relevant right(s) under Clause 25.16 (*Acceleration*).

(c) If an amount outstanding under an Ancillary Facility is a contingent liability and that contingent liability becomes an actual liability or is reduced to zero after the original adjustment is made under paragraph (b) above, then each Lender and Ancillary Lender will make a further adjustment (by making or receiving (as the case may be) corresponding transfers of rights and obligations under the Finance Documents relating to Revolving Outstandings to the extent necessary) to put themselves in the position they would have been in had the original adjustment been determined by reference to the actual liability or, as the case may be, zero liability and not the contingent liability.

(d) Any transfer of rights and obligations relating to Revolving Outstandings made pursuant to this Clause 7.6 shall be made for a purchase price in cash, payable at the time of transfer, in an amount equal to those Revolving Outstandings (less any accrued interest, fees and commission to which the transferor will remain entitled to receive notwithstanding that transfer, pursuant to Clause 26.12 (*Pro Rata Interest Settlement*)).

(e) Prior to the application of the provisions of paragraph (b) above, an Ancillary Lender that has provided a Multi-account Overdraft shall set-off any Available Credit Balance on any account comprised in that Multi-account Overdraft.

(f) All calculations to be made pursuant to this Clause 7.6 shall be made by the Agent based upon information provided to it by the Lenders and Ancillary Lenders and the Agent's Spot Rate of Exchange.

(g) This Clause 7.6 shall not oblige any Lender to accept the transfer of a claim relating to an amount outstanding under an Ancillary Facility which is not denominated (pursuant to the relevant Finance Document) in either the Base Currency, a currency which has been an Optional Currency for the purpose of any Sustainable Facility Utilisation or in another currency which is acceptable to that Lender.

7.7 Information

Each Borrower and each Ancillary Lender shall, promptly upon request by the Agent, supply the Agent with any information relating to the operation of an Ancillary Facility (including the Ancillary Outstandings) as the Agent may reasonably request from time to time. Each Borrower consents to all such information being released to the Agent and the other Finance Parties.

7.8 Affiliates of Lenders as Ancillary Lenders

(a) Subject to the terms of this Agreement, an Affiliate of a Lender may become an Ancillary Lender. In such case, the Lender and its Affiliate shall be treated as a single Lender whose (as applicable):

(i) Sustainable Revolving Facility Commitment is the amount set out opposite the relevant Lender's name in Part 2 of Schedule 1 (*The Original Lenders*);

(ii) Sustainable Incremental Facility Commitment is the amount set out opposite the relevant Lender's name in the relevant Sustainable Incremental Facility Notice,

and/or in each case, together with the amount of any Sustainable Revolving Facility Commitment or Sustainable Incremental Facility Commitment (as applicable) transferred to or assumed by that Lender under this Agreement, to the extent (in each case) not cancelled, reduced or transferred by it under this Agreement.

(b) The Company shall specify any relevant Affiliate of a Lender in any notice delivered by the Company to the Agent pursuant to paragraph (b)(i) of Clause 7.2 (*Availability*).

(c) An Affiliate of a Lender which becomes an Ancillary Lender shall accede to the Intercreditor Agreement as an Ancillary Lender.

(d) If a Lender assigns all of its rights and benefits or transfers all of its rights and obligations to a New Lender, its Affiliate shall cease to have any obligations under this Agreement or any Ancillary Document.

(e) Where this Agreement or any other Finance Document imposes an obligation on an Ancillary Lender and the relevant Ancillary Lender is an Affiliate of a Lender which is not a party to that document, the relevant Lender shall ensure that the obligation is performed by its Affiliate.

7.9 Affiliates of Borrowers

(a) Subject to the terms of this Agreement, an Affiliate of a Borrower may with the approval of the relevant Lender become a borrower with respect to an Ancillary Facility.

(b) The Company shall specify any relevant Affiliate of a Borrower in any notice delivered by the Company to the Agent pursuant to paragraph (b)(i) of Clause 7.2 (*Availability*).

(c) If a Borrower ceases to be a Borrower under this Agreement in accordance with Clause 27.3 (*Resignation of a Borrower*), its Affiliate shall cease to have any rights under this Agreement or any Ancillary Document.

(d) Where this Agreement or any other Finance Document imposes an obligation on a Borrower under an Ancillary Facility and the relevant Borrower is an Affiliate of a Borrower which is not a party to that document, the relevant Borrower shall ensure that the obligation is performed by its Affiliate.

(e) Any reference in this Agreement or any other Finance Document to a Borrower being under no obligations (whether actual or contingent) as a Borrower under such Finance Document shall be construed to include a reference to any Affiliate of a Borrower being under no obligations under any Finance Document or Ancillary Document.

7.10 Sustainable Revolving Facility Commitment amounts

Notwithstanding any other term of this Agreement, each Lender shall ensure that at all times its:

(a) Sustainable Revolving Facility Commitment is not less than:

(i) its Ancillary Commitment made available using its Sustainable Revolving Facility Commitment; or

(ii) the Ancillary Commitment of its Affiliate made available using its Sustainable Revolving Facility Commitment; and

(b) Sustainable Incremental Facility Commitment is not less than

(i) its Ancillary Commitment made available using its Sustainable Incremental Facility Commitment; or

(ii) the Ancillary Commitment of its Affiliate made available using its Sustainable Incremental Facility Commitment.

7.11 Amendments and Waivers – Ancillary Facilities

No amendment or waiver of a term of any Ancillary Facility shall require the consent of any Finance Party other than the relevant Ancillary Lender unless such amendment or waiver itself relates to or gives rise to a matter which would require an amendment of or under this Agreement (including, for the avoidance of doubt, under this Clause 7). In such a case, Clause 37 (*Amendments and Waivers*) will apply.

8. Establishment of Sustainable Incremental Facilities

8.1 Sustainable Incremental Facility Lenders

Only an entity which is an Eligible Institution may be a Sustainable Incremental Facility Lender.

8.2 Delivery of Sustainable Incremental Facility Notice

(a) The Company and each relevant Sustainable Incremental Facility Lender may request the establishment of a Sustainable Incremental Facility by the Company delivering to the Agent a duly completed Sustainable Incremental Facility Notice not later than 15 Business Days prior to the proposed Establishment Date specified in that Sustainable Incremental Facility Notice.

(b) No Sustainable Incremental Facility Notice may be delivered after the date falling one (1) month prior to the Termination Date of the Sustainable Revolving Facility.

8.3 Completion of a Sustainable Incremental Facility Notice

(a) Each Sustainable Incremental Facility Notice is irrevocable and will not be regarded as having been duly completed unless:

(i) it sets out the Sustainable Incremental Facility Terms applicable to the Sustainable Incremental Facility to which it relates;

(ii) each of:

(A) the Sustainable Incremental Facility Terms applicable to that Sustainable Incremental Facility;

(B) the Margin applicable to that Sustainable Incremental Facility; and

(C) any fees payable to the arranger of that Sustainable Incremental Facility,

comply with Clause 8.5 (*Restrictions on Sustainable Incremental Facility Terms and fees*); and

(iii) the Sustainable Incremental Facility Lenders set out in that Sustainable Incremental Facility Notice comply with Clause 8.1 (*Sustainable Incremental Facility Lenders*).

(b) Only one (1) Sustainable Incremental Facility may be requested in a Sustainable Incremental Facility Notice.

8.4 Maximum number of Sustainable Incremental Facilities

The Company may not deliver a Sustainable Incremental Facility Notice if as a result of the establishment of the proposed Sustainable Incremental Facility four or more Sustainable Incremental Facilities would have been established under this Agreement.

8.5 Restrictions on Sustainable Incremental Facility Terms and fees

(a) Size: The Aggregate Total Sustainable Incremental Facility Commitments shall not, at any time, exceed SEK 500,000,000 and provided that pro forma for such incurrence, the Maximum Incremental Amount Condition shall be satisfied.

(b) Margin/Yield: For the life of the Sustainable Revolving Facility, the all-in yield (including in the form of interest rate, margins, original issue discount, upfront fees and index floors (but only to the extent that an increase in the interest rate floor with respect to such Financial Indebtedness or tranches of the Sustainable Facilities, as the case may be, would cause an increase in the interest rate then in effect at the time of determination) or otherwise, in each case payable by the borrower thereunder generally to lenders, provided that OID and upfront fees shall be equated to a fixed interest rate or margin (based on a three (3) year average life to maturity or lesser remaining life to maturity), and shall include arrangement fees, structuring fees, syndication fees, ticking fees, commitment fees, unused line fees, underwriting fees and any amendment and similar fees (regardless of whether paid in whole or in part to the relevant lenders) and excluding the effect of any fluctuation in Term Reference Rate, payable in respect of any Sustainable Incremental Facility is not more than one per cent. higher than the all-in yield (determined on the same basis) under the Sustainable Revolving Facility.

(c) Borrowers: Any Sustainable Incremental Facility shall be available only to a Borrower.

(d) Purpose: Same as for the Sustainable Revolving Facility.

(e) Availability: The Availability Period for any Sustainable Incremental Facility shall be until the date falling one month from the Termination Date applicable to the Sustainable Incremental Facility.

(f) No procurement of breach: Satisfaction of any Sustainable Incremental Facility Conditions Precedent shall not breach any term of any Finance Document.

(g) Type of facility: A Sustainable Incremental Facility shall be a revolving credit facility.

(h) Currency: A Sustainable Incremental Facility shall be available in euro, GBP, SEK, USD and any other currency approved by all Lenders participating in the relevant Sustainable Incremental Facility.

(i) Tenor: The Termination Date of a Sustainable Incremental Facility shall be no earlier than the Termination Date applicable to the Sustainable Revolving Facility as at the date on which that Sustainable Incremental Facility is established.

8.6 Conditions to establishment

(a) The Company shall first offer the Lenders the opportunity to participate in a Sustainable Incremental Facility pro rata to their share of the Total Commitments and shall allow the Lenders not less than 15 Business Days to respond to that offer. If one or more Lenders opts not to participate that Lender's share shall be offered to the other Lenders pro rata, allowing such Lenders not less than 15 Business Days to respond to that offer.

(b) The Company can offer any entity approved by all Lenders or an Eligible Institution the opportunity to participate in the relevant Sustainable Incremental Facility provided that the Company offers the Lenders a right to match any quote provided by such bank or financial institution.

(c) No consent of any Lender is required to establish a Sustainable Incremental Facility which otherwise complies with the terms of this Agreement, other than the consent of the Lender(s) that commit(s) to provide each such Sustainable Incremental Facility.

(d) No Lender shall have any obligation to participate in a Sustainable Incremental Facility, any decision by a Lender to participate in a Sustainable Incremental Facility shall be made in its sole discretion, and a lack of response by a Lender within 15 Business Days of the Company's offer shall be deemed to be a rejection of such request.

(e) The establishment of a Sustainable Incremental Facility will only be effected in accordance with Clause 8.7 (*Establishment of Sustainable Incremental Facility*) if:

(i) on the date of the Sustainable Incremental Facility Notice and on the Establishment Date:

(A) no Event of Default is continuing or would result from the establishment of the proposed Sustainable Incremental Facility;

(B) the Repeating Representations to be made by each Obligor are true in all material respects (or, to the extent a materiality test applies, all respects);

(ii) each Sustainable Incremental Facility Lender enters into the documentation required for it to accede as a party to the Intercreditor Agreement;

(iii) each Sustainable Incremental Facility Lender delivers a Sustainable Incremental Facility Lender Certificate to the Agent and the Company; and

(iv) the Agent has received in form and substance satisfactory to it (acting reasonably) such documents (if any) as are reasonably necessary as a result of the establishment of that Sustainable Incremental Facility to maintain the effectiveness of the Security, guarantees, indemnities and other assurance against loss provided to the Finance Parties pursuant to the Finance Documents.

(f) The Agent shall notify the Company and the Lenders promptly upon being satisfied under paragraph (e)(iii) above.

(g) Other than to the extent that the Majority Lenders notify the Agent in writing to the contrary before the Agent gives the notification described in paragraph (f) above, the Lenders authorise (but do not require) the Agent to give that notification. The Agent

shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

8.7 Establishment of Sustainable Incremental Facility

(a) If the applicable conditions set out in this Agreement have been met the establishment of a Sustainable Incremental Facility is effected in accordance with paragraph (c) below when the Agent executes an otherwise duly completed Sustainable Incremental Facility Notice. The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Sustainable Incremental Facility Notice appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Sustainable Incremental Facility Notice.

(b) The Agent shall only be obliged to execute a Sustainable Incremental Facility Notice delivered to it by the Company once it is satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the establishment of the relevant Sustainable Incremental Facility.

(c) On the Establishment Date:

(i) subject to the terms of this Agreement the Sustainable Incremental Facility Lenders make available a Base Currency facility in an aggregate amount equal to the Total Sustainable Incremental Facility Commitments specified in the Sustainable Incremental Facility Notice which will be available to the Borrowers specified in the Sustainable Incremental Facility Notice;

(ii) each Sustainable Incremental Facility Lender shall assume all the obligations of a Lender corresponding to the Sustainable Incremental Facility Commitment (the "**Assumed Sustainable Incremental Facility Commitment**") specified opposite its name in the Sustainable Incremental Facility Notice as if it had been an Original Lender in respect of that Sustainable Incremental Facility Commitment;

(iii) each of the Obligors and each Sustainable Incremental Facility Lender shall assume obligations towards one another and/or acquire rights against one another as the Obligors and that Sustainable Incremental Facility Lender would have assumed and/or acquired had that Sustainable Incremental Facility Lender been an Original Lender in respect of the Assumed Sustainable Incremental Facility Commitment;

(iv) each Sustainable Incremental Facility Lender and each of the other Finance Parties shall assume obligations towards one another and acquire rights against one another as that Sustainable Incremental Facility Lender and those Finance Parties would have assumed and/or acquired had the Sustainable Incremental Facility Lender been an Original Lender in respect of the Assumed Sustainable Incremental Facility Commitment; and

(v) each Sustainable Incremental Facility Lender shall become a Party as a "Lender".

8.8 Notification of establishment

The Agent shall, as soon as reasonably practicable after the establishment of a Sustainable Incremental Facility notify the Company and the Lenders of that establishment and the Establishment Date of that Sustainable Incremental Facility.

8.9 Sustainable Incremental Facility fees

(a) The Company shall pay to the Agent (for its own account) a fee in the amount and at the time agreed in a Fee Letter.

(b) Subject to Clause 8.5 (*Restrictions on Sustainable Incremental Facility Terms and fees*) the Company may:

(i) pay to any Sustainable Incremental Facility Lender under a Sustainable Incremental Facility a fee in the amount and at the times agreed between the Company and that Sustainable Incremental Facility Lender in a Fee Letter; and

(ii) pay to any arranger of any Sustainable Incremental Facility a fee in the amount and at the times agreed between the Company and that arranger in a Fee Letter.

8.10 Sustainable Incremental Facility costs and expenses

The Company shall, within five days of demand, pay the Agent and the Security Agent the amount of all costs and expenses (including external legal fees, subject to any fee cap and/or estimate approved by the Company in writing in advance) reasonably incurred by either of them and, in the case of the Security Agent, by any Receiver or Delegate in connection with the establishment of a Sustainable Incremental Facility under this Clause 8.

8.11 Prior amendments binding

Each Sustainable Incremental Facility Lender, by executing a Sustainable Incremental Facility Notice, confirms for the avoidance of doubt, that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on which the establishment of the Sustainable Incremental Facility requested in that Sustainable Incremental Facility Notice became effective in accordance with this Agreement and that it is bound by that decision to the same extent as it would have been had it been an Original Lender.

8.12 Limitation of responsibility

Clause 26.5 (*Limitation of Responsibility of Existing Lenders*) shall apply mutatis mutandis in this Clause 8 in relation to any Sustainable Incremental Facility Lender as if references in that Clause to:

(a) an "Existing Lender" were references to all the Lenders immediately prior to the Establishment Date;

(b) the "New Lender" were references to a "Sustainable Incremental Facility Lender"; and

(c) a "re-transfer" and "re-assignments" were references respectively to a "transfer" and "assignment".

8A Incremental Equivalent Debt

8A.1 Incremental Equivalent Debt

DO NOT DELETE – NEEDED FOR NUMBERING BELOW

(a) The Company may from time to time after the 2023 Effective Date, upon notice by the Company to the Agent, specifying in reasonable detail the proposed terms thereof, request to issue or incur one or more series of senior secured, senior unsecured, senior subordinated or subordinated notes or loans or any other indebtedness (which notes or loans or other indebtedness, if secured, shall be secured by Security over the Charged Property on a first lien "equal and ratable" basis over the same (or less) Transaction

Security that secures the Sustainable Facilities) and guaranteed only by Guarantors or entities who become Guarantors, and provided that such notes or loans or other indebtedness may not be in the form of a revolving facility or revolving indebtedness (such notes or loans or other indebtedness, collectively, as permitted under this Agreement, "**Incremental Equivalent Debt**") in an amount not to exceed the Incremental Equivalent Amount (at the time of incurrence) provided that any Incremental Equivalent Debt Incurred pursuant to this Clause 8A (*Incremental Equivalent Debt*), unless the Company elects otherwise:

(i) with respect to any Incremental Equivalent Debt raised on or before the date falling 120 days after the 2023 Effective Date as part of the syndication of the Term Loan B Facility, to reduce the Freebie Incremental Facility (and provided further that the Freebie Incremental Facility shall be reduced to zero at all times after the date falling 120 days after the 2023 Effective Date); and

(ii) with respect to any other Incremental Equivalent Debt:

(A) will count, first, to reduce the amount available under the Ratio-Based Incremental Facilities (to the extent permitted by the pro forma calculation of the applicable ratio) and second to reduce the maximum amount under the Prepayment-Based Incremental Facility;

(B) Incremental Equivalent Debt pursuant to this Clause 8A (*Incremental Equivalent Debt*) may be incurred under the Ratio-Based Incremental Facilities and the Prepayment-Based Incremental Facilities, and proceeds from any such incurrence may be utilized in a single transaction, by first calculating the incurrence under the Ratio-Based Incremental Facilities (without inclusion of any amounts utilized pursuant to the Prepayment-Based Incremental Facility) and then calculating the incurrence under the Prepayment-Based Incremental Facility; and

(C)

(1) all or any portion of Incremental Equivalent Debt originally designated as incurred under the Prepayment-Based Incremental Facility shall automatically cease to be deemed incurred under the Prepayment-Based Incremental Facility and shall instead be deemed incurred under the Ratio-Based Incremental Facility from and after the first date on which the relevant Term Loan B Borrower would be permitted to incur all or such portion, as applicable, of the aggregate principal amount of such Incremental Equivalent Debt being so redesignated under the Ratio-Based Incremental Facility (which, for the avoidance of doubt, shall have the effect of increasing the Prepayment-Based Incremental Facility by the Dollar Amount of such redesignated Incremental Equivalent Debt); and

(2) the Company may otherwise classify, and may later reclassify, all or any portion of Financial Indebtedness as incurred as a Prepayment-Based Incremental Facility or Ratio-Based Incremental Facility on the date of incurrence and thereafter to the extent otherwise permitted on the date of such classification (or the date of any such reclassification).

The Company may appoint any person that is not an Affiliate of a member of the Group as arranger of such Incremental Equivalent Debt (such person (who may be the Agent, if it so agrees), the "**Incremental Equivalent Debt Arranger**").

(b) As a condition precedent to the incurrence of any Incremental Equivalent Debt pursuant to this Clause 8A (*Incremental Equivalent Debt*):

(i) such Incremental Equivalent Debt shall only be incurred by the Original Borrower or Oatly Inc. and shall not be guaranteed by any person that is not a Guarantor or that does not become a Guarantor;

(ii) such Incremental Equivalent Debt shall be subject to the Intercreditor Agreement;

(iii) such Incremental Equivalent Debt shall have a final maturity no earlier than the latest of (A) the then Termination Date of any Sustainable Facility, and (B) the termination date under the Term Loan B Credit Agreement as at the 2023 Effective Date;

(iv) if the repayment profile for such Incremental Equivalent Debt is amortising and has scheduled repayment instalments falling prior to the then Termination Date for any Sustainable Facility, such amortisation shall not exceed 2.00 per cent. of the original principal amount of the relevant Incremental Equivalent Debt per annum;

(v) [reserved];

(vi) [reserved];

(vii) after giving pro forma effect to the incurrence of such Incremental Equivalent Debt, the Maximum Incremental Amount Condition shall be satisfied;

(viii) [reserved];

(ix) subject to (iii), (iv) and (vii) above with respect to final maturity, the amortization schedules, any fees payable in connection with such Incremental Equivalent Debt and all other terms of such Incremental Equivalent Debt will be as agreed between the relevant Obligor and the applicable providers of such Incremental Equivalent Debt; provided, that notwithstanding the foregoing, such Incremental Equivalent Debt shall not have covenants and events of default (excluding pricing and optional prepayment and redemption terms) that are more restrictive (as determined by the Company in good faith) when taken as a whole than the covenants and events of default applicable to the Sustainable Revolving Facility and Sustainable Incremental Facility unless such more restrictive covenants and/or events of default (x) are incorporated into this Agreement (or any other applicable Finance Document) for the benefit of all existing Lenders (to the extent applicable to such Lender) without further amendment requirements (which amendment may be effected by the Company and the Agent) or (y) are applicable only to periods after the Termination Date of the Sustainable Revolving Facility and Sustainable Incremental Facility provided further that to the extent that any Incremental Equivalent Debt has the benefit of a financial covenant that is tested prior to the Termination Date of the Sustainable Revolving Facility and Sustainable Incremental Facility, such financial covenant shall be incorporated into this Agreement (or any other applicable Finance Document) for the benefit of all existing Lenders without further amendment requirements. Subject to the foregoing, the conditions precedent to each such incurrence shall be agreed to by the applicable creditors providing such Incremental Equivalent Debt and the relevant Obligor; and

(x) notwithstanding the foregoing, in the case of any Incremental Equivalent Debt established using the Freebie Incremental Facility, (i) such Incremental Equivalent Debt shall not be arranged or provided (whether at the initial funding or syndication thereof) by any Affiliate of the Original Borrower or any Material Equityholder, (ii) such Incremental Equivalent Debt shall be implemented by way of an increase to the Term Loan B Facility and the applicable Incremental Equivalent Debt shall be the same tranche as the Term Loan B Facility, (iii) except as specified in clause (iv), the applicable Incremental Equiavlent Debt shall have identical terms as the Term Loan B Facility and (iv) the All-in Yield (as defined in the Term Loan B Facility Agreement (in its form as at the 2023 Effective Date)) payable by the Term Loan B Borrowers applicable to such Incremental Equivalent Debt shall be determined by the Original Borrower and the lenders providing such Incremental Equivalent Debt, and shall not be higher than the corresponding All-in Yield payable by the Term Loan B Borrowers for the Term Loan B Facility, unless the All-in Yield with respect to the Term Loan B Facility are increased to the amount necessary so that there is no difference between All-in Yield with respect to such Incremental Equivalent Debt and the corresponding All-in Yield on the Term Loan B Facility.

(c) The Lenders hereby authorize the Agent and the Incremental Equivalent Debt Arranger (and the Lenders hereby authorize the Agent and the Incremental Equivalent Debt Arranger to execute and deliver such amendments) to enter into amendments to this Agreement and the other Finance Documents with the relevant Obligors as may be necessary, desirable or appropriate in order to secure any Incremental Equivalent Debt with the Transaction Security and/or to make such technical amendments as may be necessary, desirable or appropriate in the reasonable opinion of the Incremental Equivalent Debt Arranger and the Original Borrower in connection with the incurrence of such Incremental Equivalent Debt, in each case on terms consistent with this Clause 8A (*Incremental Equivalent Debt*). If the Incremental Equivalent Debt Arranger is not the Agent, the actions authorized to be taken by the Incremental Equivalent Debt Arranger herein shall be done with the consent of the Agent (not to be unreasonably withheld) and, with respect to applicable documentation (including amendments to this Agreement and the other Finance Documents), any comments to such documentation reasonably requested by the Agent shall be reflected therein.

Section 4
Repayment, Prepayment and Cancellation

9. Repayment

9.1 Repayment of Loans

(a) Each Borrower which has drawn a Sustainable Revolving Facility Loan shall repay that Loan on the last day of its Interest Period.

(b) Without prejudice to each Borrower's obligation under paragraph (a) above, if:

(i) one or more Sustainable Revolving Facility Loans are to be made available to a Borrower:

(A) on the same day that a maturing Sustainable Revolving Facility Loan is due to be repaid by that Borrower;

(B) in the same currency as the maturing Sustainable Revolving Facility Loan (unless it arose as a result of the operation of Clause 6.2 (*Unavailability of a Currency*)); and

(C) in whole or in part for the purpose of refinancing the maturing Sustainable Revolving Facility Loan; and

(ii) the proportion borne by each Lender's participation in the maturing Sustainable Revolving Facility Loan to the amount of that maturing Sustainable Revolving Facility Loan is the same as the proportion borne by that Lender's participation in the new Sustainable Revolving Facility Loans to the aggregate amount of those new Sustainable Revolving Facility Loans,

the aggregate amount of the new Sustainable Revolving Facility Loans shall, unless the Company notifies the Agent to the contrary in the relevant Utilisation Request, be treated as if applied in or towards repayment of the maturing Sustainable Revolving Facility Loan so that:

(A) if the amount of the maturing Sustainable Revolving Facility Loan exceeds the aggregate amount of the new Sustainable Revolving Facility Loans:

(1) the relevant Borrower will only be required to make a payment under Clause 31.1 (*Payments to the Agent*) in an amount in the relevant currency equal to that excess; and

(2) each Lender's participation in the new Sustainable Revolving Facility Loans shall be treated as having been made available and applied by the Borrower in or towards repayment of that Lender's participation in the maturing Sustainable Revolving Facility Loan and that Lender will not be required to make a payment under Clause 31.1 (*Payments to the Agent*) in respect of its participation in the new Sustainable Revolving Facility Loans; and

(B) if the amount of the maturing Sustainable Revolving Facility Loan is equal to or less than the aggregate amount of the new Loans:

(1) the relevant Borrower will not be required to make a payment under Clause 31.1 (*Payments to the Agent*); and

(2) each Lender will be required to make a payment under Clause 31.1 (*Payments to the Agent*) in respect of its participation in the new Sustainable Revolving Facility Loans only to the extent that its participation in the new Sustainable Revolving Facility Loans exceeds that Lender's participation in the maturing Sustainable Revolving Facility Loan and the remainder of that Lender's participation in the new Sustainable Revolving Facility Loans shall be treated as having been made available and applied by the Borrower in or towards repayment of that Lender's participation in the maturing Sustainable Revolving Facility Loan.

(c) At any time when a Lender becomes a Defaulting Lender, the maturity date of each of the participations of that Lender in Loans then outstanding will be automatically extended to the Termination Date applicable to that Sustainable Facility and will be treated as separate Loans (the "**Separate Loans**") denominated in the currency in which the relevant participations are outstanding.

(d) If the Borrower makes a prepayment of a Loan pursuant to Clause 10.5 (*Voluntary Prepayment of Loans*), a Borrower to whom a Separate Loan is outstanding may prepay that Loan by giving not less than five Business Days' prior notice to the Agent. The proportion borne by the amount of the prepayment of the Separate Loan to the amount of the Separate Loans shall not exceed the proportion borne by the amount of the prepayment of the Loan to the Loans. The Agent will forward a copy of a prepayment notice received in accordance with this paragraph (d) to the Defaulting Lender concerned as soon as practicable on receipt.

(e) Interest in respect of a Separate Loan will accrue for successive Interest Periods selected by the Borrower by the time and date specified by the Agent (acting reasonably) and will be payable by that Borrower to the Agent (for the account of that Defaulting Lender) on the last day of each Interest Period of that Loan.

(f) The terms of this Agreement relating to Loans generally shall continue to apply to Separate Loans other than to the extent inconsistent with paragraphs (c) to (e) above, in which case those paragraphs shall prevail in respect of any Separate Loan.

(g) The Borrowers under a Sustainable Incremental Facility shall repay the Sustainable Incremental Facility Loans under that Sustainable Incremental Facility in accordance with the repayment terms set out in the Sustainable Incremental Facility Notice relating to that Sustainable Incremental Facility.

9.2 Extension Option

(a) The Company may request that the Termination Date in respect of any Sustainable Facility be extended to the date falling one (1) calendar year after the Termination Date subject to the terms of this Clause 9.2 (the "**Extension Request**") by giving notice to the Agent not less than 45 days (and not more than 90 days) prior to the date falling two (2) years and six (6) Months after the 2023 Effective Date (the "**Extension Option**").

(b) The Extension Request shall be irrevocable and the Agent shall promptly notify each Lender upon receipt of the Extension Request.

(c) Each Lender participating in the relevant Sustainable Facility shall notify the Agent of its decision (which shall be in its sole discretion) whether or not to agree to the Extension Request by no later than the date falling 25 days prior to the date falling two (2) years and six (6) Months after the 2023 Effective Date (the "**Response Date**") (and,

if any Lender has not notified the Agent of its acceptance of the Extension Request on or before such date, it shall be deemed to have refused the Extension Request) and the Agent shall promptly notify the Company whether or not each Lender participating in the relevant Sustainable Facility has agreed to the Extension Request.

(d) Promptly, and in any event, within ten (10) Business Days, following receipt of notification from the Agent pursuant to paragraph (c) above, the Company may elect by notice to the Agent to accept the extension offered by all the relevant Lender(s) (each an "**Extending Lender**"), in which case the Termination Date applicable to the relevant Sustainable Facility shall be extended in relation to the Commitments and participations of such Extending Lender(s) to the date falling four (4) years and six (6) Months after the 2023 Effective Date.

9.3 Non-Extending Lenders

(a) If an extension is not agreed between the Company and any Lender pursuant to Clause 9.2 (*Extension Option*) (in its own discretion) (each such Lender being a "**Non-Extending Lender**"), the Agent shall offer the Non-Extending Lender's Commitment and its participation in the Loans to each Extending Lender by 5.00 p.m. on the date falling two (2) Business Days after the relevant Response Date (the "**Assumption Offer Date**") and such offer shall be made to each Extending Lender on a pro rata basis (based on the existing Commitments of the relevant Extending Lenders immediately prior to the relevant Extension Request). Each relevant Extending Lender shall inform the Agent by 3.00 p.m. on the date falling ten Business Day after the Assumption Offer Date (the "**Non-Extending Lender Response Date**") if it wishes (in its own discretion) to assume all or part of its pro rata portion of the Non-Extending Lender's Commitment and its participation in the Loans and:

(i) any Non-Extending Lender shall (to the extent permitted by law), within 10 days of the Non-Extending Lender Response Date, transfer pursuant to Clause 26 (*Changes to the Lenders*) the pro rata portion of its rights and obligations under this Agreement to an Extending Lender which confirms its willingness to assume and does assume all the obligations of the Non-Extending Lender in accordance with Clause 26 (*Changes to the Lenders*) for a purchase price in cash payable at the time of the transfer in an amount equal to the outstanding principal amount of such Non-Extending Lender's participation in the outstanding Loans and all accrued interest (to the extent that the Agent has not given a notification under Clause 26.12 (*Pro rata interest settlement*)), Break Costs (if any) and other amounts payable in relation thereto under the Finance Documents; and

(ii) the Termination Date applicable to the relevant Sustainable Facility shall be the Termination Date applicable to such Sustainable Facility prior to the exercise of any Extension Option with respect of any portion of the Non-Extending Lender's Commitment and its participation in the Loans which shall not be transferred to an Extending Lender.

(b) The Agent shall as soon as practicable notify the Company of the responses from the Extending Lenders and (if any) the amount of the Non-Extending Lender's Commitment and its participation in the Loans which shall not been transferred to an Extending Lender.

(c) Notwithstanding any other provision in this Agreement:

(i) no request for a further extension shall extend the Termination Date relevant beyond the date falling four (4) years and six (6) Months after the 2023 Effective Date; and

(ii) the Lenders will only be obliged to comply with the provisions of Clauses 9.2 to 9.3 if on the date of the relevant Extension Request and on the date the relevant Extension Request takes effect no Event of Default is continuing.

(d) If any Lender does not agree to the relevant Extension Request and is not required to transfer its rights and obligations pursuant to paragraph (a)(i) above, its participation in any outstanding Loan shall be repaid in accordance with Clause 9.1 (*Repayment of Loans*).

(e) If any extension is agreed in accordance with Clause 9.2 to 9.3, the Company shall pay to the Agent (for the account of the relevant Lender) a fee in respect of each year by which the Termination Date is extended of 0.25 per cent. flat on the amount of Commitment of each Lender whose Commitment is extended or who has assumed a Non-Extending Lender's Commitment and participation in the outstanding Loans in accordance with paragraph (a)(i) above. That fee shall be payable on the fifth Business Day after the Company notifies the Agent in accordance with paragraph (d) of Clause 9.2.

10. Prepayment and Cancellation

10.1 Illegality

If, in any applicable jurisdiction, it becomes unlawful for any Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain its participation in any Loan or it becomes unlawful for any Affiliate of a Lender for that Lender to do so:

(a) that Lender shall promptly notify the Agent upon becoming aware of that event;

(b) upon the Agent notifying the Company, the Available Commitment of that Lender will be immediately cancelled; and

(c) to the extent that the Lender's participation has not been transferred pursuant to paragraph (d) of Clause 10.6 (*Right of Replacement or Repayment and Cancellation in Relation to a Single Lender*), each Borrower shall repay that Lender's participation in the Loans made to that Borrower on the last day of the Interest Period for each Loan occurring after the Agent has notified the Company or, if earlier, the date specified by the Lender in the notice delivered to the Agent (being no earlier than the last day of any applicable grace period permitted by law) and that Lender's corresponding Commitment shall be immediately cancelled in the amount of the participations repaid.

10.2 Sanctions and anti-corruption

If (i) any member of the Group is or becomes a Restricted Party or violates any applicable Sanctions which, in each case, is reasonably likely to result in that a Lender (or any of its Affiliates) violates any applicable Sanctions or becomes a Restricted Party, (ii) the use of the proceeds from a Loan being reasonably likely to cause the Lender (or any of its Affiliates) to violate any applicable Sanctions or become a Restricted Party, (iii) any member of the Group does not comply with any undertaking in Clause 24.12 (*Anti-corruption law*), or (iv) any representation pursuant to Clause 21.14 (*Anti-corruption law*) made or deemed to be made by any member of the Group is or proves to have been incorrect or misleading when made or deemed to be made, then:

(a) that Lender may (in its sole discretion) promptly notify the Agent upon becoming aware of that event;

(b) that Lender shall not be obliged to fund a Utilisation and upon the Agent notifying the Company, each Available Commitment of that Lender will be immediately cancelled; and

(c) to the extent that the Lender's participation has not been transferred pursuant to Clause 37.6 (*Replacement of Lender*) and as permitted by applicable law (including Sanctions), each Borrower shall repay that Lender's participation in the Loans made to that Borrower on the last day of the Interest Period for each Loan occurring after the Agent has notified the Company or, if earlier, the date specified by the Lender in the notice delivered to the Agent (being no earlier than the last day of any applicable grace period permitted by law) and that Lender's corresponding Commitment(s) shall be cancelled in the amount of the participations repaid.

Any provision of this Clause 10.2 shall not apply to or in favour of any person if and to the extent it would result in a breach, by or in respect of that person, of any applicable Blocking Law.

10.3 Change of Control and delisting

(a) If at any time:

(i) any person or group of persons acting in concert gains direct or indirect control of the Company;

(ii) the Company ceases to be listed on The Nasdaq Global Select Market or any successor thereto;

(iii) the Company ceases to hold directly 100% of the shares in CEBA (excluding, for the purpose of the foregoing, the two (2) ordinary shares in CEBA held by individuals); or

(iv) CEBA ceases to hold directly 100% of the shares in the Original Borrower,

then:

(A) the Company shall promptly notify the Agent upon becoming aware of that event;

(B) a Lender shall not be obliged to fund a Utilisation (except for a Rollover Loan); and

(C) if a Lender so requires and notifies the Agent within 30 days of the Company notifying the Agent of the event, the Agent shall, by not less than 30 days' notice to the Company, cancel the Available Commitment of that Lender and declare the participation of that Lender in all Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents immediately due and payable, whereupon such Available Commitments will be immediately cancelled, the Commitment of that Lender shall immediately cease to be available for further utilisation and all such Loans, accrued interest and other amounts shall become immediately due and payable.

(b) For the purpose of paragraph (a) above "**control**" means:

(i) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:

(A) cast, or control the casting of, more than one-half of the maximum number of votes that might be cast at a general meeting of the Company;

(B) appoint or remove all, or the majority, of the directors or other equivalent officers of the Company; or

(C) give directions with respect to the operating and financial policies of the Company with which the directors or other equivalent officers of the Company are obliged to comply; or

(ii) the holding beneficially of more than 50 per cent. of the issued share capital of the Company (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

(c) For the purpose of paragraph (a) above "**acting in concert**" means, a group of persons who, pursuant to an agreement or understanding (whether formal or informal) actively co-operate, through the acquisition directly or indirectly of shares in the Company by any of them, either directly or indirectly, to obtain or consolidate control of the Company.

10.4 Voluntary Cancellation

The Company may, if it gives the Agent not less than five Business Days' (or such shorter period as the Majority Lenders may agree) prior notice, cancel the whole or any part (being a minimum amount of SEK 50,000,000 (or its equivalent in other currencies)) of the Available Facility. Any cancellation under this Clause 10.4 shall reduce the Commitments of the Lenders rateably.

10.5 Voluntary Prepayment of Loans

(a) Subject to paragraph (b) below, the Borrower to which a Loan has been made may, if it gives the Agent not less than:

(i) in the case of a Term Rate Loan, five Business Days' (or such shorter period as the Majority Lenders may agree) prior notice; or

(ii) in the case of a Compounded Rate Loan five RFR Banking Days' (or such shorter period as the Majority Lenders may agree) prior notice,

prepay the whole or any part of a Loan (but if in part, being an amount that reduces the Base Currency Amount of the Loan by a minimum amount of SEK 50,000,000 (or its equivalent in other currencies)).

(b) A Borrower shall not be permitted to prepay any Compounded Rate Loan under paragraph (a) above, if such prepayment would result in more than three Compounded Rate Loans having been prepaid (whether in whole or in part) within a period of 12 Months.

10.6 Right of Replacement or Repayment and Cancellation in Relation to a Single Lender

(a) If:

(i) any sum payable to any Lender by an Obligor is required to be increased under paragraph (c) of Clause 15.2 (*Tax Gross-Up*); or

(ii) any Lender claims indemnification from the Company under Clause 15.3 (*Tax Indemnity*) or Clause 16.1 (*Increased Costs*),

the Company may, whilst the circumstance giving rise to the requirement for that increase or indemnification continues, give the Agent notice of cancellation of the Commitment of that Lender and its intention to procure the repayment of that Lender's participation in the Loans or give the Agent notice of its intention to replace that Lender in accordance with paragraph (d) below.

(b) On receipt of a notice of cancellation referred to in paragraph (a) above, the Available Commitment of that Lender shall be immediately reduced to zero.

(c) On the last day of each Interest Period which ends after the Company has given notice of cancellation under paragraph (a) above (or, if earlier, the date specified by the Company in that notice), each Borrower to which a Loan is outstanding shall repay that Lender's participation in that Loan and that Lender's corresponding Commitment shall be immediately cancelled in the amount of the participations repaid.

(d) If:

(i) any of the circumstances set out in paragraph (a) above apply to a Lender; or

(ii) an Obligor becomes obliged to pay any amount in accordance with Clause 10.1 (*Illegality*) to any Lender,

the Company may on five Business Days' prior notice to the Agent and that Lender, replace that Lender by requiring that Lender to (and, to the extent permitted by law, that Lender shall) transfer pursuant to Clause 26 (*Changes to the Lenders*) all (and not part only) of its rights and obligations under this Agreement to an Eligible Institution which confirms its willingness to assume and does assume all the obligations of the transferring Lender in accordance with Clause 26 (*Changes to the Lenders*) for a purchase price in cash payable at the time of the transfer in an amount equal to the outstanding principal amount of such Lender's participation in the outstanding Loans and all accrued interest (to the extent that the Agent has not given a notification under Clause 26.12 (*Pro Rata Interest Settlement*)), Break Costs and other amounts payable in relation thereto under the Finance Documents.

(e) The replacement of a Lender pursuant to paragraph (d) above shall be subject to the following conditions:

(i) the Company shall have no right to replace the Agent;

(ii) neither the Agent nor any Lender shall have any obligation to find a replacement Lender;

(iii) in no event shall the Lender replaced under paragraph (d) above be required to pay or surrender any of the fees received by such Lender pursuant to the Finance Documents; and

(iv) the Lender shall only be obliged to transfer its rights and obligations pursuant to paragraph (d) above once it is satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to that transfer.

(f) A Lender shall perform the checks described in paragraph (e)(iv) above as soon as reasonably practicable following delivery of a notice referred to in paragraph (d) above and shall notify the Agent and the Company when it is satisfied that it has complied with those checks.

10.7 Right of cancellation in relation to a Defaulting Lender

(a) If any Lender becomes a Defaulting Lender, the Company may, at any time whilst the Lender continues to be a Defaulting Lender, give the Agent five Business Days' notice of cancellation of each Available Commitment of that Lender.

(b) On the notice referred to in paragraph (a) above becoming effective, each Available Commitment of the Defaulting Lender shall be immediately reduced to zero.

(c) The Agent shall as soon as practicable after receipt of a notice referred to in paragraph (a) above, notify all the Lenders.

10.8 Restrictions

(a) Any notice of cancellation or prepayment given by any Party under this Clause 10 shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.

(b) Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and, subject to any Break Costs, without premium or penalty.

(c) Unless a contrary indication appears in this Agreement, any part of the Sustainable Revolving Facility which is prepaid or repaid may be reborrowed in accordance with the terms of this Agreement.

(d) The Borrowers shall not repay or prepay all or any part of the Loans or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.

(e) Subject to Clause 2.3 (*Increase*), no amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.

(f) If the Agent receives a notice under this Clause 10 it shall promptly forward a copy of that notice to either the Company or the affected Lender, as appropriate.

(g) If all or part of any Lender's participation in a Loan under a Sustainable Revolving Facility is repaid or prepaid and is not available for redrawing (other than by operation of Clause 4.2 (*Further Conditions Precedent*)), an amount of that Lender's Commitment (equal to the Base Currency Amount of the amount of the participation which is repaid or prepaid) in respect of that Sustainable Revolving Facility will be deemed to be cancelled on the date of repayment or prepayment.

10.9 Application of Prepayments

Any prepayment of a Loan pursuant to Clause 10.5 (*Voluntary Prepayment of Loans*) shall be applied pro rata to each Lender's participation in that Loan.

Section 5
Costs of Utilisations

11. Interest

11.1 Calculation of Interest – Term Rate Loans

The rate of interest on each Term Rate Loan for an Interest Period is the percentage rate per annum which is the aggregate of the applicable:

(a) Margin; and

(b) Term Reference Rate.

11.2 Calculation of Interest – Compounded Rate Loans

(a) The rate of interest on each Compounded Rate Loan for any day during an Interest Period is the percentage rate per annum which is the aggregate of the applicable:

(i) Margin; and

(ii) Compounded Reference Rate for that day.

(b) If any day during an Interest Period for a Compounded Rate Loan is not an RFR Banking Day, the rate of interest on that Compounded Rate Loan for that day will be the rate applicable to the immediately preceding RFR Banking Day.

11.3 Sustainability adjustments

(a) With effect from (and including) any Sustainability Effective Date, up to (but excluding) the following Sustainability Effective Date, and subject to paragraphs (c) and (d) below, the Margin shall be adjusted (or not, as the case may be), according to the number of Target Values for each Sustainability Indicator achieved by the Group for the relevant financial year (as set out in the Sustainability Compliance Certificate for that financial year) (the "**Relevant Financial Year**") as follows:

(i) if all four Target Values for the Relevant Financial Year are achieved, the Margin shall be reduced by 0.1 percentage points;

(ii) if three of the Target Values for the Relevant Financial Year are achieved, the Margin shall be reduced by 0.05 percentage points;

(iii) if two of the Target Values for the Relevant Financial Year are achieved, the Margin shall remain unchanged;

(iv) if one of the Target Values for the Relevant Financial Year is achieved, the Margin shall be increased by 0.05 percentage points; and

(v) if none of the Target Values for the Relevant Financial Year is achieved, the Margin shall be increased by 0.1 percentage points.

(b) For the avoidance of doubt, there shall be no limit on the number of levels that the Margin can increase or decrease on each Sustainability Effective Date.

(c) If the Company fails to deliver to the Agent a Sustainability Compliance Certificate in accordance with paragraph (a) of Clause 22.3 (*Sustainability Compliance Certificate*), the Realised Value for each Sustainability Indicator in respect of the financial year in relation to which the Company has failed to deliver such Sustainability Compliance

Certificate shall be deemed to be zero and the Margin shall be increased in accordance with paragraph (a)(iv) above.

(d) If any member of the Group sells, leases, transfers or otherwise disposes of an asset, or completes an acquisition, which in each case, in the opinion of the Company (acting reasonably and in good faith), is likely to affect any of the Target Values for a financial year, the Company shall promptly notify the Agent, and the Company and the Agent (acting on the instructions of the Lenders) shall negotiate in good faith to make such adjustments to any of the Target Values for that financial year as the Company and the Agent (acting on the instructions of the Majority Lenders), consider appropriate.

(e) If at any time the Target Values for each Sustainability Indicator to be achieved by the Group in a Relevant Financial Year:

(i) are no longer available,

(ii) cannot be calculated; or

(iii) are determined to no longer be appropriate,

in each case, such determination been made (reasonably and in good faith) by the Company or the Agent (acting on the instructions of the Majority Lenders) upon notice to the other Party, (the date of such notice being, the "**Target Value Disruption Notification Date**"), as soon as practicable from the Target Value Disruption Notification Date, the Company and the Agent (acting on the instructions of the Majority Lenders), shall enter into negotiations in good faith with a view to agreeing such amendments to the Target Values for each Sustainability Indicator to be achieved by the Group in a Relevant Financial Year, as are considered necessary to give the Lenders substantially equivalent protection, or the Group substantially equivalent benefits, to that contemplated at date of the 2023 Amendment and Restatement Agreement, provided that where such amendments to the Target Values are not agreed by such persons and implemented within three Months of the Target Value Disruption Notification Date (or such other period as agreed between the Company and the Agent (acting on the instructions of the Majority Lenders)) the terms of this Clause 11.3 shall cease to have effect from the date of the expiry of that period.

11.4 Margin premium for Loans and Unpaid Sums in USD and GBP

Without prejudice to any other provisions of this Agreement, the Margin applicable to any Loan or Unpaid Sum shall be increased by 0.15 percentage points for any such Loan or Unpaid Sum which is denominated in USD or GBP.

11.5 Payment of Interest

(a) The Borrower to which a Loan has been made shall pay accrued interest on that Loan on the last day of each Interest Period.

(b) If the Compliance Certificate received by the Agent which relates to the relevant Annual Report shows that a higher Margin should have applied during a certain period, then the Company shall (or shall ensure the relevant Borrower shall) promptly pay to the Agent any amounts necessary to put the Agent and the Lenders in the position they would have been in had the appropriate rate of the Margin applied during such period (with no compensation to entities who are no longer Lenders when the payment should be made).

(c) If the Compliance Certificate received by the Agent which relates to the relevant Annual Report shows that a lower Margin should have applied during a certain period, the next payments of interest falling due on the relevant Utilisations shall be reduced

to the extent necessary to put the Obligors in the position they would have been in if the Margin had been reduced for that period (no reduction should be made in relation to Lenders who were not Lenders when the lower Margin should have applied).

11.6 Default Interest

(a) If an Obligor fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to paragraph (b) below, is 1.00 per cent. per annum higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan in the currency of the overdue amount for successive Interest Periods, each of a duration selected by the Agent (acting reasonably). Any interest accruing under this Clause 11.6 shall be immediately payable by the Obligor on demand by the Agent.

(b) If any overdue amount consists of all or part of a Term Rate Loan which became due on a day which was not the last day of an Interest Period relating to that Loan:

(i) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to that Loan; and

(ii) the rate of interest applying to the overdue amount during that first Interest Period shall be 1.00 per cent. per annum higher than the rate which would have applied if the overdue amount had not become due.

(c) Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

11.7 Notifications

(a) The Agent shall promptly notify the relevant Lenders and the relevant Borrower of the determination of a rate of interest under this Agreement relating to a Term Rate Loan.

(b) The Agent shall promptly upon a Compounded Rate Interest Payment being determinable notify:

(i) the relevant Borrower of that Compounded Rate Interest Payment;

(ii) each relevant Lender of the proportion of that Compounded Rate Interest Payment which relates to that Lender's participation in the relevant Compounded Rate Loan; and

(iii) the relevant Lenders and the relevant Borrower of:

(A) each applicable rate of interest relating to the determination of that Compounded Rate Interest Payment; and

(B) to the extent it is then determinable, the Market Disruption Rate (if any) relating to the relevant Compounded Rate Loan.

This paragraph (b) shall not apply to any Compounded Rate Interest Payment determined pursuant to Clause 13.4 (*Cost of funds*).

(c) The Agent shall promptly notify the relevant Borrower of each Funding Rate relating to a Loan.

(d) The Agent shall promptly notify the relevant Lenders and the relevant Borrower of the determination of a rate of interest relating to a Compounded Rate Loan to which Clause 13.4 (*Cost of funds*) applies.

(e) This Clause 11.7 shall not require the Agent to make any notification to any Party on a day which is not a Business Day.

12. Interest Periods

12.1 Selection of Interest Periods

(a) A Borrower (or the Company on behalf of a Borrower) may select an Interest Period for a Loan in the Utilisation Request for that Loan.

(b) Subject to this Clause 12, a Borrower (or the Company) may select an Interest Period of any period specified in the applicable Reference Rate Terms or any other period agreed between the Company, the Agent and all the Lenders in relation to the relevant Loan.

(c) An Interest Period for a Loan shall not extend beyond the Termination Date applicable to its Sustainable Facility.

(d) Each Interest Period for a Loan shall start on the Utilisation Date.

(e) No Interest Period shall be longer than six Months.

(f) A Loan has one Interest Period only.

(g) The length of an Interest Period of a Term Rate Loan shall not be affected by that Term Rate Loan becoming a "Compounded Rate Loan" for that Interest Period pursuant to Clause 13.1 (*Interest calculation if no Primary Term Rate*).

12.2 Non-Business Days

Any rules specified as "Business Day Conventions" in the applicable Reference Rate Terms for a Loan or Unpaid Sum shall apply to each Interest Period for that Loan or Unpaid Sum.

13. Changes to the Calculation of Interest

13.1 Interest calculation if no Primary Term Rate

(a) Interpolated Primary Term Rate

If no Primary Term Rate is available for the Interest Period of a Term Rate Loan, the applicable Term Reference Rate shall be the Interpolated Primary Term Rate for a period equal in length to the Interest Period of that Loan.

(b) Alternative Term Rate

If paragraph (a) above applies but it is not possible to calculate the Interpolated Primary Term Rate, the applicable Term Reference Rate shall be the aggregate of:

(i) the Alternative Term Rate as of the Quotation Time for a period equal in length to the Interest Period of that Loan; and

(ii) any applicable Alternative Term Rate Adjustment.

(c) Interpolated Alternative Term Rate

If paragraph (b) above applies but no Alternative Term Rate is available for the Interest Period of that Loan, the applicable Term Reference Rate shall be the aggregate of:

(i) the Interpolated Alternative Term Rate for a period equal in length to the Interest Period of that Loan; and

(ii) any applicable Alternative Term Rate Adjustment.

(d) Compounded Reference Rate or cost of funds

If paragraph (c) above applies but it is not possible to calculate the Interpolated Alternative Term Rate then:

(i) if "***Compounded Reference Rate will apply as a fallback***" is specified in the Reference Rate Terms for that Loan and there are Reference Rate Terms applicable to Compounded Rate Loans in the relevant currency:

(A) there shall be no Term Reference Rate for that Loan for that Interest Period and Clause 11.1 (*Calculation of Interest – Term Rate Loans*) will not apply to that Loan for that Interest Period; and

(B) that Loan shall be a "Compounded Rate Loan" for that Interest Period and Clause 11.2 (*Calculation of Interest – Compounded Rate Loans*) shall apply to that Loan for that Interest Period; and

(ii) if:

(A) "Compounded Reference Rate will not apply as a fallback" and

(B) "Cost of funds will apply as a fallback",

are specified in the Reference Rate Terms for that Loan, Clause 13.4 (*Cost of funds*) shall apply to that Loan for that Interest Period.

13.2 Interest calculation if no RFR or Central Bank Rate

If:

(a) there is no applicable RFR or Central Bank Rate for the purposes of calculating the Daily Non-Cumulative Compounded RFR Rate for an RFR Banking Day during an Interest Period for a Compounded Rate Loan; and

(b) "***Cost of funds will apply as a fallback***" is specified in the Reference Rate Terms for that Loan,

Clause 13.4 (*Cost of funds*) shall apply to that Loan for that Interest Period.

13.3 Market disruption

If:

(a) a Market Disruption Rate is specified in the Reference Rate Terms for a Loan; and

(b) before the Reporting Time for that Loan the Agent receives notifications from a Lender or Lenders (whose participations in that Loan exceed 35 per cent. of that Loan) that its cost of funds relating to its participation in that Loan would be in excess of that Market Disruption Rate,

then Clause 13.4 (*Cost of funds*) shall apply to that Loan for the relevant Interest Period.

13.4 Cost of funds

(a) If this Clause 13.4 applies to a Loan for an Interest Period neither Clause 11.1 (*Calculation of Interest – Term Rate Loans*) nor Clause 11.2 (*Calculation of Interest – Compounded Rate Loans*) shall apply to that Loan for that Interest Period and the rate of interest on each Lender's share of that Loan for that Interest Period shall be the percentage rate per annum which is the sum of:

(i) the applicable Margin; and

(ii) the rate notified to the Agent by that Lender as soon as practicable and in any event by the Reporting Time for that Loan, to be that which expresses as a percentage rate per annum its cost of funds relating to its participation in that Loan.

(b) If this Clause 13.4 applies and the Agent or the Company so requires, the Agent and the Company shall enter into negotiations (for a period of not more than thirty days) with a view to agreeing a substitute basis for determining the rate of interest.

(c) Any alternative basis agreed pursuant to paragraph (b) above shall, with the prior consent of all the Lenders and the Company, be binding on all Parties.

(d) If this Clause 13.4 applies pursuant to Clause 13.3 (*Market disruption*) and:

(i) a Lender's Funding Rate is less than the relevant Market Disruption Rate; or

(ii) a Lender does not notify a rate to the Agent by the relevant Reporting Time,

(e) that Lender's cost of funds relating to its participation in that Loan for that Interest Period shall be deemed, for the purposes of paragraph (a) above, to be the Market Disruption Rate for that Loan.

(f) If this Clause 13.4 applies the Agent shall, as soon as is practicable, notify the Company.

13.5 Break Costs

(a) If an amount is specified as Break Costs in the Reference Rate Terms for a Loan or Unpaid Sum, each Borrower shall, within three Business Days of demand by a Finance Party, pay to that Finance Party its Break Costs (if any) attributable to all or any part of that Loan or Unpaid Sum being paid by that Borrower on a day prior to the last day of an Interest Period for that Loan or Unpaid Sum.

(b) Each Lender shall, as soon as reasonably practicable after a demand by the Agent, provide a certificate confirming the amount of its Break Costs for any Interest Period in respect of which they become, or may become, payable.

14. Fees

14.1 Commitment Fee

(a) The Company shall pay to the Agent (for the account of each Lender) a fee in the Base Currency computed at the rate of 35 per cent. per annum of the applicable Margin (excluding, for the avoidance of doubt, any increase pursuant to Clause 11.4 (*Margin premium for Loans and Unpaid Sums in USD and GBP*)) on that Lender's Available Commitment under the Sustainable Revolving Facility for the period from the 2023 Effective Date to and including the date falling one Month prior to the Termination Date in relation to the Sustainable Revolving Facility.

(b) The accrued commitment fee is payable on the last day of each successive period of three Months which ends during the Availability Period, on the last day of the Availability Period and, if cancelled in full, on the cancelled amount of the relevant Lender's Commitment at the time the cancellation is effective.

(c) No commitment fee is payable to the Agent (for the account of a Lender) on any Available Commitment of that Lender for any day on which that Lender is a Defaulting Lender.

14.2 Arrangement Fee

The Company shall pay to the Agent (for the account of the Arrangers) an arrangement fee in the amount and at the times agreed in a Fee Letter.

14.3 Upfront Fee

The Company shall pay to the Agent (for the account of the Original Lenders) an upfront fee in the amount and at the times agreed in a Fee Letter.

14.4 Agency Fee

The Company shall pay to the Agent (for its own account) and to the Security Agent (for its own account) a combined facility agency and security agency fee, in the amount and at the times agreed in a Fee Letter.

14.5 Interest, commission and fees on Ancillary Facilities

The rate and time of payment of interest, commission, fees and any other remuneration in respect of each Ancillary Facility shall, subject to the terms of this Agreement, be determined by agreement between the relevant Ancillary Lender and the Borrower of that Ancillary Facility and be based upon market standard commercial terms prevailing at that time.

14.6 No deal, no fee

No fees, commissions, costs or expenses (unless otherwise agreed pursuant to the relevant Finance Document, and other than any reasonably incurred external legal fees (including any applicable VAT) subject to any fee cap and/or estimate approved by the Company in advance) will be payable unless the 2023 Effective Date occurs.

Section 6
Additional Payment Obligations

15. Tax Gross-Up and Indemnities

15.1 Definitions

In this Agreement:

"**Protected Party**" means a Finance Party which is or will be subject to any liability or required to make any payment for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document.

"**Tax Credit**" means a credit against, relief or remission for, or repayment of, any Tax.

"**Tax Deduction**" means a deduction or withholding for or on account of Tax from a payment under a Finance Document, other than a FATCA Deduction.

"**Tax Payment**" means either the increase in a payment made by an Obligor to a Finance Party under Clause 15.2 (*Tax Gross-Up*) or a payment under Clause 15.3 (*Tax indemnity*).

Unless a contrary indication appears, in this Clause 15 a reference to "determines" or "determined" means a determination made in the absolute discretion of the person making the determination.

15.2 Tax Gross-Up

(a) Each Obligor shall make all payments to be made by it without any Tax Deduction, unless a Tax Deduction is required by law.

(b) The Company shall promptly upon becoming aware that an Obligor must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Agent accordingly. Similarly, a Lender shall notify the Agent on becoming so aware in respect of a payment payable to that Lender. If the Agent receives such notification from a Lender it shall notify the Company and that Obligor.

(c) If a Tax Deduction is required by law to be made by or on behalf of an Obligor, the amount of the payment due from that Obligor shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

(d) If an Obligor is required to make a Tax Deduction, that Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.

(e) Within thirty days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction shall deliver to the Agent for the Finance Party entitled to the payment evidence reasonably satisfactory to that Finance Party that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

15.3 Tax Indemnity

(a) The Company shall (within three Business Days of demand by the Agent) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document.

(b) Paragraph (a) above shall not apply:

(i) with respect to any Tax assessed on a Finance Party:

(A) under the law of the jurisdiction in which that Finance Party is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Finance Party is treated as resident for tax purposes; or

(B) under the law of the jurisdiction in which that Finance Party's Facility Office is located in respect of amounts received or receivable in that jurisdiction,

(ii) if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Finance Party; or

(iii) to the extent a loss, liability or cost:

(A) is compensated for by an increased payment under Clause 15.2 (*Tax Gross-Up*); or

(B) relates to a FATCA Deduction required to be made by a Party.

(c) A Protected Party making, or intending to make a claim under paragraph (a) above shall promptly notify the Agent of the event which will give, or has given, rise to the claim, following which the Agent shall notify the Company.

(d) A Protected Party shall, on receiving a payment from an Obligor under this Clause 15.3 notify the Agent.

15.4 Tax Credit

If an Obligor makes a Tax Payment and the relevant Finance Party determines that:

(a) a Tax Credit is attributable to an increased payment of which that Tax Payment forms part, to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and

(b) that Finance Party has obtained and utilised that Tax Credit,

(c) the Finance Party shall pay an amount to the Obligor which that Finance Party determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Obligor.

15.5 Stamp taxes

The Original Borrower shall pay and, within five Business Days of demand, indemnify each Secured Party against any cost, loss or liability that Secured Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Finance Document, other than in respect of any stamp duty, registration or other similar Taxes payable in respect of an assignment or transfer by a Lender of any of its rights or obligations under a Finance Document.

15.6 VAT

(a) All amounts expressed to be payable under a Finance Document by any Party to a Finance Party which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply and, accordingly, subject to paragraph (b) below, if VAT is or becomes chargeable on any supply made by any Finance Party to any Party under a Finance Document and such Finance Party is required to account to the relevant tax authority

for the VAT, that Party must pay to such Finance Party (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT (and such Finance Party must promptly provide an appropriate VAT invoice to that Party).

(b) If VAT is or becomes chargeable on any supply made by any Finance Party (the "**Supplier**") to any other Finance Party (the "**Recipient**") under a Finance Document, and any Party other than the Recipient (the "**Relevant Party**") is required by the terms of any Finance Document to pay an amount equal to the consideration for that supply to the Supplier (rather than being required to reimburse or indemnify the Recipient in respect of that consideration):

(i) (where the Supplier is the person required to account to the relevant tax authority for the VAT) the Relevant Party must also pay to the Supplier (at the same time as paying that amount) an additional amount equal to the amount of the VAT. The Recipient must (where this paragraph (i) applies) promptly pay to the Relevant Party an amount equal to any credit or repayment the Recipient receives from the relevant tax authority which the Recipient reasonably determines relates to the VAT chargeable on that supply; and

(ii) (where the Recipient is the person required to account to the relevant tax authority for the VAT) the Relevant Party must promptly, following demand from the Recipient, pay to the Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.

(c) Where a Finance Document requires any Party to reimburse or indemnify a Finance Party for any cost or expense, that Party shall reimburse or indemnify (as the case may be) such Finance Party for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that such Finance Party reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority

(d) Any reference in this Clause 15.6 to any Party shall, at any time when such Party is treated as a member of a group or unity (or fiscal unity) for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the person who is treated at that time as making the supply, or (as appropriate) receiving the supply, under the grouping rules (provided for in Article 11 of Council Directive 2006/112/EC (or as implemented by the relevant member state of the European Union) or any other similar provision in any jurisdiction which is not a member state of the European Union) so that a reference to a Party shall be construed as a reference to that Party or the relevant group or unity (or fiscal unity) of which that Party is a member for VAT purposes at the relevant time or the relevant representative member (or head) of that group or unity (or fiscal unity) at the relevant time (as the case may be).

(e) In relation to any supply made by a Finance Party to any Party under a Finance Document, if reasonably requested by such Finance Party, that Party must promptly provide such Finance Party with details of that Party's VAT registration and such other information as is reasonably requested in connection with such Finance Party's VAT reporting requirements in relation to such supply.

15.7 FATCA Information

(a) Subject to paragraph (c) below, each Party shall, within ten Business Days of a reasonable request by another Party:

(i) confirm to that other Party whether it is:

(A) a FATCA Exempt Party; or

(B) not a FATCA Exempt Party;

(ii) supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and

(iii) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation, or exchange of information regime.

(b) If a Party confirms to another Party pursuant to paragraph (a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.

(c) Paragraph (a) above shall not oblige any Finance Party to do anything, and paragraph (a)(iii) above shall not oblige any other Party to do anything, which would or might in its reasonable opinion constitute a breach of:

(i) any law or regulation;

(ii) any fiduciary duty; or

(iii) any duty of confidentiality.

(d) If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with paragraph (a)(i) or (a)(ii) above (including, for the avoidance of doubt, where paragraph (c) above applies), then such Party shall be treated for the purposes of the Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.

15.8 FATCA Deduction

(a) Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.

(b) Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction), notify the Party to whom it is making the payment and, in addition, shall notify the Original Borrower and the Agent and the Agent shall notify the other Finance Parties.

15.9 Other US Tax Information

Each Finance Party shall, as soon as reasonably practicable upon written request by a US Obligor in the event that such US Obligor is going to make an actual payment under this Agreement, use commercially reasonable efforts to provide such Obligor with a properly completed and executed applicable US Tax Form for purposes of establishing exemption from US federal backup withholding tax and will supply additional US Tax Forms upon a reasonable

time following a written request by that Obligor, in each case, to the extent such Finance Party is legally entitled to do so for purposes of establishing exemption from US federal backup withholding tax. Notwithstanding anything to the contrary in this Clause 15.9 (*Other US Tax Information*), the completion, execution and submission of such US Tax Forms shall not be required if in the Finance Party's reasonable judgment such completion, execution or submission would subject such Finance Party to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Finance Party.

16. Increased Costs

16.1 Increased Costs

(a) Subject to Clause 16.3 (*Exceptions*) the Company shall, within five Business Days of a demand by the Agent, pay for the account of a Finance Party the amount of any Increased Costs incurred by that Finance Party or any of its Affiliates as a result of (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation, (ii) compliance with any law or regulation made after the date of this Agreement, or (iii) the implementation or application of or compliance with Basel III or CRD IV or any law or regulation that implements or applies Basel III or CRD IV.

(b) In this Agreement

"**Basel III**" means:

(i) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated;

(ii) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement – Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and

(iii) any further guidance or standards published by the Basel Committee on Banking Supervision relating to "Basel III";

"**CRD IV**" means EU CRD IV and UK CRD IV;

"**EU CRD IV**" means:

(i) Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 ("**CRR**"); and

(ii) Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC ("**CRD**").

"**Increased Costs**" means:

(i) a reduction in the rate of return from a Sustainable Facility or on a Finance Party's (or its Affiliate's) overall capital;

(ii) an additional or increased cost; or

(iii) a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by a Finance Party or any of its Affiliates to the extent that it is attributable to that Finance Party having entered into its Commitment or an Ancillary Commitment or funding or performing its obligations under any Finance Document.

"**UK CRD IV**" means:

(i) CRR as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**Withdrawal Act**");

(ii) the law of the United Kingdom or any part of it, which immediately before IP completion day (as defined in the European Union (Withdrawal Agreement) Act 2020 ("**WAA**")) implemented CRD and its implementing measures;

(iii) direct EU legislation (as defined in the Withdrawal Act), which immediately before IP completion day (as defined in the WAA) implemented EU CRD IV as it forms part of domestic law of the United Kingdom by virtue of the Withdrawal Act; and

(iv) any law or regulation of the United Kingdom which introduces into domestic law of the United Kingdom a provision which is equivalent to a provision set out in CRR or CRD and/or implements Basel III standards.

16.2 Increased Cost Claims

(a) A Finance Party intending to make a claim pursuant to Clause 16.1 (*Increased Costs*) shall notify the Agent of the event giving rise to the claim, following which the Agent shall promptly notify the Company.

(b) Each Finance Party shall, as soon as practicable after a demand by the Agent, provide a certificate confirming the amount of its Increased Costs to the extent it is able to do so without disclosing any confidential or sensitive information.

16.3 Exceptions

(a) Clause 16.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:

(i) attributable to a Tax Deduction required by law to be made by an Obligor;

(ii) attributable to a FATCA Deduction required to be made by a Party;

(iii) compensated for by Clause 15.3 (*Tax Indemnity*) (or would have been compensated for under Clause 15.3 (*Tax Indemnity*) but was not so compensated solely because any of the exclusions in paragraph (b) of Clause 15.3 (*Tax Indemnity*) applied);

(iv) attributable to the wilful breach by the relevant Finance Party or its Affiliates of any law or regulation;

(v) attributable to the implementation or application of or compliance with the "International Convergence of Capital Measurement and Capital Standards, a

Revised Framework" published by the Basel Committee on Banking Supervision in June 2004 in the form existing on the date of this Agreement (but excluding any amendment arising out of Basel III) ("**Basel II**") or any other law or regulation which implements Basel II (whether such implementation, application or compliance is by a government, regulator, Finance Party or any of its Affiliates); or

(vi) attributable to the implementation or application of, or compliance with Basel III or CRD IV or any other law or regulation which implements Basel III (whether such implementation, application or compliance is by a government, regulator, Finance Party or any of its Affiliates) to the extent that such Finance Party knew or could reasonably be expected to have known the amounts of such Increased Cost at the time it became a Party.

(b) In this Clause 16.3, a reference to a "**Tax Deduction**" has the same meaning given to that term in Clause 15.1 (*Definitions*).

17. Other Indemnities

17.1 Currency Indemnity

(a) If any sum due from an Obligor under the Finance Documents (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

(i) making or filing a claim or proof against that Obligor;

(ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

that Obligor shall as an independent obligation, within five Business Days of demand, indemnify each Secured Party to whom that Sum is due against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

(b) Each Obligor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

17.2 Other Indemnities

The Company shall (or shall procure that an Obligor will), within five Business Days of demand, indemnify each Secured Party against any cost, loss or liability incurred by that Secured Party as a result of:

(a) the occurrence of any Event of Default;

(b) a failure by an Obligor to pay any amount due under a Finance Document on its due date, including without limitation, any cost, loss or liability arising as a result of Clause 30 (*Sharing among the Finance Parties*);

(c) funding, or making arrangements to fund, its participation in a Loan requested by a Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by that Secured Party alone); or

(d) a Loan (or part of a Loan) not being prepaid in accordance with a notice of prepayment given by a Borrower or the Company.

17.3 Indemnity to the Agent

The Company shall, within five Business Days of demand, indemnify the Agent against any cost, loss or liability incurred by the Agent (acting reasonably) as a result of:

(a) investigating any event which it reasonably believes is a Default;

(b) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised; or

(c) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this Agreement.

17.4 Indemnity to the Security Agent

(a) The Company shall, within five Business Days of demand, indemnify the Security Agent and every Receiver and Delegate against any cost, loss or liability incurred by any of them (each acting reasonably) as a result of:

(i) any failure by the Company to comply with its obligations under Clause 19 (*Costs and expenses*);

(ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;

(iii) the taking, holding, protection or enforcement of the Transaction Security;

(iv) the exercise or purported exercise of any of the rights, powers, discretions, authorities and remedies vested in the Security Agent and each Receiver and Delegate by the Finance Documents or by law;

(v) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this Agreement;

(vi) any default by any Obligor in the performance of any of the obligations expressed to be assumed by it in the Finance Documents; or

(vii) acting as Security Agent, Receiver or Delegate under the Finance Documents or which otherwise relates to any of the Charged Property (otherwise, in each case, than by reason of the relevant Security Agent's, Receiver's or Delegate's gross negligence or wilful misconduct).

(b) The Security Agent and every Receiver and Delegate may, in priority to any payment to the Secured Parties, indemnify itself out of the Charged Property in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this Clause 17.4 and shall have a lien on the Transaction Security and the proceeds of the enforcement of the Transaction Security for all moneys payable to it.

18. Mitigation by the Lenders

18.1 Mitigation

(a) Each Finance Party shall, in consultation with the Company take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to, any of Clause 10.1 (*Illegality*), Clause 15 (*Tax Gross-Up and Indemnities*) or Clause 16 (*Increased Costs*)

including (but not limited to) transferring its rights and obligations under the Finance Documents to another Affiliate or Facility Office.

(b) Paragraph (a) above does not in any way limit the obligations of any Obligor under the Finance Documents.

18.2 Limitation of Liability

(a) The Company shall promptly indemnify each Finance Party for all costs and expenses reasonably incurred by that Finance Party as a result of steps taken by it under Clause 18.1 (*Mitigation*).

(b) A Finance Party is not obliged to take any steps under Clause 18.1 (*Mitigation*) if, in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

19. Costs and Expenses

19.1 Transaction Expenses

The Company shall, within 30 days of demand, pay (or procure the payment to) the Agent (on account of the Lenders) the reasonably incurred external legal fees (together with reasonable expenses, disbursements and VAT, if and as applicable) of the counsel to the Lenders (subject to any fee cap and/or estimate approved by the Company in writing in advance) and, within five Business Days of demand, pay (or procure the payment to) the Agent and the Security Agent the amount of all costs and expenses reasonably incurred by any of them (and, in the case of the Security Agent, by any Receiver or Delegate) and the Lenders, in connection with the negotiation, preparation, perfection and execution of:

(a) this Agreement and any other documents referred to in this Agreement and the Transaction Security; and

(b) any other Finance Documents executed after the date of this Agreement.

19.2 Amendment Costs

If:

(a) an Obligor requests an amendment, waiver or consent; or

(b) an amendment is required pursuant to Clause 31.10 (*Change of Currency*),

the Company shall, within five Business Days of demand, reimburse each of the Agent and the Security Agent for the amount of all reasonable costs and expenses (including external legal fees, subject to any fee cap and/or estimate approved by the Company in writing in advance) incurred by the Agent and the Security Agent (and, in the case of the Security Agent, by any Receiver or Delegate) in responding to, evaluating, negotiating or complying with that request or requirement.

19.3 Enforcement and preservation Costs

The Company shall, within five Business Days of demand, pay to each Secured Party the amount of all costs and expenses (including external legal fees, subject to any fee cap and/or estimate approved by the Company in writing in advance) incurred by that Secured Party in connection with the enforcement of, or the preservation of any rights under, any Finance Document or the Transaction Security and any proceedings instituted by or against the Security Agent as a consequence of taking or holding the Transaction Security or enforcing these rights.

19.4 Cost details

No member of the Group shall be required to pay any fees (other than any amounts set out in a Fee Letter or pursuant to paragraph (e) of Clause 9.3 (*Non-Extending Lenders*) or Clause 14.1 (*Commitment Fee*)), costs, expenses or other amounts (other than principal and interest amounts due in respect of the Sustainable Revolving Facility) unless an invoice relating to such fees, costs, expenses or other amounts has been provided to the Company or a Borrower.

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Section 7
Guarantee

20. Guarantee and Indemnity

20.1 Guarantee and Indemnity

Each Guarantor irrevocably and unconditionally jointly and severally:

(a) guarantees to each Secured Party punctual payment and performance by each other Obligor of all that Obligor's obligations under the Finance Documents;

(b) undertakes with each Secured Party that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, that Guarantor shall immediately on demand pay that amount as if it was the principal obligor; and

(c) agrees with each Secured Party that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify that Secured Party immediately on demand against any cost, loss or liability it incurs as a result of an Obligor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Finance Document on the date when it would have been due. The amount payable by a Guarantor under this indemnity will not exceed the amount it would have had to pay under this Clause 20 if the amount claimed had been recoverable on the basis of a guarantee.

20.2 Continuing Guarantee

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

20.3 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Guarantor under this Clause 20 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

20.4 Waiver of Defences

The obligations of each Guarantor under this Clause 20 will not be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Clause 20 (without limitation and whether or not known to it or any Secured Party) including:

(a) any time, waiver or consent granted to, or composition with, any Obligor or other person;

(b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;

(c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other

requirement in respect of any instrument or any failure to realise the full value of any security;

(d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;

(e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;

(f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or

(g) any insolvency or similar proceedings.

20.5 Guarantor intent

Without prejudice to the generality of Clause 20.4 (*Waiver of defences*), each Guarantor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

20.6 Immediate Recourse

Each Guarantor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Guarantor under this Clause 20. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

20.7 Appropriations

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, each Secured Party (or any trustee or agent on its behalf) may:

(a) refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Guarantor shall be entitled to the benefit of the same; and

(b) hold in an interest-bearing suspense account any moneys received from any Guarantor or on account of any Guarantor's liability under this Clause 20.

20.8 Deferral of Guarantors' Rights

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Agent or, as the case may be, the Security Agent, otherwise directs, no Guarantor will exercise any rights which it

may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Clause 20:

(a) to be indemnified by an Obligor;

(b) to claim any contribution from any other guarantor of any Obligor's obligations under the Finance Documents;

(c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;

(d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Guarantor has given a guarantee, undertaking or indemnity under Clause 20.1 (*Guarantee and Indemnity*);

(e) to exercise any right of set-off or subrogation against any Obligor; and/or

(f) to claim or prove as a creditor of any Obligor in competition with any Secured Party.

If a Guarantor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Finance Parties by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Finance Parties and shall promptly pay or transfer the same to the Agent or as the Agent may direct for application in accordance with Clause 31 (*Payment Mechanics*).

20.9 Release of Guarantors' Right of Contribution

If any Guarantor (a "**Retiring Guarantor**") ceases to be a Guarantor in accordance with the terms of the Finance Documents for the purpose of any sale or other disposal of that Retiring Guarantor then on the date such Retiring Guarantor ceases to be a Guarantor:

(a) that Retiring Guarantor is released by each other Guarantor from any liability (whether past, present or future and whether actual or contingent) to make a contribution to any other Guarantor arising by reason of the performance by any other Guarantor of its obligations under the Finance Documents; and

(b) each other Guarantor waives any rights it may have by reason of the performance of its obligations under the Finance Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under any Finance Document or of any other security taken pursuant to, or in connection with, any Finance Document where such rights or security are granted by or in relation to the assets of the Retiring Guarantor.

20.10 Additional Security

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Secured Party.

20.11 Guarantee limitations

(a) In relation to any Guarantor incorporated in Sweden (other than any Guarantor in respect of liabilities owed by its wholly owned Subsidiaries), its obligations and liabilities under this Clause 20 shall be limited, if (and only if) required by the mandatory provisions of the Swedish Companies Act (Sw. *Aktiebolagslag (2005:551)*) regulating unlawful distribution of assets and transfer of value (Sw. *värdeöverföring*) pursuant to Chapter 17, Sections 1 to 4 of the Swedish Companies Act, and it is

understood that the obligations and liabilities of each Guarantor incorporated in Sweden under this Clause 20 only applies to the extent permitted by the above mentioned provisions of the Swedish Companies Act.

(b) This guarantee does not apply to any liability to the extent that it would result in this guarantee constituting unlawful financial assistance within the meaning of sections 678 or 679 of the Companies Act 2006 or any equivalent and applicable provisions under the laws of the Original Jurisdiction of the relevant Guarantor and, with respect to any Additional Guarantor, is subject to any limitations set out in the Accession Deed applicable to such Additional Guarantor.

(c) Notwithstanding anything to the contrary in this Agreement or any other Finance Document, the guarantee of a Guarantor under this Clause 20 does not apply to any Excluded Swap Obligation of that Guarantor (and no amount received from that Guarantor under any Finance Document shall be applied to any Excluded Swap Obligation of that Guarantor).

(d) A Guarantor's obligations will be subject to any limitation on the amount guaranteed which is contained in the Accession Deed (if applicable) by which that Guarantor becomes a Guarantor.

(e) Notwithstanding any other provision hereof, the right of recovery against each Guarantor organized under the laws of the United States or any state thereof under this Agreement or any other Finance Document shall be limited to the maximum amount that can be guaranteed by such Guarantor without rendering such Guarantor's obligations under this Agreement or any other Finance Document void or voidable under applicable law, including, without limitation, the Uniform Fraudulent Conveyance Act, Uniform Fraudulent Transfer Act, section 548 of the Bankruptcy Code of the United States or any comparable or similar foreign, federal or state law, in each case after giving full effect to the liability under such guarantee set forth in Clause 20.1 (*Guarantee and Indemnity*) hereof and its related contribution rights but before taking into account any liabilities under any other guarantee by such Guarantor.

(f) Without prejudice to any of the other provisions of this Agreement or any other Finance Document, each Party agrees that, in the event any payment or distribution is made on any date by a Guarantor organized under the laws of the United States or any state thereof under this Clause 20 (*Guarantee and Indemnity*), each such Guarantor shall be entitled to be indemnified by each other Guarantor in an amount equal to such payment, in each case multiplied by a fraction of which the numerator shall be the net worth of the contributing Guarantor and the denominator shall be the aggregate net worth of all Guarantors.

20.12 German Guarantee Limitation

(a) This Clause 20.12 shall apply to a Guarantor incorporated under the laws of Germany as a limited liability company (*GmbH*) or a limited partnership with a limited liability company as its sole general partner (*GmbH & Co. KG*) (in each case, a "**German Guarantor**"). If the German Guarantor is a GmbH & Co. KG, each reference made in this Clause 20.12 to its Net Assets shall refer to its general partner's Net Assets, and the same shall apply in regard to any Capital Impairment of that German Guarantor.

(b) The restrictions set out in paragraph (c) below shall not apply to the extent:

(i) the German Guarantor guarantees any indebtedness of any of its direct or indirect Subsidiaries;

(ii) the German Guarantor secures any indebtedness under any Finance Document in respect of loans to the extent they are passed on (directly or indirectly) to

the relevant German Guarantor or its Subsidiaries and such amount passed on is not repaid;

(iii) the German Guarantor (as dominated entity) is subject to a domination and/or profit transfer agreement (*Beherrschungs- und/oder Gewinnabführungsvertrag*) (a "**DPTA**") with the relevant German Guarantor's shareholder whose obligations are guaranteed, whether directly or indirectly through a chain of DPTAs between each company and its shareholder (or in case of a German GmbH & Co. KG Guarantor between its general partner and its shareholder) other than if such DPTA has been effectively cancelled or terminated, in each case to the extent the existence of such domination and/or profit transfer agreement (*Beherrschungs- und/oder Gewinnabführungsvertrag*) leads to the inapplicability of section 30 paragraph 1 sentence 1 of the German Limited Liability Companies Act (*Gesetz betreffend die Gesellschaften mit beschränkter Haftung*) ("**GmbHG**");

(iv) they are not necessary for the purposes of protecting the German Guarantor's directors against personal liability due to a violation of section 30 GmbHG or section 43 GmbHG; or

(v) the payment under the guarantee is covered (*gedeckt*) by means of a fully valuable and recoverable consideration or recourse claim (*vollwertiger Gegenleistungs- oder Rückgewähranspruch*) within the meaning of section 30 paragraph 1 sentence 2 GmbHG of the German Guarantor against the affiliate/shareholder whose obligations are guaranteed.

(c) The right to enforce any obligations and liabilities of any German Guarantor created or incurred under the guarantee and indemnity granted by it under this Agreement and, in addition, any other joined liability created or incurred by it under the Finance Documents (including, for the avoidance of doubt, any parallel debt or similar undertaking) (the "**Guarantee Obligations**") against a German Guarantor shall be limited if and to the extent that such Guarantee Obligation secures any obligation of an affiliated company (*verbundenes Unternehmen*) of such German Guarantor within the meaning of section 15 German Stock Corporation Act (*Aktiengesetz*) (in each case other than any of the German Guarantor's direct or indirect Subsidiaries) (such Guarantee Obligations also referred to in this Clause 20.12 as up-stream and/or cross-stream Guarantee Obligations) and the enforcement of such Guarantee Obligation would cause:

(i) the German Guarantor's Net Assets, as defined and calculated pursuant to paragraph (d) below, to be less than its registered share capital (*Stammkapital*) (*Begründung einer Unterbilanz*); or

(ii) if the German Guarantor's Net Assets are already less than its registered share capital, the German Guarantor's Net Assets to be further reduced (*Vertiefung einer Unterbilanz*),

(in each case a "**Capital Impairment**").

(d) For the purposes of this clause, "**Net Assets**" means the aggregate amount of a German Guarantor's assets (consisting of all assets which correspond to the items set forth in section 266 paragraph 2 lit. A, B, C, D and E of the German Commercial Code (*Handelsgesetzbuch*) ("**HGB**") less the aggregate amount of that German Guarantor's liabilities (consisting of all liabilities and liability reserves which correspond to the items set forth in section 266 paragraph 3 lit. B, C, D and E HGB)), as determined in accordance with the principle of orderly bookkeeping (*Grundsätze ordnungsmäßiger Buchführung*) applying the same accounting principles (*Bilanzierungsgrundsätze*)

which have been consistently applied by the relevant German Guarantor in preparing its unconsolidated balance sheets (*Jahresabschluss*) (section 42 GmbHG, sections 242, 264 HGB) in the previous years, save that the following balance sheet items shall be adjusted as follows:

(i) the amount of any increase in the registered share capital with company funds (*Kapitalerhöhung aus Gesellschaftsmitteln*) of that German Guarantor, which was carried out after that German Guarantor became a party to this Agreement, without the prior written consent of the Agent, shall be deducted from the amount of the registered share capital of that German Guarantor;

(ii) as far as the registered share capital is not paid in full, the amount not yet paid in shall be deducted from the amount of the registered share capital of that German Guarantor;

(iii) loans provided to that German Guarantor by a member of the Group shall be disregarded, if and to the extent that such loans are subordinated pursuant to section 39 paragraph 1 sentence 1 no. 5 or section 39 paragraph 2 of the German Insolvency Code (*Insolvenzordnung*) (or would be subordinated in case of insolvency);

(iv) the amount of non-distributable assets according to section 253 paragraph 6 HGB shall be disregarded;

(v) the amount of non-distributable assets according to section 268 paragraph 8 HGB shall be disregarded;

(vi) the amount of non-distributable assets according to section 272 paragraph 5 HGB shall be disregarded; and

(vii) financial liabilities incurred by that German Guarantor in wilful or negligent breach of the Finance Documents shall not be taken into account as liabilities.

(e) The relevant German Guarantor will notify the Agent in writing in reasonable detail within ten (10) Business Days after the Agent notified that German Guarantor of its intention to demand payment under the Guarantee Obligations whether and to what extent a Capital Impairment would occur if a payment under the Guarantee Obligations was made (the "**Management Notification**"). Demanding payment under the Guarantee Obligations from such German Guarantor up to the amount which, according to the Management Notification, would not result in a Capital Impairment is permitted without limitation.

(f) If the Agent (acting on the instructions of the Majority Lenders) disagrees with the Management Notification, it may as soon as possible following its receipt request the relevant German Guarantor to provide an auditors' determination by a firm of recognised international auditors within thirty (30) Business Days from the date on which the Agent requested such determination from that German Guarantor (the "**Auditors' Determination**"). Such Auditors' Determination shall set out:

(i) the amount of Net Assets of that German Guarantor taking into account the adjustments set out in paragraph (d) above; and

(ii) the extent of the Capital Impairment taking into account the anticipated payment.

Demanding payment under the Guarantee Obligations from such German Guarantor up to the amount which, according to the Auditors' Determination, would not result in a

Capital Impairment is permitted without limitation. The results of the Auditors' Determination are, save for manifest errors, binding on all parties.

(g) If the relevant German Guarantor does not provide the Management Notification or the Auditors' Determination within the time frame set out above, demanding payment under the Guarantee Obligations shall not be limited by this Clause 20.12, and paragraph (c) above shall not be applicable in that regard.

(h) The Finance Parties shall upon written demand of the relevant German Guarantor to the Agent (on behalf of the Finance Parties) repay to the relevant German Guarantor any amount which the Agent would not have been entitled to enforce had the Management Notification or the Auditors' Determination (as applicable) been delivered in time or the difference between the amount paid and the amount payable resulting from the Auditors' Determination calculated as of the date the demand in respect of a Guarantee Obligation was made.

(i) If the Management Notification shows that a Capital Impairment would occur upon payment under a Guarantee Obligation, the relevant German Guarantor shall realise, to the extent legally permitted and commercially justifiable (also taking into account the costs and efforts involved), all of its assets that are (i) not required for its business (*nicht betriebsnotwendig*) and (ii) shown in the balance sheet with a book value (*Buchwert*) that is significantly lower than the market value of the assets to the extent this is necessary to fulfil its obligations under the guarantee within three months after a written request by the Agent (it being understood that this paragraph creates no obligation to realise any assets below their market value). If the relevant assets are necessary for that German Guarantor's business (*betriebsnotwendig*), it will use its best efforts to realise the market value by sale-and-lease-back or similar measures.

(j) This Clause 20.12 shall not affect the enforceability (other than as specifically set out herein), legality or validity of the Guarantee Obligations and each Finance Party is entitled to claim in court that making payments under a Guarantee Obligation by the relevant German Guarantor does not trigger a personal liability of the relevant German Guarantor's directors pursuant to section 30 GmbHG or section 43 GmbHG. The Finance Parties' rights to any remedies they may have against the relevant German Guarantor shall not be limited if it is finally ascertained in court that a personal liability of the relevant German Guarantor's directors pursuant to section 30 GmbHG or section 43 GmbHG is not triggered by making payments under a Guarantee Obligation by the relevant German Guarantor. The agreement of the Finance Parties to abstain from demanding any or part of the payment under the Guarantee Obligations in accordance with the provisions above shall not constitute a waiver (*Verzicht*) of any right granted under this Agreement or any other Finance Document to the Agent or any Finance Party.

20.13 QFC Stay

(a) To the extent that the Finance Documents provide support, through a guarantee or otherwise, for Hedging Agreements or any other agreement or instrument that is a QFC (such support, "**QFC Credit Support**", and each such QFC a "**Supported QFC**"), the Parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "**U.S. Special Resolution Regimes**") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that any Finance Document or Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(i) in the event that a Covered Entity that is party to a Supported QFC (each, a "**Covered Party**") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States; and

(ii) in the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Finance Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Finance Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

(b) In this Clause 20.13:

"**BHC Act Affiliate**" means, in respect of a Party, an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such Party.

"**Covered Entity**" means any of the following:

(a) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(b) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(c) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"**Default Right**" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"**QFC**" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

Section 8
Representations, Undertakings and Events of Default

21. Representations

Each Obligor makes the representations and warranties set out in this Clause 21 to each Finance Party on the date of the 2023 Amendment and Restatement Agreement and on the 2023 Effective Date, in each case with reference to the facts and circumstances then existing.

21.1 Status

(a) It is a corporation, a limited liability company or a limited partnership with a limited liability company as general partner, duly incorporated (or, in the case of a partnership, established) and validly existing under the law of its Original Jurisdiction.

(b) It and each of its Subsidiaries has the power to own its assets and carry on its business as it is being conducted save where failure to have such power would not, or could not reasonably be expected to have, a Material Adverse Effect.

21.2 Binding Obligations

Subject to the Legal Reservations and, in the case of the Transaction Security Documents, the Perfection Requirements:

(a) the obligations expressed to be assumed by it in each Finance Document to which it is a party are, legal, valid, binding and enforceable obligations; and

(b) (without limiting the generality of paragraph (a) above), each Transaction Security Document to which it is a party creates the security interests which that Transaction Security Document purports to create and those security interests are valid and effective.

21.3 Non-Conflict with other Obligations

The entry into and performance by it of, and the transactions contemplated by, the Finance Documents and the granting of the Transaction Security do not and will not conflict with:

(a) any law or regulation applicable to it;

(b) the constitutional documents of any Obligor and any other member of the Group over whose assets Security is purported to be given; or

(c) any agreement or instrument binding upon it or any of its Subsidiaries or any of its or any of its Subsidiaries' assets, to an extent or in a manner which would have a Material Adverse Effect,

nor, except as set out in the Transaction Security Documents, require it to create any Security.

21.4 Power and Authority

Subject to the Legal Reservations and, in the case of the Transaction Security Documents, the Perfection Requirements, it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Finance Documents to which it is a party and the transactions contemplated by those Finance Documents.

21.5 Validity and Admissibility in Evidence

Subject to the Legal Reservations and, in the case of the Transaction Security Documents, the Perfection Requirements, all Authorisations required:

(a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Finance Documents to which it is a party;

(b) to make the Finance Documents to which it is a party admissible in evidence in its jurisdiction of incorporation; and

(c) to enable it to create the Security to be created by it pursuant to any Transaction Security Document and to ensure that such Security has the priority and ranking it is expressed to have,

have been (or will at the required date be) obtained or effected and are in full force and effect.

21.6 Governing Law and Enforcement

(a) Subject to the Legal Reservations and, in the case of the Transaction Security Documents, the Perfection Requirements, the choice of law as the governing law of the Finance Documents will be recognised and enforced in its Relevant Jurisdictions.

(b) Subject to the Legal Reservations and, in the case of the Transaction Security Documents, the Perfection Requirements, any judgment obtained in relation to a Finance Document in the jurisdiction of the governing law of that Finance Document will be recognised and enforced in its Relevant Jurisdictions.

21.7 No Filing or Stamp Taxes

Under the laws of its Relevant Jurisdictions, it is not necessary that (i) any stamp, registration or similar tax be paid on or in relation to the Finance Documents or (ii) subject to the Legal Reservations and, in the case of the Transaction Security Documents, the Perfection Requirements, the Finance Documents be filed, recorded or enrolled with any court or other authority in such jurisdictions.

21.8 No Default

(a) No Event of Default is continuing or is reasonably likely to result from the making of any Utilisation.

(b) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or any of its Subsidiaries or to which its (or any of its Subsidiaries') assets are subject which has or is reasonably likely to have a Material Adverse Effect.

21.9 Financial Statements

(a) The Original Financial Statements were prepared in accordance with the Accounting Principles consistently applied unless expressly disclosed to the Agent in writing to the contrary before the date of this Agreement.

(b) The Original Financial Statements fairly present its financial condition as at the end of the relevant financial year and its results of operations during the relevant financial year (consolidated in the case of the Company) unless expressly disclosed to the Agent in writing to the contrary before the date of this Agreement.

(c) Its most recent Annual Report and financial statements delivered pursuant to Clause 22.1 (*Financial Statements*) have been prepared in accordance with the Accounting Principles as applied to the Original Financial Statements and fairly present its

consolidated financial condition as at the end of, and its consolidated results of operations for, the period to which they relate.

(d) The budgets and forecasts supplied under this Agreement were arrived at after careful consideration and have been prepared in good faith on the basis of recent historical information and on the basis of assumptions which were reasonable as at the date they were prepared and supplied.

21.10 Pari Passu Ranking

(a) Subject to the Perfection Requirements, each Transaction Security Document creates (or, once entered into, will create) in favour of the Security Agent for the benefit of the Secured Parties the Security which it is expressed to create with the ranking and priority it is expressed to have.

(b) Its payment obligations under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

21.11 No Proceedings

(a) No litigation, arbitration or administrative proceedings or investigations of, or before any court, arbitral body or agency which, if adversely determined, are reasonably likely to have a Material Adverse Effect has or have (to the best of its knowledge and belief) been started or threatened against it or any of its Subsidiaries.

(b) No judgment or order of a court, arbitral body or agency which are reasonably likely to have a Material Adverse Effect has (to the best of its knowledge and belief) been made against it or any of its Subsidiaries.

21.12 No breach of laws

It has not breached any law or regulation which breach has or is reasonably likely to have a Material Adverse Effect.

21.13 Environmental laws

(a) Each member of the Group is in compliance with Clause 24.11 (*Environmental compliance*) and to the best of its knowledge and belief no circumstances have occurred which would prevent such compliance in a manner or to an extent that has or is reasonably likely to have a Material Adverse Effect.

(b) No Environmental Claim has been commenced or (to the best of its knowledge and belief) is formally threatened against any member of the Group where that claim has or is reasonably likely to be adversely determined and, if determined against that member of the Group, is reasonably likely to have a Material Adverse Effect.

21.14 Anti-corruption law

Each member of the Group has conducted its businesses in compliance with applicable anti-corruption, anti-money laundering and anti-bribery laws and maintain policies and procedures designed to promote and achieve compliance with such laws.

21.15 Sanctions

(a) Neither it nor any other member of the Group nor (to the best of its knowledge, after having made due and careful enquiry) any of their respective directors or officers or employees:

(i) is a Restricted Party;

(ii) has violated or is violating any applicable Sanctions;

(iii) is directly or indirectly engaging in or has directly or indirectly engaged in any activity with a Restricted Party in violation of any applicable Sanctions or in any other activity that may result in any person becoming a subject of Sanctions; or

(iv) is subject to any claim, proceeding, formal investigation or formal notice with respect to Sanctions.

(b) The Company has implemented and maintains in effect policies and procedures designed to ensure compliance by the Company and each other member of the Group with applicable Sanctions.

21.16 No misleading information

Save as disclosed in writing to the Agent prior to the date of the 2023 Amendment and Restatement Agreement, to the best of its knowledge and belief:

(a) all material written information (including, without limitation, the Lender Presentation and the 2023 Financial Model) (the "**Materials**") provided by any Obligor (including its advisers) to a Finance Party was (taken as a whole) true, complete and accurate in all material respects as at the date it was provided and is not misleading in any material respect;

(b) any financial projection or forecast contained in the Materials has been prepared in accordance with the Accounting Principles as applied in the Original Financial Statements (subject to the application of the principles set out in the definition of "Capitalized Lease Obligations"), and the financial projections contained in it have been prepared on the basis of recent historical information, are fair and based on reasonable assumptions (as at the date of the relevant report or document containing the projection or forecast);

(c) the expressions of opinion or intention provided by or on behalf of an Obligor for the purposes of the Materials were made after careful consideration and (as at the date of the relevant report or document containing the expression of opinion or intention) were fair and based on reasonable grounds; and

(d) no event or circumstance has occurred or arisen and no information has been omitted from the Materials and no information has been given or withheld that results in the information, opinions, intentions, forecasts or projections contained in the Materials being untrue or misleading in any material respect.

21.17 Group Structure Chart

The Group Structure Chart delivered to the Agent pursuant to Schedule 3 (*Conditions Precedent to the Effective Date*) of the 2023 Amendment and Restatement Agreement is true, complete and accurate in all material respects.

21.18 Legal and beneficial ownership

It and each of its Subsidiaries is the sole legal and beneficial owner of, and has good and marketable title to, the respective assets over which it purports to grant Security, free from all Security except the Security created pursuant to, or permitted by, this Agreement.

21.19 Shares

The shares of any member of the Group which are (or are required by this Agreement to be or become) subject to the Transaction Security are fully paid and not subject to any option to

purchase or similar rights, and the constitutional documents of companies whose shares are (or are required by this Agreement to be or become) subject to the Transaction Security do not and could not restrict or inhibit any transfer of those shares on creation or enforcement of the Transaction Security, in each case other than to the extent such restrictions are mandatorily required by law or the relevant provisions are removed from the relevant constitutional documents at, or prior to, the taking of, or within the relevant time period provided for in, the relevant Transaction Security. There are no agreements in force which provide for the issue or allotment of, or grant any person the right to call for the issue or allotment of, any share or loan capital of any member of the Group (including any option or right of pre-emption or conversion) whose shares are subject to Transaction Security.

21.20 Intellectual Property

It and each of its Subsidiaries:

(a) is the sole legal and beneficial owner of or has licensed to it on normal commercial terms all the Intellectual Property which is material in the context of its business and which is required by it in order to carry on its business as it is being conducted where failure to do so has or is reasonably likely to have a Material Adverse Effect;

(b) does not (nor does any of its Subsidiaries), in carrying on its businesses, infringe any Intellectual Property of any third party in any respect which has or is reasonably likely to have a Material Adverse Effect; and

(c) has taken all formal or procedural actions (including payment of fees) required to maintain any Material Intellectual Property owned by it where failure to do so has or is reasonably likely to have a Material Adverse Effect.

21.21 Insolvency

No:

(a) corporate action, legal proceeding or other procedure or step described in paragraph (a) of Clause 25.7 (*Insolvency proceedings*) has been taken in relation to a member of the Group; or

(b) creditors' process described in Clause 25.8 (*Creditors' process*), has been taken in relation to a member of the Group; and

(c) none of the circumstances described in Clause 25.6 (*Insolvency*) applies to a member of the Group.

21.22 Security and Financial Indebtedness

(a) No Security or Quasi-Security exists over all or any of the present or future assets of any member of the Group other than as permitted by this Agreement.

(b) No member of the Group has any Financial Indebtedness outstanding other than as permitted by this Agreement.

21.23 Centre of main interests and establishments

For the purposes of The Council of the European Union Regulation No. 1346/2000 on Insolvency Proceedings (the "**Regulation**") or, from 26 June 2017, Regulation (EU) 2015/848 of 20 May 2015 on Insolvency Proceedings (Recast) (the "**Recast Regulation**"), it is not aware of any fact or circumstance which could lead to its centre of main interests (as that term is used in Article 3(1) of the Regulation or, from 26 June 2017, the Recast Regulation) being located outside of its jurisdiction of incorporation.

21.24 Taxes

(a) No Obligor is (and none of its Subsidiaries, as applicable, is) materially overdue in the filing of any Tax returns and it is not overdue in the payment of any amount in respect of Tax other than (i) any Tax or payment which is being disputed in good faith by appropriate means or where adequate reserves are being maintained in respect of such claims or (ii) in circumstances where non-payment does not have or is not reasonably likely to have a Material Adverse Effect.

(b) No material claims are being made or conducted against the Obligor (or any of its Subsidiaries) with respect to Taxes which have not been reflected in the most recent financial statements delivered to the Agent which are reasonably likely to be determined adversely to it or to such Subsidiary and which, if so adversely determined, and after taking into account any indemnity or claim against any third party with respect to such claim would have a Material Adverse Effect.

21.25 Holding Companies

Neither the Company nor CEBA has traded or carried on any business, entered into or been a party to any contracts or incurred any liabilities or commitments (actual or contingent, present or future) other than in the case of the Company acting as a Holding Company of CEBA and CEBA acting as a Holding Company of the Original Borrower, and performing any Permitted Holding Company Activity.

21.26 U.S. Governmental Regulation

(a) Neither the making of any Utilisation hereunder nor the use of proceeds thereof will violate any regulations of the FRB, including the provisions of Regulations T, U or X of the FRB.

(b) No Obligor has, or could reasonably be expected to have, any amount of liability, contingent or otherwise, with respect to an "employee benefit plan" (as defined in ERISA) which is subject to Title IV of ERISA or Section 412 of the Code, which is reasonably likely to have Material Adverse Effect.

(c) No proceeds of any loan will be used to purchase or carry Margin Stock. No Group Member is engaged principally, or as one of its important activities, in the business of purchasing or carrying Margin Stock, or extending credit for the purpose of purchasing or carrying Margin Stock.

21.27 Investment Company Act

It is not, and it is not required to be registered as, an "investment company" under the Investment Company Act of 1940, as amended.

21.28 Repetition

(a) The Repeating Representations are deemed to be made by each Obligor by reference to the facts and circumstances then existing on:

(i) the date of each Utilisation Request;

(ii) on the first day of each Interest Period;

(iii) in relation to an Extension Request made pursuant to Clause 9.2 (*Extension Option*), the date of such Extension Request;

(iv) on each Establishment Date; and

(v) in the case of an Additional Obligor, the day on which the company becomes (or it is proposed that the company becomes) an Additional Obligor.

(b) The representations and warranties under Clause 21.24 (*U.S. Governmental Regulation*) and 21.27 (*Investment Company Act*) shall be made by each Obligor incorporated or registered in the United States on the date such company becomes an Additional Obligor.

(c) Each representation or warranty deemed to be made after the date of the 2023 Amendment and Restatement Agreement shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

22. Information Undertakings

The undertakings in this Clause 22 remain in force from the 2023 Effective Date for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

In this Clause 22:

"**Annual Report**" means the annual report for a Financial Year delivered pursuant to paragraph (a) of Clause 22.1 (*Financial Statements*).

"**Q4 Earnings Call Financial Data**" means, in relation to any Financial Quarter ending on 31 December, the financial data on which the Company's earnings call in respect of such Financial Quarter is based, delivered pursuant to paragraph (b)(ii) of Clause 22.1 (*Financial Statements*)

"**Quarterly Financial Statements**" means the unaudited financial statements delivered pursuant to paragraph (b)(i) of Clause 22.1 (*Financial Statements*)

22.1 Financial Statements

The Company shall supply to the Agent in sufficient copies for all the Lenders:

(a) as soon as the same become available, but in any event prior to the earlier of (i) one hundred twenty (120) days after the end of each Financial Year and (ii) the latest date on which such financial statements of the Company are required to be delivered to shareholders of the Company pursuant to the Listing Rules (or any analogous rules or regulations of any applicable stock exchange in which the Company's voting stock is traded), a consolidated annual report of the Company (including the balance sheet of the Company and its Subsidiaries as at the end of such Financial Year, and the related consolidated statements of income or operations, stockholders' equity and cash flows for such Financial Year together with related notes thereto, setting forth in each case in comparative form the figures for the previous Financial Year and the corresponding figures from the 2023 Financial Model);

(b)

(i) as soon as they are available, but in any event prior to the earlier of (i) 45 days after the end of each Financial Quarter (other than a Financial Quarter ending on 31 December) and (ii) the latest date on which such financial statements of the Company are required to be delivered to shareholders of the Company pursuant to the Listing Rules: (A) a consolidated balance sheet of the Company and its Subsidiaries as of the end of such Financial Quarter and (B) consolidated statements of income or operations, stockholders' equity and cash flows for such Financial Quarter; and

(ii) as soon as it is available, but in any event within 75 days after the end of each Financial Quarter ending on 31 December, its Q4 Earnings Call Financial Data for that Financial Quarter,

setting forth in each case in comparative form the figures for the corresponding Financial Quarter of the previous Financial Year and the corresponding figures from the 2023 Financial Model;

(c) as soon as the same become available, but in any event within six Months of the end of the Financial Year of the Original Borrower, starting with the Financial Year ending 31 December 2021, the statutory standalone annual accounts of the Original Borrower;

(d) as soon as the same become available, but in any event within six Months of the end of the Financial Year of an Additional Borrower, starting with the Financial Year in which that Additional Borrower accedes to this Agreement as a Borrower in accordance with Clause 27 (*Changes to the Obligors*), the statutory standalone annual accounts of that Additional Borrower;

(e) prior to thirty (30) days after the end of the first and second fiscal month in each Financial Quarter of the Company, (A) a consolidated balance sheet of the Company and its Subsidiaries as of the end of such fiscal month and (B) consolidated statements of income or operations, stockholders' equity and cash flows for such fiscal month and for the period from the beginning of the current Financial Year to the end of such month, all in reasonable detail and certified by an authorised signatory of the Company as fairly presenting in all material respects the financial condition, results of operations and cash flows of the Company and its Subsidiaries in accordance with the Accounting Principles, subject to normal year-end adjustments and the absence of footnotes.

(f) no later than thirty (30) days after the end of each fiscal month, (i) a report setting forth monthly income statements by region for such fiscal month and (ii) a key performance indicator report, in form and substance reasonably satisfactory to the Agent, detailing volumes sold by region and production capacity by plant;

(g) no later than thirty (30) days after the end of each fiscal month, a report providing a calculation of Liquidity (a "**Liquidity Report**") as at the end of such fiscal month, which report shall include (i) the aggregate amount of Unrestricted Cash held by the Obligors (excluding any Obligor organised in PRC), (ii) the aggregate amount of Unrestricted Cash held by the Original Borrower and its Subsidiaries, and (iii) a breakdown of (x) Liquidity by region and (y) cash and Cash Equivalent Investments held by Obligors and members of the Group that are not Obligors, in each case, as at the end of such fiscal month and (iv) a breakdown of cash and Cash Equivalent Investments held in (A) Bank Accounts subject to first priority perfected Transaction Security pursuant to paragraph (a) of Clause 24.29 (*Cash management*) and (B) Bank Accounts holding the amounts contemplated in paragraph (b) of Clause 24.29 (*Cash management*); and

(h) no later than thirty (30) days after the end of each fiscal month, a report setting forth (i) production volumes by plant for such fiscal month and (ii) aggregate fill rates by region as a whole for such fiscal month.

22.2 Compliance Certificate

(a) The Company shall supply a Compliance Certificate to the Agent with each Annual Report, each set of its Quarterly Financial Statements and each set of Q4 Earnings Call Financial Data.

(b) The Compliance Certificate shall, amongst other things, set out:

(i) (in reasonable detail) computations as to compliance with Clause 23 (*Financial Covenants*);

(ii) the Margin computations set out in the definition of "Margin";

(iii) whether any Event of Default is continuing (and if applicable and the steps, if any, being taken to remedy it);

(iv) if delivered together with the Annual Report, details of compliance with the terms of Clause 5.7 (*Clean down*); and

(v) if delivered together with the Annual Report, include certification as to the identity of each Material Company and either (A) confirm compliance with the Guarantor Coverage Test under and as defined in Clause 24.27 (*Guarantors and Transaction Security*) or (B) provide details of any members of the Group required to become Additional Guarantors to ensure compliance with Clause 24.27 (*Guarantors and Transaction Security*).

(c) Each Compliance Certificate shall be signed by the CEO, CFO or an authorised signatory of the Company.

22.3 Sustainability Compliance Certificate

(a) The Company shall supply to the Agent, with each Annual Report (commencing with the Annual Report of the Company for the financial year ending 31 December 2021), a Sustainability Compliance Certificate setting out the Realised Values for each of the Sustainability Indicators and a sustainability report containing the Realised Values for each of the Sustainability Indicators (a "**Sustainability Report**").

(b) Each Sustainability Compliance Certificate shall be signed by the CEO, CFO or an authorised signatory of the Company.

(c) Each Sustainability Report shall be signed by the CEO, CFO or an authorised signatory of the Company and the Company shall procure that the Realised Values for each of the Sustainability Indicators included in such report shall be approved by the Company's auditors on a limited assurance basis.

22.4 Requirements as to Financial Statements

(a) The Company shall procure that:

(i) each Annual Report and Quarterly Financial Statements includes a consolidated balance sheet, profit and loss account, cashflow statement, consolidated statements of income or operations, stockholders' equity and cash flows, all in reasonable detail;

(ii) each Annual Report shall be audited and accompanied by an opinion of an independent registered public accounting firm of nationally recognized standing, which opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit (other than as may be required as a result solely from (i) an actual or a prospective default or event of default with respect to any financial covenant or (ii) the impending maturity of any Financial Indebtedness occurring within one year from the time such opinion is delivered); and

(iii) each Quarterly Financial Statements shall be certified by the CEO, CFO or an authorised signatory of the Company as fairly presenting in all material respects the financial condition, results of operations and cash flows of the

Company and its Subsidiaries in accordance with the Accounting Principles, subject to normal year-end adjustments and the absence of footnotes.

(b) The Company shall procure that each set of financial statements delivered pursuant to Clause 22.1 (*Financial Statements*) is prepared using the Accounting Principles, accounting practices and financial reference periods consistent with those applied in the preparation of the Original Financial Statements unless, in relation to any set of financial statements, it notifies the Agent that there has been a change in Accounting Principles, the accounting practices or reference periods and its auditors deliver to the Agent:

(i) a description of any change necessary for those financial statements to reflect the Accounting Principles, accounting practices and reference periods upon which the Original Financial Statements were prepared; and

(ii) sufficient information, in form and substance as may be reasonably required by the Agent, to enable the Lenders to determine whether Clause 23 (*Financial Covenants*) has been complied with, to determine the Margin as set out in Clause 1.1 (*Definitions*) and to make an accurate comparison between the financial position indicated in those financial statements and the Original Financial Statements.

If the Company notifies the Agent of a change in accordance with paragraph (b)(ii) above then the Company and the Agent shall enter into negotiations in good faith with a view to agreeing:

(i) whether or not the change might result in any material alteration in the commercial effect of any of the terms of this Agreement; and

(ii) if so, any amendments to this Agreement which may be necessary to ensure that the change does not result in any material alteration in the commercial effect of those terms;

and if any amendments are agreed they shall take effect and be binding on each of the Parties in accordance with their terms.

If no such agreement is reached within 30 days of that notification of change, the Agent shall (if so requested by the Majority Lenders) instruct the Company's auditors or independent accountants (approved by the Company or, in the absence of such approval within five days of request by the Agent of such approval, a firm with recognised expertise) to determine any amendment to 23.2 (*Financial condition*), the Margin computations set out in Clause 1.1 (*Definitions*) and any other terms of this Agreement which the Company's auditors or, as the case may be, accountants (acting as experts and not arbitrators) consider appropriate to ensure the change does not result in any material alteration in the commercial effect of the terms of this Agreement. Those amendments shall take effect when so determined by the Company's auditors, or as the case may be, accountants. The cost and expense of the Company's auditors or accountants shall be for the account of the Company.

Any reference in this Agreement to those financial statements shall be construed as a reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements were prepared.

22.5 Budget

(a) The Company shall supply to the Agent in sufficient copies for all the Lenders, as soon as the same becomes available but in any event not later than the earlier of (i) 16 March of that Financial Year and (ii) the date upon which the Q4 Earnings Call Financial Data

for the last Financial Quarter of the previous Financial Year is delivered, a consolidated plan and financial forecast for such Financial Year, including (A) a forecasted consolidated balance sheet and forecasted consolidated statements of income and cash flows of the Company and its Subsidiaries for such Financial Year and each Financial Quarter of such Financial Year, (B) a quarterly breakdown of such forecast by region, including EMEA, the Americas and the People's Republic of China (in form and substance reasonably satisfactory to the Agent), and (C) an explanation of the assumptions on which such forecasts are based (a "**Budget**").

(b) The Company shall ensure that each Budget is in the same form as the form agreed with the Agent (acting on behalf of the Majority Lenders) prior to the 2023 Effective Date. For the avoidance of doubt, provided that the foregoing is complied with, no Budget shall be subject to approval by the Lenders.

(c) If the Company updates or changes the Budget, it shall promptly deliver to the Agent, in sufficient copies for each of the Lenders, such updated or changed Budget together with a written explanation of the main changes in that Budget.

22.6 Information: Miscellaneous

The Company shall supply to the Agent (in sufficient copies for all the Lenders, if the Agent so requests):

(a) promptly upon obtaining knowledge thereof, notification to the Agent of Liquidity falling below the level that would be required for compliance with Clause 23.2(c) (*Minimum Liquidity*);

(b) promptly upon obtaining knowledge thereof, notification to the Agent of the reasonable likelihood (in the good faith judgment of the Company) that Liquidity shall fall below the level that would be required for compliance with Clause 23.2(c) (*Minimum Liquidity*);

(c) all documents dispatched by the Company to its shareholders (or any class of them) or creditors generally at the same time as they are dispatched to those creditors or shareholders (as applicable);

(d) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against any member of the Group, and which are reasonably likely to be adversely determined and, if adversely determined, are reasonably likely to have a Material Adverse Effect;

(e) promptly, such information as the Security Agent may reasonably require about the compliance of the Obligors with the terms of any Transaction Security Documents;

(f) promptly upon becoming aware of them, the details of any judgment or order of a court, arbitral body or agency which is made against any member of the Group, and which is reasonably likely to have a Material Adverse Effect;

(g) promptly upon request, such further information as may be required by a Lender in accordance with applicable banking supervisory laws and regulations and/or in line with standard banking practice; and

(h) promptly on request, such further information regarding the financial condition, assets and operations of any member of the Group as any Finance Party (through the Agent) may reasonably request, provided that such information is readily obtainable by the management of the Company without incurring any material costs.

22.7 Notification of Default

(a) Each Obligor shall notify the Agent of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence (unless that Obligor is aware that a notification has already been provided by another Obligor).

(b) Promptly upon a request by the Agent, the Company shall supply to the Agent a certificate signed by the CEO, CFO or an authorised signatory of the Company on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

22.8 Direct Electronic Delivery by Company

The Company may satisfy its obligation under this Agreement to deliver any information in relation to a Lender by delivering that information directly to that Lender in accordance with Clause 33.6 (*Electronic Communication*) to the extent that Lender and the Agent agree to this method of delivery.

22.9 "Know Your Customer" Checks

(a) If:

(i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of the 2023 Amendment and Restatement Agreement;

(ii) any change in the status of an Obligor after the date of the 2023 Amendment and Restatement Agreement; or

(iii) a proposed assignment or transfer by a Lender of any of its rights and/or obligations under this Agreement to a party that is not a Lender prior to such assignment or transfer,

obliges the Agent or any Lender (or, in the case of paragraph (iii) above, any prospective new Lender) to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, each Obligor shall promptly upon the request of the Agent or any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender) or any Lender (for itself or, in the case of the event described in paragraph (iii) above, on behalf of any prospective new Lender) in order for the Agent, such Lender or, in the case of the event described in paragraph (iii) above, any prospective new Lender to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

(b) Each Lender shall promptly upon the request of the Agent supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself) in order for the Agent to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

(c) The Company shall, by not less than 10 Business Days' prior written notice to the Agent, notify the Agent (which shall promptly notify the Lenders) of its intention to request that one of its Subsidiaries becomes an Additional Obligor pursuant to Clause 27 (*Changes to the Obligors*).

(d) Following the giving of any notice pursuant to paragraph (c) above, if the accession of such Additional Obligor obliges the Agent or any Lender to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, the Company shall promptly upon the request of the Agent or any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender) or any Lender (for itself or on behalf of any prospective new Lender) in order for the Agent or such Lender or any prospective new Lender to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the accession of such Subsidiary to this Agreement as an Additional Obligor.

22.10 Sanctions

The Company shall promptly upon becoming aware thereof, inform the Agent and to the extent permitted by applicable law:

(a) of the details of any inquiry, claim, action, suit, proceeding or investigation pursuant to Sanctions by any Sanctions Authority against it, any of its Subsidiaries or any Joint Ventures, as well as information on what steps are being taken with regards to answer or oppose such; and

(b) if it, or any of its Subsidiaries or any of their Joint Ventures has become or is likely to become a Restricted Party, details of the background for such event and such further information as any Finance Party (through the Agent) may reasonably request.

23. Financial Covenants

23.1 Financial definitions

In this Agreement:

"**Adjusted Equity**" means the Equity, less Intangible Assets.

"**Borrowings**" means, at any time, the aggregate outstanding principal, capital or nominal amount (and any fixed or minimum premium payable on prepayment or redemption) of any indebtedness of members of the Group for or in respect of:

(a) moneys borrowed and debit balances at banks or other financial institutions;

(b) any acceptances under any acceptance credit or bill discount facility (or dematerialised equivalent);

(c) any note purchase facility or the issue of bonds (but not Trade Instruments), notes, debentures, loan stock or any similar instrument;

(d) any Finance Lease;

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(f) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument (but not, in any case, Trade Instruments) issued by a bank or financial institution in respect of an underlying liability of an entity which is not a member of the Group which liability would fall within one of the other paragraphs of this definition;

(g) any amount raised by the issue of shares which are redeemable (other than at the option of the issuer) before the Termination Date applicable to the Sustainable Revolving Facility;

(h) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind the entry into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 90 days after the date of supply;

(i) any amount raised under any other transaction (including any forward sale or purchase agreement, sale and sale back or sale and leaseback agreement) classified as borrowings under the Accounting Principles; and

(j) (without double counting) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (i) above,

provided that:

(i) borrowings owed by one member of the Group to another member of the Group; and

(ii) any guarantee or indemnity not prohibited under the Finance Documents given in respect of indebtedness referred to in paragraph (i) above,

are excluded for the purposes of this calculation.

"**Cash**" means, at any time, cash in hand, in transit or at bank and (in the latter case) credited to an account in the name of a member of the Group with an Acceptable Bank and to which a member of the Group is alone (or together with other members of the Group) beneficially entitled and for so long as:

(a) repayment of that cash is not contingent on the prior discharge of any other indebtedness of any member of the Group or of any other person whatsoever or on the satisfaction of any other condition;

(b) there is no security over that cash, except for Transaction Security or security of account holding banks arising under their general terms and conditions or by a netting or set-off arrangement entered into by members of the Group in the ordinary course of their banking arrangements, and, for the avoidance of doubt, to the extent the Group has implemented a cash-pool arrangement, only the net cash amount available in such cash-pool shall be included; and

(c) that cash is freely and (except for such cash which is subject to security as referred to in paragraph (b) above), immediately available to be applied in repayment or prepayment of the Sustainable Revolving Facility.

"**Cash Equivalent Investments**" means at any time:

(a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank;

(b) any investment in marketable debt obligations issued or guaranteed by the government of the United States of America, the United Kingdom, any member state of the European Economic Area or any Participating Member State or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security;

(c) commercial paper not convertible or exchangeable to any other security:

(i) for which a recognised trading market exists;

(ii) issued by an issuer incorporated in the United States of America, the United Kingdom, any member state of the European Economic Area or any Participating Member State;

(iii) which matures within one year after the relevant date of calculation; and

(iv) which has a credit rating of either A-1 or higher by Standard & Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investor Services Limited, or, if no rating is available in respect of the commercial paper the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating;

(d) bills of exchange eligible for rediscount at the relevant central bank and accepted by an Acceptable Bank (or their dematerialised equivalent);

(e) any investment in money market funds which:

(i) have a credit rating of either A-1 or higher by Standard & Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investor Services Limited;

(ii) invest substantially all their assets in securities of the types described in paragraphs (a) to (d) (inclusive) above; and

(iii) can be turned into Cash on not more than 30 days' notice; and

(f) any other debt security approved by the Majority Lenders,

in each case, denominated and payable in freely transferable and freely convertible currency to which any member of the Group is alone (or together with other members of the Group) beneficially entitled at that time and which is not issued or guaranteed by any members of the Group or subject to any Security.

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

(a) *before deducting* any items accounted for as financial expenses under the Accounting Principles (other than any interest expenses of any Finance Leases) whether paid, payable or capitalised by any member of the Group (calculated on a consolidated basis) in respect of that Relevant Period;

(b) *not including* any items accounted for as financial income under the Accounting Principles whether paid or payable to or capitalised in favour of any member of the Group (calculated on a consolidated basis) in respect of that Relevant Period;

(c) *after adding back* any non-cash amount attributable to the amortisation (other than in relation to any Finance Leases), depreciation or impairment of assets of members of the Group (and taking no account of the reversal of any previous impairment charge made in that Relevant Period);

(d) *not including* any accrued interest owing to any member of the Group;

(e) *before taking into account* any Exceptional Items;

(f) *before taking into account* (i) any legal settlement costs relating to the class action securities lawsuits against the Company referred to as In re Oatly Group AB Sec. Litig.,

CA No. 1:21-cv-06360-AKH (S.D.N.Y.) and Hipple v. Oatly Group AB, et al., Index No. 151432/2022 (N.Y. Sup. Ct.) (Borrok, J.) required to be paid by the Group in 2024 in an aggregate amount not exceeding USD 9,250,000 and (ii) any provision therefor, provided that the aggregate maximum amount excluded from EBITDA for any Relevant Period pursuant to this paragraph (f) shall not exceed USD 9,250,000;

(g) *before taking into account* (i) any legal settlement costs and other fees, costs and expenses incurred by the Group in connection with the New Product Launch in an aggregate amount not exceeding $12,600,000 and (ii) any provision therefor, provided that the aggregate maximum amount excluded from EBITDA for any Relevant Period pursuant to this paragraph (g) shall not exceed $12,600,000;

(h) *excluding* any DFW and PB Facility Closure Costs, provided that:

(i) the aggregate amount excluded from EBITDA pursuant to this paragraph (h) shall not exceed $50,000,000 in the aggregate for all Relevant Periods; and

(ii) if on or after 1 January 2024 but prior to 31 December 2024 the Obligors shall not have received cash consideration for Dispositions of Peterborough Facility Assets and Dallas-Fort Worth Facility Assets in the aggregate amount of at least $20,000,000 (when aggregated with any cash proceeds received by the Obligors during the same period attributable to the return, cancellation or termination of any delivery, order, contract or other agreement relating to the Peterborough Facility and/or the Dallas-Fort Worth Facility), then with respect to the Relevant Period ending on or about 31 December 2024 and any Relevant Period ending thereafter, only 50% of the applicable DFW and PB Facility Closure Costs may be excluded from EBITDA for each such Relevant Period pursuant to this paragraph (h);

(i) *excluding* (i) any Greater China and Singapore Facility Closure Costs in an aggregate amount not exceeding $35,000,000 and (ii) any provision therefor, provided that the aggregate maximum amount excluded from EBITDA for any Relevant Period pursuant to this paragraph (i) shall not exceed $35,000,000;

(j) *before deducting* any Transaction Costs (other than any costs relating to any reorganisation permitted by the Finance Documents), provided that the aggregate amount excluded from EBITDA pursuant to this paragraph (j) shall not exceed $20,000,000 in the aggregate for all Relevant Periods;

(k) *after deducting* the amount of any profit (or adding back the amount of any loss) of any member of the Group which is attributable to minority interests;

(l) *plus* or *minus* the Group's share of the profits or losses (after finance costs and tax) of non-Group entities;

(m) *before taking into account* any unrealised gains or losses on any derivative instrument (other than any derivative instrument which is accounted for on a hedge accounting basis);

(n) *before taking into account* any non-cash gain or loss arising from an upward or downward revaluation of any other asset or on a disposal of any asset (not being a disposal made in the ordinary course of trading);

(o) *before taking into account* any pension items ("**Pension Items**");

(p) *after adding back* (to the extent otherwise deducted) any provisions or costs relating to any share option or incentive schemes of the Group; and

(q) *excluding* the charge to profit represented by the expensing of stock options,

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 in each case for that Relevant Period, and provided that, notwithstanding the foregoing, the aggregate amount of all Exceptional Items and Pension Items increasing EBITDA for any Relevant Period, together with the aggregate amount of Pro Forma Adjustments increasing EBITDA for such Relevant Period shall not exceed the greater of (A) SEK 100,000,000 (or its equivalent in other currencies) and (B) 15% of EBITDA for such Relevant Period (measured after giving effect to such adjustments).

"**Equity**" means Total Assets less Total Liabilities.

"**Exceptional Items**" means:

(a) any items of an unusual or non-recurring nature which represent gains or losses; and

(b) any Restructuring Costs.

"**Finance Lease**" means Capitalized Lease Obligations.

"**Financial Quarter**" means the period commencing on the day after one Quarter Date and ending on the next Quarter Date.

"**Financial Year**" means the annual accounting period of the Group ending on or about 31 December in each year.

"**IFRS**" means international accounting standards within the meaning of IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

"**Intangible Assets**" means Total Assets less the aggregate book value of all tangible assets of the Group at any time.

"**Liquidity**" means the aggregate amount of:

(a) Unrestricted Cash held by the Obligors (excluding any Obligor organised in PRC); and

(b) Available Commitments under the Sustainable Facilities (which, for the avoidance of doubt, shall include for purposes of such calculation the amount of Available Commitments under the Sustainable Facilities that are not permitted to be drawn as a result of Clause 24.23 (*Draw-Stop*) and, without double counting, available undrawn Ancillary Commitments to the extent relating to an Ancillary Facility (x) which is a committed facility and may be utilised by way of cash loans and (y) if subject to a borrowing base, the borrowing base is complied with,

provided that any member of the Group which is required to become an Obligor, pursuant to paragraph (d) of Clause 24.27 (*Guarantors and Transaction Security*), within thirty (30) days of the 2023 Effective Date shall be deemed to constitute an Obligor during such thirty (30)-day period. Solely for purposes of paragraph (b) of this definition of "Liquidity", undrawn Available Commitments denominated in SEK shall be converted to Dollars at the currency exchange rate of 1SEK to 0.0952381 Dollars.

"**Pension Items**" has the meaning given to such term in the definition of "EBITDA".

"**Quarter Date**" means each of 31 March, 30 June, 30 September and 31 December.

"**Relevant Period**" means each period of 12 months ending on or about the last day of each Financial Quarter.

"**Restructuring Costs**" means expenditure, costs relating to the restructuring or reorganisation of parts of, or any business or assets of any member of, the Group, the rebranding, relocation, rationalisation, reduction, disposal or elimination of administrative or production locations, product lines, assets or businesses, the recruitment, relocation, retention, retraining, severance and/or termination of any employee or member of management, business interruption or discontinued operations, any other cost-cutting measure or rationalisation, and any other similar item, including, in each case, the payment of costs, expenses, Taxes and fees (including, but not limited to, any advisor and consultancy fee) relating to any such action.

"**Tangible Assets**" means Total Assets less Intangible Assets.

"**Tangible Solvency Ratio**" means the ratio of Adjusted Equity to Tangible Assets.

"**Total Assets**" means the aggregate book value of all assets (both tangible and intangible (including, for the avoidance of doubt, goodwill)) of the Group at any time.

"**Total Liabilities**" means the book value of long term and short term debt and other liabilities of the Group which shall be included in the balance sheet at any time less the aggregate amount of:

(a) the PIPE Financing to the extent it constitutes a Subordinated Financing; and

(b) each Subordinated Financing to the extent provided by any shareholder of the Company.

"**Total Net Debt**" means, at any time, the aggregate amount of all obligations of members of the Group for or in respect of Borrowings required to be recorded on a balance sheet in accordance with the Accounting Principles at that time but:

(a) only for the purposes of calculating Total Net Leverage Ratio in respect of the financial covenant at paragraph (e) of Clause 23.2 (*Financial condition*), paragraph (d) of the definition of "Margin" and the definition of "Maximum Leverage Requirement", excluding any amounts owing under the PIPE Financing to the extent it constitutes a Subordinated Financing;

(b) only for the purposes of calculating Total Net Leverage Ratio in respect of the financial covenant at paragraph (e) of Clause 23.2 (*Financial condition*), paragraph (d) of the definition of "Margin" and the definition of "Maximum Leverage Requirement", excluding any amounts owing under Finance Leases;

(c) excluding any amounts in respect of undrawn letters of credit, bank guarantees, hedging obligations and capital stock, shares or equivalents; and

(d) deducting the aggregate amount of Cash and Cash Equivalent Investments held by any member of the Group at that time in an aggregate amount not to exceed $25,000,000,

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

"**Total Net Leverage Ratio**" means the ratio of (i) Total Net Debt to (ii) the greater of (x) EBITDA in respect of any Relevant Period and (y) zero.

"**Unrestricted Cash**" means (x) Cash and Cash Equivalent Investments of the Term Loan B Borrowers and Subsidiaries of the Company that is not Restricted and (y) Cash and Cash Equivalent Investments of the Term Loan B Borrowers and Subsidiaries of the Company that are restricted in favor of the Sustainable Facilities and/or any other pari passu Financial Indebtedness permitted to be incurred hereunder that is secured by the Transaction Security and subject to the Intercreditor Agreement, whether or not such Cash and Cash Equivalent Investments are held in a pledged account. For the purpose of this definition, "**Restricted**" means, when referring to Cash or Cash Equivalent Investments of the Company or any of its

Subsidiaries, that such Cash or Cash Equivalent Investments (i) appear (or would be required to appear) as "restricted" on a consolidated balance sheet of the Company or such Subsidiary (unless such appearance is related to the Finance Documents (or the Transaction Security) or other Permitted Financial Indebtedness which is permitted to be secured by the Transaction Security that is subject to the Intercreditor Agreement**)** or (ii) are subject to any Security (other than Transaction Security that are subject to the Intercreditor Agreement).

23.2 Financial condition

The Company shall ensure that:

(a) *Tangible Solvency Ratio*: the Group's Tangible Solvency Ratio shall at any Quarter Date exceed 30%.

(b) *Minimum EBITDA*: the Group's EBITDA for the Relevant Period ending on the relevant Quarter Date shall exceed the amount as set out below opposite that Quarter Date:

Relevant Period ending	Amount
31 December 2023	[***]
31 March 2024	[***]
30 June 2024	[***]
30 September 2024	[***]
31 December 2024	[***]
31 March 2025	[***]
30 June 2025	[***]
30 September 2025	[***]
31 December 2025	[***]
31 March 2026	[***]
30 June 2026	[***]
30 September 2026	[***]
31 December 2026	[***]
31 March 2027	[***]
30 June 2027	[***]
30 September 2027	[***]
31 December 2027	[***]
31 March 2028 and each Quarter Date thereafter	[***]

(c) *Minimum Europe & International EBITDA*: in respect of any Relevant Period ending on the relevant Quarter Date during any Minimum Europe & International EBITDA

Covenant Testing Period only, Four Quarter Europe & International EBITDA of the Europe & International Group shall exceed the amount as set out below opposite that Quarter Date:

Relevant Period ending	Amount
31 March 2024	[***]
30 June 2024	[***]
30 September 2024	[***]
31 December 2024	[***]
31 March 2025	[***]
30 June 2025	[***]
30 September 2025	[***]
31 December 2025	[***]
31 March 2026	[***]
30 June 2026	[***]
30 September 2026	[***]
31 December 2026	[***]
31 March 2027	[***]
30 June 2027	[***]
30 September 2027	[***]
31 December 2027 and each Quarter Date thereafter	[***]

(d) *Minimum Liquidity*: the Group's Liquidity shall:

(i) at all times on or prior to 31 December 2023, exceed [***];

(ii) at all times during the Financial Quarter ending 31 March 2024 or 30 June 2024, exceed [***];

(iii) at all times during the Financial Quarter ending 30 September 2024 or 31 December 2024, exceed [***]; and

(iv) at all times thereafter, exceed [***].

(e) *Total Net Leverage Ratio*: the Group's Total Net Leverage Ratio for the Relevant Period ending on the relevant Quarter Date shall not exceed the ratio as set out below opposite that Quarter Date:

Relevant Period ending	Ratio
31 December 2026	4.50:1

31 March 2027	3.50:1
30 June 2027	3.50:1
30 September 2027	3.50:1
31 December 2027	3.50:1
31 March 2028 and each Quarter Date thereafter	3.00:1

23.3 Financial testing

(a) The financial covenants set out in Clause 23.2 (*Financial condition*) shall be calculated in accordance with the Accounting Principles and, with respect to the financial covenants set out in paragraphs (a) (*Tangible Solvency Ratio*), (b) (*Minimum EBITDA*), (c) (*Minimum Europe & International EBITDA*) and/or (e) (*Total Net Leverage Ratio*) of Clause 23.2 (*Financial condition*) tested by reference to each Compliance Certificate delivered pursuant to Clause 22.2 (*Compliance Certificate*).

(b) If a member of the Group acquires or disposes of a company or business (including any commitment in respect thereof), for each Relevant Period ending on a date which is less than 12 months after that company or business became or, as applicable, ceased to be a part of the Group, the results of that company or, as applicable, attributable to that business will be deemed included with those of the rest of the Group or, as applicable, excluded for the full duration of such Relevant Period as if that company or business had become or, as applicable, ceased to be a part of the Group at the start of the Relevant Period. Such results in respect of an acquired company or business shall be adjusted on a pro forma basis so that they take into account the reasonably identifiable and supportable anticipated full run-rate effect of any synergies and cost savings (as projected by the Company in good faith) realizable or which the Company believes can be obtained during the period of 12 months from the date of the relevant acquisition combining the operations of the acquired company or business with the operations of the Group, and it may be assumed for the purposes of calculating such pro forma increase or decrease to EBITDA that the full run-rate effect of such synergies and net costs savings are and will be fully realizable on the first day of and during the entire Relevant Period (such synergies and cost-savings, "**Pro Forma Adjustments**") net of the amount of actual benefits realized prior to or during such period from such actions; provided that the aggregate amount of all Pro Forma Adjustments increasing EBITDA for any Relevant Period, together with the aggregate amount of all Exceptional Items and Pension Items increasing EBITDA for such Relevant Period shall not exceed the greater of (A) SEK 100,000,000 (or its equivalent in other currencies) and (B) 15% of EBITDA for such Relevant Period (measured after to giving effect to such adjustments).

(c) If any financial covenant set out in Clause 23.2 (*Financial condition*) would be breached on the basis of exchange rates prevailing on the last date of any Relevant Period, but would not be breached on the basis of average exchange rates over that Relevant Period, then such average exchange rates shall apply for that Relevant Period and for any following Relevant Period after such change.

(d) For the purpose of this Clause 23, no item shall be included or excluded more than once in any calculation.

23.4 Equity Cure

(a) If, in respect of any Relevant Period (the "**First Relevant Period**") or Quarter Date, the Company is in breach of any obligation set out in paragraphs (a) (*Tangible Solvency Ratio*), (c) (*Minimum Europe & International EBITDA*) and/or (e) (*Total Net Leverage Ratio*) of Clause 23.2 (*Financial condition*) (each a "**Relevant Financial Covenant**"), then the Company may, after the end of such First Relevant Period or Quarter Date and within 10 days of the earlier of (x) the date of delivery of the relevant Compliance Certificate or (y) the date on which the relevant Compliance Certificate was required to be delivered (the "**Relevant Financial Covenant Cure Expiration Date**") relating to such First Relevant Period or Quarter Date (as applicable), procure the contribution of the net proceeds in cash by way of New Company Injection(s) to the Company (which shall substantially contemporaneously contribute (directly or indirectly) such net proceeds to the Original Borrower via CEBA) (such net proceeds being a "**Relevant Financial Covenant Equity Cure Amount**" and such contribution being an "**Relevant Financial Covenant Equity Cure**") which, subject to the conditions in paragraph (c) below and provided that (1) the Original Borrower notifies the Agent that the Original Borrower has received the Relevant Financial Covenant Equity Cure Amount and (2) the Original Borrower has received such New Company Injection(s), then such Relevant Financial Covenant Equity Cure Amount shall have the effect that the applicable Relevant Financial Covenant in breach will be calculated giving effect to the following adjustments:

(i) for the purpose of calculating Tangible Solvency Ratio, Equity as at the relevant Quarter Date shall be recalculated assuming that the Equity Cure Amount had been contributed and applied towards an increase in Equity immediately prior to the relevant Quarter Date but not to exceed the amount necessary to cure the relevant breach;

(ii) for the purpose of calculating Four Quarter Europe & International EBITDA solely for purposes of paragraph (c) (*Minimum Europe & International EBITDA*) of Clause 23.2 (*Financial condition*), and not for purposes of the determination of the Total Net Leverage Ratio, the Relevant Financial Covenant Equity Cure Amount shall be added to Four Quarter Europe & International EBITDA for the First Relevant Period (and any subsequent Relevant Period including the relevant fiscal quarter) but not to exceed the amount necessary to cure the relevant breach; and

(iii) for the purpose of calculating Total Net Leverage Ratio, Total Net Debt shall be reduced and recalculated assuming that the Equity Cure Amount had been contributed and applied prior to the relevant Quarter Date but not to exceed the amount necessary to cure the relevant breach,

and compliance with paragraphs (a) (*Tangible Solvency Ratio*), (c) (*Minimum Europe & International EBITDA*) and/or (e) (*Total Net Leverage Ratio*) of Clause 23.2 (*Financial condition*) will be determined by reference to the recalculations (or calculations) described above.

(b) If the Company is in breach of any obligation set out in paragraph (d) (*Minimum Liquidity*) of Clause 23.2 (*Financial condition*) (the "**Liquidity Financial Covenant**", and together with the Relevant Financial Covenants the "**Financial Covenants**") then the Company may, after the date of the applicable breach and within 10 days of the earliest of (w) the date the notice of the breach (or prospective breach) is provided under paragraphs (a) or (b) of Clause 22.6 (*Information: Miscellaneous*), (x) the date on which the notice of the breach (or prospective breach) is required to be provided under paragraphs (a) or (b) of Clause 22.6 (*Information: Miscellaneous*), (y) the date

of delivery of the Liquidity Report pursuant to paragraph (g) of Clause 22.1 (*Financial Statements*) demonstrating such breach and (z) the date on which the Liquidity Report for the applicable fiscal month in which such breach occurred was required to be delivered pursuant to paragraph (g) of Clause 22.1 (*Financial Statements*) (the "**Liquidity Financial Covenant Cure Expiration Date**" and, together with the Relevant Financial Covenant Cure Expiration Date, collectively, the "**Cure Expiration Date**"), procure the contribution of the net proceeds in cash by way of New Company Injection(s) to the Company (which shall substantially contemporaneously contribute (directly or indirectly) such net proceeds to the Original Borrower via CEBA) (such net proceeds being a "**Liquidity Financial Covenant Equity Cure Amount**" and, together with the Relevant Financial Covenant Equity Cure Amount, collectively, the "**Equity Cure Amount**"; such contribution being an "**Liquidity Financial Covenant Equity Cure**" and, together with the Relevant Financial Covenant Equity Cure, collectively, the "**Equity Cure**") which, subject to the conditions in paragraph (c) below and provided that (1) the Original Borrower notifies the Agent that the Original Borrower has received the Liquidity Financial Covenant Equity Cure Amount and (2) the Original Borrower has received such New Company Injection(s), then such Liquidity Financial Covenant Equity Cure Amount shall have the effect that the Liquidity Financial Covenant in breach will be calculated giving effect to the following adjustments: for the purpose of calculating Liquidity, Unrestricted Cash shall be recalculated assuming that the Liquidity Financial Covenant Equity Cure Amount had been contributed and applied towards an increase in Unrestricted Cash immediately prior to the date of breach of the Liquidity Financial Covenant, and compliance with the Liquidity Financial Covenant will be determined by reference to the recalculations (or calculations) described above.

(c) The Equity Cure Amount may only be taken into account to remedy or prevent non-compliance with the relevant Financial Covenants as set out in paragraphs (a) and (b) above if the Company does not make any such election or receive the benefit of an Equity Cure:

(i) more than three times over the life of the Sustainable Facilities;

(ii) more than twice during any consecutive period of four Financial Quarters; or

(iii) in an amount greater than the Equity Cure Amount necessary to cure the relevant Event of Default.

(d) For the avoidance of doubt, any Equity Cure Amount shall not be taken into account for calculating EBITDA for the purposes of any financial covenants set out in Clause 23.2 (*Financial condition*), other than as set out in paragraph (a)(ii) above.

(e) The Equity Cure Amount will only have the effect of remedying the breaches of the Financial Covenants and not the calculation of Margin or otherwise (including with respect to any other basket, usage or other purposes under the Finance Documents).

24. General Undertakings

The undertakings in this Clause 24 remain in force from the 2023 Effective Date for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

24.1 Authorisations

Each Obligor shall promptly:

(a) obtain, comply with and do all that is necessary to maintain in full force and effect; and

(b) supply certified copies to the Agent of,

any Authorisation required under any law or regulation of a Relevant Jurisdiction to:

(i) enable it to perform its obligations under the Finance Documents to which it is a party; and

(ii) subject to the Legal Reservations and, in the case of the Transaction Security Documents to which it is a party, any applicable Perfection Requirements, ensure the legality, validity, enforceability or admissibility in evidence in its Relevant Jurisdiction of any Finance Document to which it is a party.

24.2 Compliance with Laws

Each Obligor shall comply in all material respects with all laws to which it may be subject, if failure so to comply would materially impair its ability to perform its obligations under the Finance Documents to which it is a party.

24.3 Negative pledge

In this Clause 24.3, "**Quasi-Security**" means an arrangement or transaction described in paragraph (b) below.

(a) Except as permitted under paragraph (c) below, no Obligor shall (and the Company shall ensure that no other member of the Group will) directly or indirectly create, incur, assume or permit to subsist any Security over or with respect to any property or assets of any kind.

(b) Except as permitted under paragraph (c) below, no Obligor shall (and the Company shall ensure that no other member of the Group will):

(i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Group;

(ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms, save as permitted by paragraph (o)(ii) of the definition of "Permitted Disposal";

(iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or

(iv) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

(c) Paragraphs (a) and (b) above do not apply to any Security or (as the case may be) Quasi-Security, listed below:

(i) Permitted Security; or

(ii) a Permitted Transaction.

24.4 Disposals

(a) Except as permitted under paragraph (c) below, no Obligor shall (and the Company shall ensure that no other member of the Group will), enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any asset.

(b) Paragraph (a) above does not apply to any sale, lease, transfer or other disposal which is:

(i) a Permitted Disposal; or

(ii) a Permitted Transaction.

24.5 Restricted Investments

(a) No Obligor shall (and the Company shall ensure that no other member of the Group will) directly or indirectly make any Investments except for any Permitted Investments.

(b) Notwithstanding anything to the contrary herein or in any other Finance Document, (i) all Material Intellectual Property shall be owned by an Obligor and (ii) the aggregate amount of Investments (other than Investments pursuant to paragraphs (ll) and (mm) of the definition of "Permitted Investments") by Obligors in (i) Subsidiaries that are not Obligors and (ii) assets that are not owned by Obligors (in each case, after giving effect to the relevant Investment) shall not exceed in the aggregate $10,000,000.

24.6 Holding Companies

(a) Neither the Company nor CEBA shall trade, carry on any business, own any assets or incur any liabilities except for any Permitted Holding Company Activity.

(b) The Company and CEBA shall not create, incur, assume or suffer to exist any security on any shares of CEBA or the Borrowers or any member of the Group (other than Transaction Security pursuant to any Finance Document, non-consensual security arising solely by operation of law and security pursuant to documentation relating to other secured Financial Indebtedness permitted to be incurred and secured hereunder on a pari passu basis with, or junior basis to, the Sustainable Facilities).

24.7 Change of Business

The Company shall procure that no substantial change is made to the general nature of the business of the Group (taken as a whole) from that carried on at the 2023 Effective Date.

24.8 Acquisitions

(a) Except as permitted under paragraph (b) below, no Obligor shall (and the Company shall ensure that no other member of the Group will):

(i) acquire a company or any shares or a business or undertaking (or, in each case, any interest in any of them); or

(ii) incorporate a company.

(b) Paragraph (a) above does not apply to an acquisition of a company, of shares or a business or undertaking (or, in each case, any interest in any of them) or the incorporation of a company which is:

(i) a Permitted Investment under paragraphs (l), (nn), (oo) and (pp); or

(ii) a Permitted Transaction.

24.9 Dividends and share redemption

(a) Except as permitted under paragraph (vii) below, the Company shall not:

(i) declare, make or pay any dividend (whether in cash or in kind) on or in respect of its share capital (or any class of its share capital);

(ii) repay or distribute any dividend;

(iii) pay or allow any member of the Group to pay any management, advisory or other fee to or to the order of any of the shareholders of the Company; or

(iv) redeem, repurchase, defease, retire or repay any of its share capital or resolve to do so.

(b) Paragraph (a) above does not apply to:

(i) a Permitted Payment; or

(ii) a Permitted Transaction.

24.10 Financial Indebtedness

(a) Except as permitted under paragraph (b) below, no Obligor shall (and the Company shall ensure that no other member of the Group will) incur or allow to remain outstanding any Financial Indebtedness.

(b) Paragraph (a) above does not apply to Financial Indebtedness which is:

(i) Permitted Financial Indebtedness; or

(ii) a Permitted Transaction.

24.11 Environmental compliance

Each Obligor shall (and the Company shall ensure that each member of the Group will):

(a) comply with all Environmental Law;

(b) obtain, maintain and ensure compliance with all requisite Environmental Permits; and

(c) implement procedures to monitor compliance with and to prevent liability under any Environmental Law,

where failure to do so has or is reasonably likely to have a Material Adverse Effect.

24.12 Anti-corruption law

(a) No Obligor shall (and the Company shall ensure that no other member of the Group will) directly or indirectly use any part of the proceeds of the Sustainable Facilities for any purpose which would breach anti-corruption, anti money-laundering or anti-bribery laws in any jurisdiction.

(b) Each Obligor shall (and the Company shall ensure that each other member of the Group will):

(i) conduct its businesses in compliance with applicable anti-corruption, anti money-laundering or anti-bribery laws; and

(ii) maintain policies and procedures designed to promote and achieve compliance with such laws.

24.13 Sanctions

(a) No Obligor shall (and the Company shall procure that no other member of the Group nor, in relation to paragraphs (ii) below, any of their respective directors, officers or employees will):

(i) request any Utilisation or use, lend, contribute or otherwise make available the proceeds of any Utilisation or any other transaction contemplated by a Finance Document to any person directly or indirectly:

(A) to fund or support any trade, business or other activities of or with any Restricted Party in violation of any applicable Sanctions; or

(B) in any manner that would reasonably be expected to result in any person being in breach of any applicable Sanctions or becoming a Restricted Party; or

(ii) use any revenue or benefit derived from any activity or dealing which is in breach of any applicable Sanctions in discharging any obligation due under or in connection with any Finance Document.

(iii) directly or indirectly engage in any activity, transaction or conduct that results or is reasonably likely to result in any party being in breach of any Sanctions or becoming a person subject to Sanctions; or

(iv) directly or indirectly engage in any activity, transaction or conduct that evades or avoids, or has the purpose of evading or avoiding, or breaches or attempts to breach, directly or indirectly, in whole or in part, any Sanctions.

(b) Any provision of this Clause 24.13 or Clause 21.15 (*Sanctions*) shall not apply to or in favour of any person if and to the extent that it would result in a breach, by or in respect of that person, of any applicable Blocking Law.

(c) Each Obligor shall (and the Company shall procure that each other member of the Group will), to the extent permitted by law and promptly upon becoming aware of them, supply to the Agent details of any claim, proceeding, formal notice or formal investigation against it or any other member of the Group with respect to Sanctions.

(d) Each Obligor shall (and the Company shall procure that each other member of the Group will) take all reasonable measures to ensure compliance with Sanctions.

24.14 Pari passu ranking

Subject to the Legal Reservations each Obligor shall ensure that at all times any unsecured and unsubordinated claims of a Finance Party against it under the Finance Documents to which it is a party rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors except those creditors whose claims are mandatorily preferred by laws of general application to companies.

24.15 Centre of main interests and establishments

Each Obligor shall procure that, its centre of main interest (as that term is used in Article 3(1) of the Regulation and from 26 June 2017, the Recast Regulation) is situated in its jurisdiction of incorporation and it has no "establishment" as that term is used in article 2(10) of the Regulation in any other jurisdiction.

24.16 Access

If an Event of Default has occurred and is continuing, each Obligor (and each Obligor shall procure that each member of the Group) shall permit the Agent and/or the Security Agent and/or accountants or other professional advisers and contractors of the Agent or Security Agent free access at all reasonable times and on reasonable notice at the risk and cost of the Obligor or the Company to (a) the premises, assets, books, accounts and records of each Obligor and (b) meet and discuss matters with senior management of the Group.

24.17 Intellectual Property

Each Obligor shall (and the Company shall procure that each other member of the Group will):

(a) preserve and maintain the subsistence and validity of the Intellectual Property necessary for the business of the relevant Group member;

(b) use reasonable endeavours to prevent any infringement in any material respect of the Intellectual Property;

(c) make registrations and pay all registration fees and taxes necessary to maintain the Intellectual Property that is necessary for the business of the relevant Group member in full force and effect and record its interest in that Intellectual Property;

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

(e) not discontinue the use of the Intellectual Property that is necessary for the business of the relevant Group member,

where failure to do so, in the case of paragraphs (a), (b) and (c) above, or, in the case of paragraphs (d) and (e) above, such use, permission to use, omission or discontinuation, is reasonably likely to have a Material Adverse Effect.

24.18 U.S. Governmental Regulation

Each Obligor shall ensure that it does not have, or could not reasonably be expected to have, any amount of liability, contingent or otherwise, with respect to an "employee benefit plan" (as defined in ERISA) which is subject to Title IV of ERISA or Section 412 of the Code, which is reasonably likely to have a Material Adverse Effect.

24.19 Junior Debt

(a) No Obligor shall make (and the Company shall procure that no member of the Group shall make) any principal payment on, or redeem, repurchase, defease or otherwise acquire or retire for value, in each case, prior to any scheduled repayment, sinking fund payment or maturity, any Financial Indebtedness that is secured by the Charged Property on a junior basis to the Sustainable Facilities ("**Junior Lien Financing**") or any Subordinated Indebtedness (together, "**Junior Financing**"), in each case other than a Permitted Payment or as expressly permitted by the Intercreditor Agreement and Clause 24.26 (*PIPE Financing Payments*), and provided that the redemption, repurchase, retirement or other acquisition of Subordinated Indebtedness of the Company in exchange for, or out of the cash proceeds of the issuance or sale of, Equity Interests of the Company or contributions to the equity capital of the Company (other than Excluded Equity) shall be permitted.

(b) No Obligor shall incur (and the Company shall procure that no member of the Group shall incur) any Junior Lien Financing.

24.20 Limitation on Security over real property

The Obligors shall not, nor shall they permit any other member of the Group to, directly or indirectly, create, incur, assume, suffer or permit to exist any Security over any real property of the Group (other than Transaction Security).

24.21 Material Intellectual Property

(a) The Obligors shall not, nor shall they permit any other member of the Group to, directly or indirectly create, incur, assume or suffer to exist any Security on Material Intellectual Property securing (i) Financial Indebtedness in respect of borrowed money, (ii) Financial Indebtedness evidenced by bonds, notes, debentures or similar instruments or letters of credit or bankers' acceptances (or, without duplication, reimbursement obligations in respect thereof) or (iii) any guarantee of the foregoing, in each case unless (A) such Security (and the underlying Financial Indebtedness such Security secures) is Permitted Financial Indebtedness and Permitted Security and (B) the Company provides, or causes the applicable member of the Group to provide, subject, solely with respect to Obligors not organized in the United States or assets not located in the United States, to the Agreed Security and Guarantee Principles, that the Sustainable Facilities are secured equally and ratably by Security on such Material Intellectual Property; provided that (1) the foregoing obligation will not apply with respect to (x) any Security on Material Intellectual Property securing Financial Indebtedness that existed at the time the Group acquired such Material Intellectual Property and that includes a restriction on the rateable and equal securing of the Sustainable Facilities, provided, however, that such Security is not created or incurred in connection with, or in contemplation of, such acquisition and (y) any Security on Material Intellectual Property arising automatically by operation of law and (2) in no event shall this Clause 24.21 permit the incurrence of Financial Indebtedness, or Security on Material Intellectual Property securing Financial Indebtedness, unless such Financial Indebtedness is Permitted Financial Indebtedness and such Security is permitted to be secured on an equal and ratable basis to the Security securing the Sustainable Facilities under Permitted Security. Any Security created for the benefit of the Secured Parties pursuant to the preceding sentence shall provide by its terms that such Security shall be automatically and unconditionally be released and discharged upon the release and discharge of the applicable Security on Material Intellectual Property that gave rise to the obligation to so secure the Sustainable Facilities by Security over such Material Intellectual Property.

(b) Notwithstanding anything in this Agreement to the contrary, the Company will cause all Material Intellectual Property existing as of the 2023 Effective Date or generated or acquired after the 2023 Effective Date to be owned by Obligors and shall not Dispose of any Material Intellectual Property to any member of the Group that is not an Obligor; provided that an Obligor may grant a non-exclusive license of Material Intellectual Property to a member of the Group that is not an Obligor to permit such member of the Group that is not an Obligor to use such Material Intellectual Property in the ordinary course of business.

24.22 Anti-Cash Hoarding

(a) No Borrower shall borrow under the Sustainable Facilities (other than for letters of credit) if after giving effect to such borrowing the Group would have greater than $50,000,000 in cash and Cash Equivalent Investments at such time.

(b) If at any time the Group has cash and Cash Equivalent Investments in excess of $50,000,000 and there are Loans outstanding, the Original Borrower shall promptly repay outstanding Loans in an amount equal to the lesser of (x) the amount of outstanding Loans or (y) the amount of such excess cash and Cash Equivalent Investments in excess of $50,000,000.

24.23 Draw-Stop

(a) At any time that Four Quarter Consolidated EBITDA is not greater than zero, the Original Borrower shall ensure that at least $100,000,000 of Available Commitments remain undrawn.

(b) From and after the 2025 Effective Date, the aggregate outstanding principal amount of Financial Indebtedness (excluding (x) amounts outstanding in respect of Ancillary Facilities and (y) undrawn letters of credit) under this Agreement ("**Subject RCF Indebtedness**") shall not exceed:

(i) until such time that Four Quarter Consolidated EBITDA for two consecutive Relevant Periods ending after the 2025 Effective Date is equal to or greater than $0, $0; and

(ii) thereafter, as of any date of determination, the applicable "Maximum Principal Amount" determined by reference to the amount of Four Quarter Consolidated EBITDA from time to time as set forth below:

	"EBITDA"	
Level	Four Quarter Consolidated EBITDA for each of the two most recently ended Relevant Periods on or prior to such date of determination:	Maximum Principal Amount:
1	Equal to or greater than $0 but less than $25,000,000	$25,000,000
2	Equal to or greater than $25,000,000 but less than $45,000,000	$50,000,000
3	Equal to or greater than $45,000,000 but less than $65,000,000	$100,000,000
4	Equal to or greater than $65,000,000 but less than $75,000,000	$150,000,000
5	Equal to or greater than $75,000,000	The aggregate amount of Financial Indebtedness that may arise under this Agreement

provided that:

(A) for purposes of paragraph (ii), if Four Quarter Consolidated EBITDA as reported for any Relevant Period is less than the amount of Four Quarter Consolidated EBITDA specified in the column entitled "EBITDA" above for the Level then in effect as of such date of determination, the aggregate outstanding principal amount of Subject RCF Indebtedness shall not exceed the "Maximum Principal Amount" set forth above for the Level that corresponds to the amount of Four Quarter Consolidated EBITDA for such Relevant Period (without requiring Four Quarter Consolidated EBITDA to meet such Level for two consecutive Relevant Periods) until such time as another Level set

forth above applies (by way of example of the operation of this proviso, if Four Quarter Consolidated EBITDA for each of the Relevant Periods ending 30 June and 30 September is $26,000,000, Level 2 will be in effect, but if Four Quarter Consolidated EBITDA for the Relevant Period ending 31 December is $24,000,000, then Level 1 will take effect); and

(B) if Four Quarter Consolidated EBITDA as reported for any Relevant Period is less than $0, the aggregate outstanding principal amount of Subject RCF Indebtedness shall not exceed $0.

24.24 Fundamental Changes

The Obligors shall not, nor shall they permit any other member of the Group to, directly or indirectly merge, dissolve, liquidate, amalgamate, consolidate with or into another person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favour of any person, except that (other than in the case of paragraph (c) below), so long as no Event of Default would result therefrom:

(a) any member of the Group (other than the Company, CEBA or any Borrower) may merge, amalgamate or consolidate with (i) a Borrower (including by a merger), provided that such Borrower shall be the continuing or surviving person or (ii) any one or more other members of the Group (other than the Company, CEBA or a Borrower), provided that (A) the continuing or surviving person shall have complied with the requirements of Clause 24.27 (*Guarantors and Transaction Security*) (and if such Subsidiary is a Guarantor, the continuing or surviving person shall be a Guarantor) and (B) such merger, amalgamation or consolidation shall be deemed to constitute an Investment and must be a Permitted Investment, and (to the extent constituting a Disposition) must be a Permitted Disposal or a Permitted Transaction;

(b) (i) any member of the Group that is not an Obligor may merge, amalgamate or consolidate with or into any other member of the Group that is not an Obligor and (ii) any member of the Group (other than the Company, CEBA or the Original Borrower) may liquidate or dissolve, and any Borrower (other than the Original Borrower) or any member of the Group (other than the Company, CEBA or the Original Borrower) may (if the validity, perfection and priority of the Security securing the Sustainable Facilities is not adversely affected thereby) change its legal form if such Borrower or member of the Group determines in good faith that such action is in the best interest of such Borrower or member of the Group and is not disadvantageous to the Lenders in any material respect (it being understood that in the case of any dissolution of a member of the Group that is a Guarantor, such Subsidiary shall at or before the time of such dissolution transfer its assets to another member of the Group that is a Guarantor in the same jurisdiction or a different jurisdiction reasonably satisfactory to the Agent together with the Majority Lenders unless such Disposition of assets otherwise is permitted hereunder; and in the case of any change in legal form, a member of the Group that is a Guarantor will remain a Guarantor unless such Guarantor is otherwise permitted to cease being a Guarantor hereunder);

(c) any member of the Group (other than the Company, CEBA or any Borrower) may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to the Term Loan B Borrowers or to any member of the Group (other than the Company or CEBA), provided that such Disposition shall be deemed to constitute an Investment and must be a Permitted Investment, provided that such Disposition is a Permitted Disposal;

(d) any member of the Group (other than the Company, CEBA or any Borrower) may merge, amalgamate or consolidate with, or dissolve into, any other person in order to effect any Permitted Investment, provided that (i) the continuing or surviving person shall, to the extent subject to the terms hereof, have complied with the requirements of Clause 24.27 (*Guarantors and Transaction Security*) (and if such Subsidiary is a Guarantor, the continuing or surviving person shall be a Guarantor), (ii) such Investment must be a Permitted Investment, (iii) (to the extent constituting a Disposition) such the Disposition must be a Permitted Disposal and (iv) in any merger, amalgamation or consolidation with Company, the Company shall be the continuing or surviving person; and

(e) any member of the Group (other than the Company, CEBA or any Borrower) may merge, dissolve, liquidate, amalgamate, consolidate with or into another person in order to effect a Permitted Disposal.

24.25 Transactions with Affiliates

(a) The Obligors shall not, nor shall they permit any other member of the Group to, directly or indirectly, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction or series of transactions, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of the Company, the Term Loan B Borrowers, or any member of the Group (each of the foregoing, an "**Affiliate Transaction**") involving aggregate consideration in excess of $1,000,000, unless such Affiliate Transaction is on terms that are not materially less favourable to Company, the relevant Borrowers or the relevant member of the Group than those that could have been obtained in a comparable transaction by the Company, the relevant Borrowers or such member of the Group with an unrelated person on an arm's length basis as determined by a majority of the disinterested members of the board of directors (or equivalent governing body) of the Original Borrower.

(b) The provisions of this Clause shall not apply to the following:

(i) (a) (x) transactions between or among the Obligors and (y) transactions between or among members of the Group that are not Obligors and (b) any merger, amalgamation or consolidation of the Term Loan B Borrowers, provided that such merger, amalgamation or consolidation is otherwise in compliance with the terms of this Agreement and effected for a bona fide business purpose;

(ii) Permitted Payments and Permitted Investments;

(iii) transactions in which the Term Loan B Borrowers or any member of the Group, as the case may be, delivers to the Agent a letter from an independent financial advisor stating that such transaction is fair to such Borrower or such member of the Group from a financial point of view or meets the requirements of this Clause;

(iv) payments, loans, advances or guarantees (or cancellation of loans, advances or guarantees) to future, present or former employees, officers, directors, managers, consultants or independent contractors for bona fide business purposes or in the ordinary course of business;

(v) any agreement or arrangement as in effect as of the 2023 Effective Date or as thereafter amended, supplemented or replaced (so long as such amendment, supplement or replacement agreement is not materially disadvantageous (as determined in good faith by the senior management of the Original Borrower)

to the Lenders when taken as a whole as compared to the original agreement or arrangement as in effect on the 2023 Effective Date) or any transaction or payments contemplated thereby;

(vi) customary management incentive payments in the ordinary course of business;

(vii) the existence of, or the performance by the Term Loan B Borrowers or any member of the Group of their obligations under the terms of, any stockholders or similar agreement (including any registration rights agreement or purchase agreement related thereto) to which it is a party as of the 2023 Effective Date;

(viii) transactions with customers, clients, suppliers or purchasers or sellers of goods or services, in each case, in the ordinary course of business and otherwise in compliance with the terms of this Agreement, which are fair to the Term Loan B Borrowers and the Group or are on terms at least as favourable as might reasonably have been obtained at such time from an unaffiliated party (as determined in good faith by the senior management of the Original Borrower);

(ix) [reserved];

(x) the sale, issuance or transfer of Equity Interest (other than Disqualified Stock) of a Borrower or any member of the Group;

(xi) [reserved];

(xii) any contribution to the capital of a Borrower or any member of the Group (other than Disqualified Stock) or any investments by a direct or indirect parent of a Borrower in Equity Interests (other than Disqualified Stock) of a Borrower or any member of the Group (and payment of reasonable out-of-pocket expenses incurred by a direct or indirect parent of a Borrower in connection therewith);

(xiii) [reserved];

(xiv) transactions between the Term Loan B Borrowers or any member of the Group and any person that would constitute an Affiliate Transaction solely because such person is a director or such person has a director which is also a director of the Term Loan B Borrowers or any direct or indirect parent of the Term Loan B Borrowers, provided, however, that such director abstains from voting as a director of such Term Loan B Borrower or such direct or indirect parent of the Term Loan B Borrowers, as the case may be, on any matter involving such other person;

(xv) the entering into of any tax sharing agreement or arrangement and any payments pursuant thereto, in each case, to the extent permitted under Permitted Payments;

(xvi) transactions to effect the Sustainable Facilities, the Term Loan B Facility and the PIPE Financing and the payment of all transaction, underwriting, commitment and other fees and expenses related to the Sustainable Facilities, the Term Loan B Facility and the PIPE Financing;

(xvii) [reserved];

(xviii) the issuances of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, equity purchase agreements, stock options and stock ownership plans or similar employee benefit plans approved by the board of directors of

the Term Loan B Borrowers or of a member of the Group, as appropriate, in good faith;

(xix) (i) any employment, consulting, service or termination agreement, or customary indemnification arrangements, entered into by the Term Loan B Borrowers or any member of the Group with current, former or future officers, directors, employees, managers, consultants and independent contractors of the Term Loan B Borrowers or any member of the Group (or of any direct or indirect parent of such Term Loan B Borrower to the extent such agreements or arrangements are in respect of services performed for such Term Loan B Borrower or any member of the Group), (ii) any subscription agreement or similar agreement pertaining to the repurchase of Equity Interests pursuant to put/call rights or similar rights with current, former or future officers, directors, employees, managers, consultants and independent contractors of the Term Loan B Borrower or any member of the Group or of any direct or indirect parent of such Borrower and (iii) any payment of customary fees and reasonable out-of-pocket costs, compensation or other employee compensation, benefit plan or arrangement, any health, disability or similar insurance plan which covers future, present or former officers, directors, employees, managers, consultants and independent contractors of the Term Loan B Borrowers or any member of the Group or any direct or indirect parent of such Borrower (including amounts paid pursuant to any management equity plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement, stock option or similar plans and any successor plan thereto and any supplemental executive retirement benefit plans or arrangements), in each case in the ordinary course of business or as otherwise approved in good faith by the board of directors of the Term Loan B Borrowers or of a member of the Group or a direct or indirect parent of the Term Loan B Borrowers, as appropriate;

(xx) investments by Affiliates of the Company in Financial Indebtedness or Equity Interests of the Company, any Borrower or any member of the Group;

(xxi) the existence of, or the performance by the Term Loan B Borrowers or any member of the Group of their obligations under the terms of, any registration rights agreement to which they are a party or become a party in the future;

(xxii) investments by a direct or indirect parent of the Term Loan B Borrowers in securities of the Term Loan B Borrowers or any member of the Group (and payment of reasonable out-of-pocket expenses incurred by any direct or indirect parent of such Term Loan B Borrower in connection therewith);

(xxiii) transactions with Joint Ventures for the purchase or sale of goods, equipment and services entered into in the ordinary course of business;

(xxiv) [reserved];

(xxv) (i) intellectual property licenses and (ii) intercompany intellectual property licenses and research and development agreements in the ordinary course of business;

(xxvi) Permitted Financial Indebtedness (to the extent such transaction complies with paragraph (a) above) or transactions permitted by Clause 24.24 (*Fundamental Changes*);

(xxvii) intercompany transactions undertaken in good faith for the purpose of improving the consolidated tax efficiency of the Term Loan B Borrowers and

Group and not for the purpose of circumventing any covenant set forth herein, provided that immediately after giving effect thereto, the security interest of the Security Agent for the benefit of the Secured Parties in the Transaction Security and the value of any guarantee and indemnity granted under Clause 20 (*Guarantee and indemnity*) by the Guarantors, taken as a whole, are not materially impaired;

(xxviii) in respect of securities or loans of the Company or any member of the Group permitted under this Clause or that were acquired from persons other than the Company and any member of the Group, in each case, in accordance with the terms of such securities or loans;

(xxix) payments to or from, and transactions with, Joint Ventures (to the extent any such Joint Venture is only an Affiliate as a result of Investments by the Company and any member of the Group in such Joint Venture) and non-wholly owned Subsidiaries in the ordinary course of business to the extent otherwise permitted as Permitted Investment;

(xxx) [reserved];

(xxxi) payments or loans (or cancellation of loans) or advances, to the extent it is legally permissible, to employees, officers, directors, members of management or consultants (or the estates, executors, administrators, heirs, family members, legatees, distributes, spouse, former spouse, domestic partner or former domestic partner or any of the foregoing) of the Company, any direct or indirect parent companies or any of its Subsidiaries;

(xxxii) the formation and maintenance of any consolidated group or subgroup for tax, accounting or cash pooling or management purposes in the ordinary course of business; and

(xxxiii) the issuance of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, stock option and stock ownership plans or similar employee benefit plans approved by the board of directors of the Company in good faith.

24.26 PIPE Financing Payments

The Obligors shall not, and shall not permit any other member of the Group to, directly or indirectly make any payment of principal, interest, fees, premium or other amounts on, or redeem, repurchase, defease or otherwise acquire or retire for value or make any payment in respect of the PIPE Financing, provided that, for the avoidance of doubt, the foregoing does not prohibit the accrual of capitalized or "paid-in-kind" interest on the PIPE Financing.

24.27 Guarantors and Transaction Security

(a) Subject to the Agreed Security and Guarantee Principles, the Perfection Exceptions and this Clause 24.27, the Company and the Obligors shall ensure that (x) on the 2023 Effective Date and (y) on each date of the delivery of each Annual Report (commencing with the Annual Report for the Financial Year ending on 31 December 2023):

(i) each Material Company; and

(ii) each member of the Group as is necessary to ensure that the aggregate revenue of the Guarantors and the aggregate assets of the Guarantors (in each case calculated on an unconsolidated basis and excluding all goodwill, intra-group items and investments in Subsidiaries of any member of the Group) represent not less than ninety (90) per cent. of consolidated revenue and ninety (90) per

cent. of consolidated gross assets, respectively, of the Group (the "**Guarantor Coverage Test**"),

accedes to this Agreement as an Additional Guarantor, accedes to the Intercreditor Agreement and, if and to the extent required by, and in accordance with, the Agreed Security and Guarantee Principles and the Perfection Exceptions, provide Transaction Security.

(b) For the purpose of paragraph (a)(ii) above:

(i) compliance shall be determined by reference to the latest audited financial statements of the relevant members of the Group (consolidated in the case of a member of the Group which itself has Subsidiaries) and the latest Annual Report (however, if a Subsidiary has been acquired since the date as at which the latest Annual Report was prepared, the financial statements shall be deemed to be adjusted in order to take into account the acquisition of that Subsidiary);

(ii) any member of the Group having negative revenue or assets shall be deemed to have zero revenue or assets; and

(iii) any member of the Group which cannot, or is not, required to become a Guarantor under the Agreed Security and Guarantee Principles will be excluded from both the numerator and the denominator in the calculations.

(c) Notwithstanding paragraph (a) above:

(i) any member of the Group incorporated in Germany, Hong Kong, the Netherlands and Singapore which would, by operation of paragraph (a) above, be required to be a Guarantor as of the 2023 Effective Date shall instead, subject to the Agreed Security and Guarantee Principles and the Perfection Exceptions, be required to accede as an Additional Guarantor, and provide Transaction Security required to be provided by it and in respect of the shares of such member of the Group, within thirty (30) days of the 2023 Effective Date; and

(ii) if on the relevant test date on which each Annual Report is provided, paragraph (a) above is not complied with, within thirty (30) days of such test date, each Material Company and each other members of the Group shall accede as Additional Guarantors to ensure that the Guarantor Coverage Test is satisfied (calculated as if such Additional Guarantors had been Guarantors for the purposes of the relevant test date and provided that, if the Guarantor Coverage Test is satisfied within such time period, no Default, Event of Default or other breach of the Finance Documents shall arise in respect thereof).

(d) The Company shall procure that each of the following members of the Group accedes as an Additional Guarantor within thirty (30) days of the 2023 Effective Date (or such later date as the Majority Lenders may agree in their reasonable discretion):

(i) Oatly Germany GmbH;

(ii) Oatly Pte Ltd;

(iii) Oatly APAC Pte Ltd;

(iv) Oatly Singapore Operations & Supply Pte Ltd;

(v) Oatly Netherlands BV;

(vi) Oatly Netherlands Operations & Supply BV; and

(vii) Oatly Hong Kong Holding Limited.

(e) Notwithstanding the foregoing, subject to the Agreed Security and Guarantee Principles, at all times beginning thirty (30) days following the 2023 Effective Date (or if later within thirty (30) days following their acquisition or incorporation by the Group) all Subsidiaries of the Company organised or incorporated in Sweden, the Netherlands, Germany, Hong Kong and Singapore (in each case, other than any Subsidiary formed or acquired after the 2023 Effective Date that is a bona fide joint venture with a third party not affiliated with the Original Borrower) shall be Guarantors.

(f) Notwithstanding anything to the contrary in the Finance Documents, no member of the Group incorporated in PRC shall be required to accede as an Additional Guarantor.

(g) Any member of the Group which is required to accede as an Additional Guarantor within thirty (30) days of the 2023 Effective Date or thirty (30) days of the delivery of any Annual Report (as applicable) shall be deemed to constitute a Guarantor for the purposes of the Finance Documents during such period.

(h) Subject to the Agreed Security and Guarantee Principles and the Perfection Exceptions, the Company and the Borrowers shall procure that each Obligor, within one hundred and twenty (120) days after the acquisition (or date the applicable real property becomes Material Real Property) thereof (or such longer period as the Majority Lenders may agree in their reasonable discretion):

(i) grants to the Security Agent Mortgages on such Material Real Property of such Obligor that are acquired (or which become Material Real Property) after the 2023 Effective Date;

(ii) with respect to such Material Real Property (other than Excluded Property), unless otherwise waived by the Majority Lenders, delivers to the Security Agent:

(A) counterparts of each Mortgage to be entered into with respect to each such Material Real Property duly executed and delivered by the record owner of such Material Real Property and suitable for recording or filing in all filing or recording offices that the Agent may reasonably deem necessary or desirable in order to create a valid and enforceable Transaction Security subject to no other Security except Permitted Security, at the time of recordation thereof;

(B) fully paid American Land Title Association Lender's title insurance policies or a marked up unconditional binder for such insurance (the "**Mortgage Policies**"), including copies of all documents referred to therein, in form and substance reasonably requested by the Agent, with endorsements reasonably requested by the Agent; provided such endorsements are available in the applicable jurisdictions at commercially reasonable rates; and provided further that in jurisdictions in which zoning endorsements are not available at commercially reasonable rates, the Agent shall accept zoning letters or zoning reports from a nationally recognized zoning company in lieu of zoning endorsements to such Mortgage Policies in amounts reasonably acceptable to the Agent (not to exceed the Fair Market Value of the underlying real property covered thereby and subject to any tie-in coverage available), issued by a nationally recognized title insurance company reasonably acceptable to the Agent;

(C) surveys, ExpressMaps, Zip Maps, other aerial surveys or similar products in form sufficiently acceptable to the title insurer in order to issue the Mortgage Policies addressed to the Security Agent, deliver the endorsements referenced above to such Mortgage Policies and remove the standard survey exceptions from the Mortgage Policies as reasonably requested by the Agent;

(D) Phase I environmental site assessment reports if and to the extent already in existence and in the possession of the Borrowers;

(E) (i) customary opinions of local counsel to the Obligors in jurisdictions where the real property subject to a Mortgage is located, with respect to the enforceability of such Mortgage, in form and substance reasonably satisfactory to the Agent and (ii) customary opinions of counsel to the Obligors with respect to the due authorization, execution and delivery of the Mortgage only to the extent such opinions can be provided by the same local counsel issuing the opinions referred to in limb (i) of this sub-paragraph (E);

(F) a "Life of Loan" Federal Emergency Management Agency Standard Flood Hazard Determination showing whether any improvements located on the real property subject to a Mortgage are located in a "special flood hazard area" as designated by the Federal Emergency Management Agency or any successor agency; and

(G) evidence regarding recording and payment of fees, insurance premiums and taxes as the Agent may reasonably request.

(i) If any asset (other than real property) that has an individual fair market value (as determined in good faith by the Company) in an amount greater than $1,000,000 is acquired by any Obligor after the 2023 Effective Date or owned by an entity at the time it becomes a Guarantor (in each case other than (x) assets constituting Charged Property under a Transaction Security Document that become subject to the Security of such Transaction Security Document upon acquisition thereof and (y) assets constituting Excluded Property), the Company or the relevant Obligor will (A) notify the Security Agent of such acquisition or ownership by the end of the fiscal month in which such acquisition or ownership occurs and (B) reasonably promptly thereafter cause such asset to be subjected to Transaction Security (subject to any Permitted Security), and take, and cause the Obligors to take, such actions as shall be reasonably requested by the Security Agent to grant and perfect such Security, including actions described in Clause 24.28 (*Further assurance*), all at the expense of the Obligors,

(j) If any additional direct or indirect Subsidiary of any Term Loan B Borrower is formed or acquired after the 2023 Effective Date (including, without limitation, pursuant to a Delaware LLC Division) (with any Excluded Subsidiary ceasing to be an Excluded Subsidiary being deemed to constitute the acquisition of a Subsidiary) and if such Subsidiary is a Material Company, the Company and the Borrowers shall, subject to the Agreed Security and Guarantee Principles and Perfection Exceptions, promptly after the date such Subsidiary is formed or acquired notify the Security Agent thereof and, within 20 Business Days after the date such Subsidiary is formed or acquired (or such longer period as the Majority Lenders may agree in their reasonable discretion) procure that such Subsidiary accedes as an Additional Guarantor.

(k) The Obligors shall furnish to the Security Agent prompt written notice of any change (A) in any Obligior's corporate or organization name, (B) in any Obligor's identity or organizational structure, (C) in any Obligor's organizational identification number, (D) in any Obligor's jurisdiction of organization or (E) in the location of the chief executive

office of any Obligor that is not a registered organization; provided, that, subject to the Agreed Security and Guarantee Principles, the Borrowers shall not effect or permit any such change unless all filings, to the extent applicable and required, have been made under the Uniform Commercial Code or its equivalent that are required in order for the Security Agent to continue at all times following such change to have a valid, legal and perfected security interest in all the Transaction Security in which a security interest may be perfected by such filing, for the benefit of the Secured Parties.

(l) The Obligors shall, within 30 days after the Company's notice to the Agent of its intention to designate any wholly owned Subsidiary as a Guarantor (or such longer period as the Agent may agree in its reasonable discretion), (A) cause each such Subsidiary to duly execute and deliver to the Agent an Accession Deed and appropriate Transaction Security Documents (or amendments, supplements or joinders to appropriate Transaction Security Documents) and a debtor accession deed to the Intercreditor Agreement and (B) to the extent required by the applicable Transaction Security Documents (if not already so delivered) deliver certificates (or the foreign equivalent thereof, as applicable) representing the pledged Equity Interests of each Obligor held by the applicable Obligor accompanied by undated stock powers or other appropriate instruments of transfer executed in blank; provided that any Excluded Property shall not be required to be pledged as Transaction Security.

(m) The Obligors shall ensure that, except as otherwise contemplated by this Agreement or any Transaction Security Document, all documents and instruments, including Uniform Commercial Code financing statements (or similar financing statements in other jurisdictions) (except for separate fixture filings which shall only be required to be filed to the extent the applicable Mortgage cannot serve as a fixture filing under applicable law in the applicable jurisdiction), and filings with the United States Copyright Office and the United States Patent and Trademark Office or such similar office in any other Material Jurisdiction, and all other actions requested by the Security Agent or the Majority Lenders (including those required by applicable requirements of law) to be delivered, filed, registered or recorded to create the Transactino Security intended to be created by the Transaction Security Documents (in each case, including any supplements thereto) and perfect such Transaction Security to the extent required by, and with the priority required by, the Transaction Security Documents, shall have been delivered, filed, registered or recorded or delivered to the Security Agent for filing, registration or the recording concurrently with, or promptly following, the execution and delivery of each such Transaction Security Document.

(n) Subject to the Agreed Security and Guarantee Principles and the Perfection Exceptions, within (i) forty-five (45) days with respect to any Material Intellectual Property registered in the United States of America and (ii) ninety (90) days with respect to any Material Intellectual Property registered in a Material Jurisdiction (other than the United States of America) (or the World Intellectual Property Organization or the European Union Intellectual Property Office), in each case, after the 2023 Effective Date (in each case, or such longer period as Majority Lenders may agree in its reasonable discretion), the Obligors shall execute, deliver and file intellectual property security agreements in the applicable Material Jurisdictions (or the World Intellectual Property Organization or the European Union Intellectual Property Office) all at the expense of the Obligors in order to provide the Security Agent with a first priority perfected security interest in such Material Intellectual Property in such jurisdiction.

(o) Each Obligor shall cause the Transaction Security on Material Intellectual Property securing the Sustainable Facilities to at all times constitute a first priority perfected Security.

(p) The Company shall procure that all Bank Accounts of the Obligors (other than bank accounts that constitute Exempt Accounts) shall be subject to first priority perfected Transaction Security in favor of the Security Agent in accordance with, and subject to, Clause 24.29 (*Cash management*); it being understood and agreed that security interests over Bank Accounts located outside of the United States and the Netherlands shall be subject to the Agreed Security and Guarantee Principles.

(q) The requirements set out in this Clause 24.27 and the other provisions of the Finance Documents with respect to Transaction Security need not be satisfied with respect to any Excluded Property.

(r) The Borrowers shall ensure that (i) each member of the Group which is a guarantor of the Term Loan B Facility is also a Guarantor hereunder substantially concurrently with becoming a guarantor under the Term Loan B Facility; provided that, notwithstanding anything to the contrary in this Agreement or any Finance Document, no Excluded Tax Subsidiary shall be required to guarantee the obligations of Oatly Inc. and (ii) the Borrowers shall ensure that any Security securing the Term Loan B Facility shall also be Transaction Security under this Agreement and the other Finance Documents securing the liabilities hereunder substantially concurrently with becoming Security under the Term Loan B Facility; provided that, notwithstanding anything to the contrary in this Agreement or any Finance Document, no assets of an Excluded Tax Subsidiary shall be pledged to secure the obligations of Oatly Inc.

24.28 Further assurance

(a) Subject to the Agreed Security and Guarantee Principles and the Perfection Exceptions, each Obligor shall (and the Company shall procure that each other member of the Group will) promptly do all such acts (including, without limitation, (i) notifying the Security Agent within ten (10) Business Days of opening any Material Bank Account to the extent such Obligor has not executed a Transaction Security Document in respect of such Material Bank Account and (ii) to the extent the relevant Obligor has not executed such a Transaction Security Document in respect of such Material Bank Account, such Obligor shall within ten (10) Business Days of such notification execute a Transaction Security Document in respect of such Material Bank Account) or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify having regard to the rights and restrictions in the Finance Documents (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):

(i) to perfect the Security created or intended to be created under or evidenced by the Transaction Security Documents (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Transaction Security) or for the exercise of any rights, powers and remedies of the Security Agent or the Finance Parties provided by or pursuant to the Finance Documents or by law;

(ii) to confer on the Security Agent, or confer on the Finance Parties, Security over any property and assets of that Obligor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Transaction Security Documents;

(iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Transaction Security; and/or

(iv) to provide to the Security Agent, from time to time upon reasonable request by the Security Agent, evidence reasonably satisfactory to the Security Agent and the Lenders as to (A) the perfection and priority of the Transaction Security

created or intended to be created by the Transaction Security Documents, and/or (B) compliance with the requirements of Clause 24.27 (*Guarantors and Transaction Security*).

(b) Subject to the Agreed Security and Guarantee Principles and the Perfection Exceptions, each Obligor shall (and the Company shall procure that each other member of the Group will) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to the Finance Documents, including (without limitation) the Perfection Requirements, as soon as reasonably practicable and, in any event, within the timeframe permitted under the applicable law.

24.29 Cash management

(a) From and after the date that is 30 days after the 2023 Effective Date (or such later date as the Majority Lenders may approve), the Obligors shall (and shall procure that the other members of the Group shall) maintain at all times all cash and Cash Equivalent Investments at Bank Accounts located in the United States or the Netherlands and maintained with depository banks that are Lenders or are otherwise reasonably satisfactory to the Majority Lenders, and the Obligors shall cause such Bank Accounts to satisfy the following requirements (such Bank Accounts being "**Secured Bank Accounts**"):

(i) all such Bank Accounts shall be subject to first priority perfected Transaction Security in favor of the Security Agent;

(ii) in the case of each Bank Account that is located in the United States, such Bank Account shall be subject to a Control Agreement;

(iii) in the case of each Bank Account that is located in the Netherlands, the depository bank at which such Bank Account is maintained shall have (A) acknowledged and consented to the Transaction Security granted over such Bank Account pursuant to the applicable Transaction Security Document and (ii) agreed that, upon delivery by the Security Agent to such depository bank of a notice of exclusive control (or similar notice), the depository bank shall take instruction solely from the Security Agent with respect to such Bank Account and shall disregard any instruction given by any Obligor in respect of such Bank Account; and

(iv) all such Bank Accounts shall be opened and maintained in the name of a Borrower.

(b) Notwithstanding anything in this Clause 24.29 to the contrary, the covenants set forth in paragraph (a) above shall not apply to:

(i) an aggregate amount of cash and/or Cash Equivalent Investments at any time not exceeding $30,000,000 (or the foreign equivalent thereof); provided that such amount of cash and/or Cash Equivalent Investments pursuant to this paragraph (b) shall be maintained at all times in (i) Daily Sweep Accounts, (ii) De Minimis Accounts, (iii) Excluded Accounts and/or (iv) any Bank Account, in each case maintained for operational purposes of the Original Borrower and its Subsidiaries in the ordinary course of business ((i) to (iv) together the "**Exempt Accounts**"); and

(ii) subject to paragraph (c) below, cash and Cash Equivalents held by Subsidiaries incorporated in PRC.

(c) The Borrowers shall ensure that the aggregate amount of cash and/or Cash Equivalent Investments at any time maintained in Bank Accounts in the PRC shall not exceed the sum of (i) [***] and (ii) an amount equal to the sum of trapped cash held by Subsidiaries incorporated in PRC to be applied solely towards the payment of costs incurred in connection with the closure and discontinuance of the Greater China Facility.

(d) From and after 31 July 2026, at the Original Borrower's request (which shall be no more frequently than once every six (6) months), the Majority Lenders hereby agree to consider and negotiate in good faith an increase to the dollar cap specified in this paragraph (b) and Clause 25.15 (*Secured Bank Accounts*) to an amount that the Majority Lenders determine in their sole and absolute discretion reflects the business and profitability growth of the Original Borrower and its Subsidiaries since the 2023 Effective Date and its operational needs at such time.

24.30 Maximum DFW and PB Facility Closure Cash Outflow Amount

In the event that the Group closes and discontinues any or both of the Peterborough Facility and the Dallas-Fort Worth Facility, the Obligors shall (i) commence a process to Dispose of all or a portion of the Peterborough Facility Assets and the Dallas-Fort Worth Facility Assets, as applicable, which Dispositions shall be made in accordance with paragraph (s) of the definition of "Permitted Disposal", and (ii) ensure that the Maximum DFW and PB Facility Closure Cash Outflow Amount shall not exceed $20,000,000 at any time (other than in the period prior to 31 August 2025, during which it shall not exceed $50,000,000 at any time).

24.31 Maximum Greater China and Singapore Facility Closure Cash Outflow Amount

In the event that the Group closes and/or discontinues any or both of the Greater China Facility and the Singapore Facility, the Obligors shall (i) commence a process to Dispose of all or a portion of the Greater China Facility Assets and the Singapore Facility Assets, as applicable, which Dispositions shall be made in accordance with paragraph (t) of the definition of "Permitted Disposal", and (ii) ensure that the Maximum Greater China and Singapore Facility Closure Cash Outflow Amount shall not exceed $35,000,000 at any time.

25. Events of Default

Each of the events or circumstances set out in this Clause 25 is an Event of Default (save for Clause 25.16 (*Acceleration*) and Clause 25.17 (*Clean-Up Period*)).

25.1 Non-Payment

An Obligor does not pay on the due date any amount payable pursuant to a Finance Document at the place and in the currency in which it is expressed to be payable unless:

(a) its failure to pay is caused by:

(i) administrative or technical error; or

(ii) a Disruption Event; and

(b) payment is made within:

(i) (in the case of paragraph (a)(i) above) five Business Days of its due date; or

(ii) (in the case of paragraph (a)(ii) above) seven Business Days of its due date.

25.2 Financial Covenants

Subject to Clause 23.4 (*Equity Cure*), any requirement of Clause 23 (*Financial Covenants*) is not satisfied.

25.3 Other Obligations

(a) An Obligor does not comply with any provision of the Finance Documents to which it is a party (other than those referred to in Clause 25.1 (*Non-Payment*) and Clause 23 (*Financial Covenants*)).

(b) No Event of Default under paragraph (a) above will occur if the failure to comply is capable of remedy and (x) other than where sub-paragraph (y) below applies, is remedied within 20 Business Days of the earlier of (A) the Agent giving notice to the Company and (B) the Company becoming aware of the failure to comply and (y) with respect to Clause 24.29 (*Cash management*), is remedied or waived within five (5) Business Days of the occurrence thereof.

25.4 Misrepresentation

(a) Any representation or statement made or deemed to be made by an Obligor in the Finance Documents to which it is a party or any other document delivered by or on behalf of any Obligor under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

(b) No Event of Default under paragraph (a) above will occur if the misrepresentation is capable of remedy and is remedied within 20 Business Days of the earlier of (i) the Agent giving notice to the Company or relevant Obligor and (ii) the Company or an Obligor becoming aware of such misrepresentation.

25.5 Cross Default

(a) Any Financial Indebtedness of any member of the Group is not paid when due nor within any originally applicable grace period.

(b) Any Financial Indebtedness of any member of the Group is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

(c) Any commitment for any Financial Indebtedness of any member of the Group is cancelled or suspended by a creditor of any member of the Group as a result of an event of default (however described).

(d) Any creditor of any member of the Group becomes entitled to declare any Financial Indebtedness of any member of the Group due and payable prior to its specified maturity as a result of an event of default (however described).

(e) No Event of Default will occur under this Clause 25.5 if:

(i) the relevant Financial Indebtedness constitutes intra-Group loans or a shareholder debt from a shareholder of the Company to the Company (provided it is subordinated to the Sustainable Facilities under the Intercreditor Agreement as Subordinated Liabilities (as defined in the Intercreditor Agreement) or otherwise on terms satisfactory to the Lenders or otherwise to the satisfaction of the Lenders) (but for the avoidance of doubt, not including the PIPE Financing); or

(ii) the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (a) to (d) above is less than $25,000,000 provided that this threshold shall not apply to Financial Indebtedness or commitment for Financial Indebtedness under the Term Loan B Credit Agreement, any Incremental Equivalent Debt, any other term debt ranking pari

passu with the Sustainable Facilities (including the EIF Backed Facility Agreement and replacement thereto) and the PIPE Financing.

25.6 Insolvency

(a) Any member of the Group:

(i) is unable or admits inability to pay its debts as they fall due (for a German Member of the Group in accordance with section 17 of the German Insolvency Code (*Insolvenzordnung*)), in each case other than solely as a result of its balance sheet liabilities exceeding its balance sheet assets;

(ii) suspends making payments on any of its debts; or

(iii) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding any Finance Party in its capacity as such) with a view to rescheduling any of its indebtedness.

(b) The board of directors of any member of the Group incorporated in Sweden is under a statutory obligation to liquidate that member of the Group due to capital deficiency (Sw. *kapitalbrist*).

(c) A member of the Group incorporated in Sweden is required to prepare a special balance sheet (Sw. *kontrollbalansräkning*).

(d) A German Member of the Group is over-indebted (*überschuldet*) within the meaning of section 19 of the German Insolvency Code (*Insolvenzordnung*).

(e) A moratorium is declared in respect of any indebtedness of any member of the Group.

25.7 Insolvency Proceedings

(a) Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any member of the Group, other than a solvent liquidation or reorganisation of any member of the Group other than an Obligor;

(ii) a composition, compromise, assignment or arrangement with any creditor of any member of the Group;

(iii) the appointment of a liquidator (other than in respect of a solvent liquidation of any member of the Group other than an Obligor (save to the extent permitted by this Agreement)), receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any member of the Group or any of its assets (other than as a result of any measure permitted under the Finance Documents); or

(iv) enforcement of any Security over any assets of any member of the Group having an aggregate value of $25,000,000,

or any analogous procedure or step is taken in any jurisdiction.

(b) This Clause 25.7 shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 21 days of commencement.

25.8 Creditors' Process

Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of any member of the Group having an aggregate value of $25,000,000 and is not discharged within 21 days.

25.9 Ownership of the Obligors

After the 2023 Effective Date, an Obligor (other than the Company) ceases to be a wholly owned direct or indirect Subsidiary of the Company.

25.10 Unlawfulness and invalidity

(a) It is or becomes unlawful for an Obligor or any other member of the Group that is a party to the Intercreditor Agreement to perform any of its obligations under the Finance Documents to which it is a party or any Transaction Security created or expressed to be created or evidenced by the Transaction Security Documents ceases to be effective or any subordination created under the Intercreditor Agreement is or becomes unlawful.

(b) Any obligation or obligations of any Obligor under any Finance Documents or any other member of the Group under the Intercreditor Agreement are not (subject to the Legal Reservations and, in the case of the Transaction Security Documents, any applicable Perfection Requirements) or cease to be legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Lenders under the Finance Documents.

(c) Any Finance Document ceases to be in full force and effect or any Transaction Security or any subordination created under the Intercreditor Agreement ceases to be legal, valid, binding, enforceable or effective or is alleged by a party to it (other than a Finance Party) to be ineffective.

(d) No Event of Default will occur under paragraph (a) above if the failure to comply is capable of remedy and is remedied within 20 Business Days of the earlier of (i) the Agent giving notice to the relevant party and (ii) the relevant party becoming aware of the failure to comply.

25.11 Intercreditor Agreement

Any party to the Intercreditor Agreement (other than a Finance Party) fails to comply with the provisions of, or does not perform its obligations under, the Intercreditor Agreement or a representation or warranty given by that party in the Intercreditor Agreement is incorrect in any material respect, and, if the non-compliance or circumstances giving rise to the misrepresentation are capable of remedy, it is not remedied within 30 days of the earlier of (i) the Agent giving notice to the relevant party and (ii) the relevant party becoming aware of the failure to comply.

25.12 Repudiation and rescission of agreements

(a) An Obligor rescinds or purports to rescind or repudiates or purports to repudiate a Finance Document to which it is a party or any of the Transaction Security or evidences an intention to rescind or repudiate a Finance Document or any Transaction Security, in each case, to which it is a party, which individually or cumulatively materially and adversely affects the interests of the Lenders under the Finance Documents.

(b) Any party (other than a Finance Party) to the Intercreditor Agreement rescinds or purports to rescind or repudiates or purports to repudiate the Intercreditor Agreement in whole or in part which individually or cumulatively materially and adversely affects the interests of the Lenders under the Finance Documents.

25.13 Transaction Security

Any Transaction Security Document is not in full force and effect or does not create in favour of the Security Agent for the benefit of the Secured Parties the Security which it is expressed to create with the ranking and priority it is expressed to have.

25.14 Litigation

Any litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency are started, or any judgment or order of a court, arbitral body or agency is made, in relation to the Finance Documents or the transactions contemplated in the Finance Documents or against any member of the Group or its assets which is reasonably likely to be adversely determined and, if so determined, which have, or has, or are, or is, reasonably likely to have a Material Adverse Effect.

25.15 Secured Bank Accounts

The aggregate amount of cash and/or Cash Equivalents of the Obligors and their respective Subsidiaries not maintained in Secured Bank Accounts (other than cash and Cash Equivalents held by Subsidiaries of the Original Borrower incorporated in PRC) at any time from and after the date that is 30 days after the 2023 Effective Date exceeds $35,000,000, unless:

(a) the failure to comply is capable of remedy; and

(b) if:

(i) the failure to comply is caused by the occurrence of a Disruption Event or by technical issues attributable to the relevant account bank(s), the failure to comply is remedied within three (3) Business Days; or

(ii) the failure to comply is caused by an incoming payment from any third party which is not a member of the Group, the failure to comply is remedied within one (1) Business Day.

25.16 Acceleration

On and at any time after the occurrence of an Event of Default which is continuing the Agent may, and shall if so directed by the Majority Lenders, by notice to the Company:

(a) cancel the Available Commitment of each Lender whereupon each such Available Commitment shall immediately be cancelled and the Sustainable Revolving Facility shall immediately cease to be available for further utilisation;

(b) declare that all or part of the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, whereupon they shall become immediately due and payable;

(c) declare that all or part of the Loans be payable on demand, whereupon they shall immediately become payable on demand by the Agent on the instructions of the Majority Lenders;

(d) declare all or any part of the amounts (or cash cover in relation to those amounts) outstanding under the Ancillary Facilities to be immediately due and payable, at which time they shall become immediately due and payable;

(e) declare that all or any part of the amounts (or cash cover in relation to those amounts) outstanding under the Ancillary Facilities be payable on demand, at which time they shall immediately become payable on demand by the Agent on the instructions of the Majority Lenders; and/or

(f) exercise or direct the Security Agent to exercise any or all of its rights, remedies, powers or discretions under the Finance Documents,

provided, however, that:

(i) upon the occurrence of any Event of Default described in Clause 25.6 (*Insolvency*) or Clause 25.7 (*Insolvency Proceedings*) with respect to an Obligor organized in the United States, the obligation of each Lender to make Loans (and its Available Commitments) and each Ancillary Lender's Ancillary Commitments shall automatically terminate, the unpaid principal amount of all outstanding Loans and Ancillary Outstandings and all interest and other amounts as shall automatically become due and payable, in each case without further act of the Agent or any Lender or Ancillary Lender; and

(ii) upon (i) the occurrence of any Event of Default described in Clause 25.6 (*Insolvency*) or Clause 25.7 (*Insolvency Proceedings*) with respect to a Borrower or (ii) the commencement of any enforcement of any Transaction Security in accordance with the terms of the Intercreditor Agreement, the obligation of each Lender to make Loans (and its Available Commitments) and each Ancillary Lender's Ancillary Commitments shall automatically terminate, in each case without further act of the Agent or any Lender or Ancillary Lender.

25.17 Clean-Up Period

Notwithstanding any other provision of any Finance Document:

(a) any breach of a Clean-Up Representation or a Clean-Up Undertaking; or

(b) any Event of Default constituting a Clean-Up Default,

which occurs during a Clean-Up Period will be deemed not to be a breach of representation or warranty, a breach of covenant or an Event of Default (as the case may be) if:

(i) it would have been (if it were not for this Clause 25.17) a breach of representation or warranty, a breach of covenant or an Event of Default only by reason of circumstances relating exclusively to the company (or any of its Subsidiaries) or the business or undertaking which is the subject of the relevant acquisition (or any obligation to procure or ensure in relation to that company, Subsidiary, business or undertaking);

(ii) it is capable of remedy on or before the end of the Clean-Up Period and reasonable steps are being taken to remedy it;

(iii) the circumstances giving rise to it have not been procured by or approved by the Company or any Obligor that was an Obligor immediately prior to the relevant acquisition; and

(iv) it is not reasonably likely to have a Material Adverse Effect.

If the relevant circumstances are continuing on or after the end of that Clean-Up Period, there shall be a breach of representation or warranty, breach of covenant or Event of Default, as the case may be notwithstanding the above (and without prejudice to the rights and remedies of the Finance Parties).

Section 9
Changes to Parties

26. Changes to the Lenders

26.1 Assignments and Transfers by the Lenders

Subject to this Clause 26, a Lender (the "**Existing Lender**") may:

(a) assign any of its rights; or

(b) transfer by novation any of its rights and obligations (each a "**Transfer**"),

to another bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (the "**New Lender**").

26.2 Company Consent

(a) The consent of the Company is required for an assignment or transfer by an Existing Lender, unless the assignment or transfer is:

(i) to another Lender or an Affiliate of any Lender; or

(ii) made at a time when an Event of Default is continuing.

(b) The consent of the Company to an assignment or transfer must not be unreasonably withheld or delayed. The Company will be deemed to have given its consent ten Business Days after the Existing Lender has requested it unless consent is expressly refused by the Company within that time and provided that the Company has been provided with the full legal name of the proposed New Lender and a copy of any relevant Confidentiality Undertaking.

(c) Notwithstanding anything to the contrary in this Agreement, no Transfer under this Clause 26 may be made:

(i) to an industrial competitor of any member of the Group, a hedge fund, a distressed debt fund, a loan-to-own investor, a supplier or sub-contractor to any member of the Group or a Defaulting Lender (or, in each case, a person that is a Related Fund or is an affiliate or acting on behalf of such a person). Notwithstanding the foregoing, the terms "hedge fund", "distressed debt fund", "industrial competitor" and "loan-to-own investor" shall not include any deposit taking financial institution authorised by a financial services regulator to carry out the business of banking and which is managed and controlled independently to such hedge fund, distressed debt fund, industrial competitor and loan-to-own investor **provided that** the deposit taking financial institution is (a) acting on the other side of appropriate information barriers implemented or maintained as required by law, regulation or internal policy from the entity which otherwise would constitute a hedge fund, distressed debt fund, industrial competitor or loan-to-own investor (as applicable) and (b) has separate personnel responsible for its interests under the Finance Documents, such personnel are independent from its interests as a hedge fund, distressed debt fund, industrial competitor or loan-to-own investor (as applicable) and no information provided under the Finance Documents is disclosed or otherwise made available to any personnel responsible for its interests (or its other Affiliates' interests), in each case, as a hedge fund, distressed debt fund, industrial competitor or loan-to-own investor (as applicable); or

(ii) to an Affiliate of any Lender that does not have a rating of at least BBB- by Standard & Poor's Rating Services Limited or Fitch Ratings Ltd or at least Baa3 by Moody's Investor Services Limited,

other than with the prior written consent of the Company.

26.3 Other Conditions of Assignment or Transfer

(a) An assignment will only be effective on:

(i) receipt by the Agent (whether in the Assignment Agreement or otherwise) of written confirmation from the New Lender (in form and substance satisfactory to the Agent) that the New Lender will assume the same obligations to the other Secured Parties as it would have been under if it had been an Original Lender;

(ii) the recordation of the transfer in the Register;

(iii) the New Lender entering into the documentation required for it to accede as a party to the Intercreditor Agreement; and

(iv) performance by the Agent of all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to such assignment to a New Lender, the completion of which the Agent shall promptly notify to the Existing Lender and the New Lender.

(b) A transfer will only be effective if the New Lender enters into the documentation required for it to accede as a party to the Intercreditor Agreement and the procedure set out in Clause 26.6 (*Procedure for Transfer*) is complied with.

(c) If:

(i) a Lender assigns or transfers any of its rights or obligations under the Finance Documents or changes its Facility Office; and

(ii) as a result of circumstances existing at the date the assignment, transfer or change occurs, an Obligor would be obliged to make a payment to the New Lender or Lender acting through its new Facility Office under Clause 15 (*Tax Gross-Up and Indemnities*) or Clause 16 (*Increased Costs*),

then the New Lender or Lender acting through its new Facility Office is only entitled to receive payment under those Clauses to the same extent as the Existing Lender or Lender acting through its previous Facility Office would have been if the assignment, transfer or change had not occurred.

(d) Each New Lender, by executing the relevant Transfer Certificate or Assignment Agreement, confirms, for the avoidance of doubt, that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on which the transfer or assignment becomes effective in accordance with this Agreement and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.

26.4 Assignment or Transfer Fee

The New Lender shall, on the date upon which an assignment or transfer takes effect, pay to the Agent (for its own account) a fee of $3,000.

26.5 Limitation of Responsibility of Existing Lenders

(a) Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:

(i) the legality, validity, effectiveness, adequacy or enforceability of the Finance Documents, the Transaction Security or any other documents;

(ii) the financial condition of any Obligor;

(iii) the performance and observance by any Obligor of its obligations under the Finance Documents or any other documents; or

(iv) the accuracy of any statements (whether written or oral) made in or in connection with any Finance Document or any other document,

and any representations or warranties implied by law are excluded.

(b) Each New Lender confirms to the Existing Lender, the other Finance Parties and the Secured Parties that it:

(i) has made (and shall continue to make) its own independent investigation and assessment of the financial condition and affairs of each Obligor and its related entities in connection with its participation in this Agreement and has not relied exclusively on any information provided to it by the Existing Lender in connection with any Finance Document or the Transaction Security; and

(ii) will continue to make its own independent appraisal of the creditworthiness of each Obligor and its related entities whilst any amount is or may be outstanding under the Finance Documents or any Commitment is in force.

(c) Nothing in any Finance Document obliges an Existing Lender to:

(i) accept a re-transfer or re-assignment from a New Lender of any of the rights and obligations assigned or transferred under this Clause 26; or

(ii) support any losses directly or indirectly incurred by the New Lender by reason of the non-performance by any Obligor of its obligations under the Finance Documents or otherwise.

26.6 Procedure for Transfer

(a) Subject to the conditions set out in Clause 26.2 (*Company Consent*) and Clause 26.3 (*Other Conditions of Assignment or Transfer*) a transfer is effected in accordance with paragraph (c) below when the Agent executes an otherwise duly completed Transfer Certificate delivered to it by the Existing Lender and the New Lender. The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Transfer Certificate appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Certificate.

(b) The Agent shall only be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the transfer to such New Lender.

(c) Subject to Clause 26.12 (*Pro Rata Interest Settlement*), on the Transfer Date:

(i) to the extent that in the Transfer Certificate the Existing Lender seeks to transfer by novation its rights and obligations under the Finance Documents

and in respect of the Transaction Security each of the Obligors and the Existing Lender shall be released from further obligations towards one another under the Finance Documents and in respect of the Transaction Security and their respective rights against one another under the Finance Documents and in respect of the Transaction Security shall be cancelled (being the "**Discharged Rights and Obligations**");

(ii) each of the Obligors and the New Lender shall assume obligations towards one another and/or acquire rights against one another which differ from the Discharged Rights and Obligations only insofar as that Obligor and the New Lender have assumed and/or acquired the same in place of that Obligor and the Existing Lender;

(iii) the Agent, the Security Agent, the Arrangers, the New Lender and other Lenders and any relevant Ancillary Lender shall acquire the same rights and assume the same obligations between themselves and in respect of the Transaction Security as they would have acquired and assumed had the New Lender been an Original Lender with the rights and/or obligations acquired or assumed by it as a result of the transfer and to that extent the Agent, the Security Agent, the Arrangers, any relevant Ancillary Lender and the Existing Lender shall each be released from further obligations to each other under the Finance Documents;

(iv) the New Lender shall become a Party as a "Lender"; and

(v) any transfer shall include a transfer of a proportional interest of the Transaction Security governed by Swedish law together with a proportional interest in the Transaction Security Documents governed by Swedish law.

26.7 Procedure for Assignment

(a) Subject to the conditions set out in Clause 26.2 (*Company Consent*) and Clause 26.3 (*Other Conditions of Assignment or Transfer*) an assignment may be effected in accordance with paragraph (c) below when the Agent executes an otherwise duly completed Assignment Agreement delivered to it by the Existing Lender and the New Lender. The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Assignment Agreement appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Assignment Agreement.

(b) The Agent shall only be obliged to execute an Assignment Agreement delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the assignment to such New Lender.

(c) Subject to Clause 26.12 (*Pro Rata Interest Settlement*), on the Transfer Date:

(i) the Existing Lender will assign absolutely to the New Lender the rights under the Finance Documents expressed to be the subject of the assignment in the Assignment Agreement;

(ii) the Existing Lender will be released by each Obligor and the other Finance Parties from the obligations owed by it (the "**Relevant Obligations**") and expressed to be the subject of the release in the Assignment Agreement;

(iii) the New Lender shall become a Party as a "Lender" and will be bound by obligations equivalent to the Relevant Obligations; and

(iv) any assignment shall include an assignment of a proportional interest of the Transaction Security governed by Swedish law together with a proportional interest in the Transaction Security Documents governed by Swedish law.

(d) Lenders may utilise procedures other than those set out in this Clause 26.7 to assign their rights under the Finance Documents (but not, without the consent of the relevant Obligor or unless in accordance with Clause 26.6 (*Procedure for Transfer*), to obtain a release by that Obligor from the obligations owed to that Obligor by the Lenders nor the assumption of equivalent obligations by a New Lender) *provided that* they comply with the conditions set out in Clause 26.2 (*Company Consent*) and Clause 26.3 (*Other Conditions of Assignment or Transfer*).

26.8 Copy of Transfer Certificate, Assignment Agreement or Increase Confirmation to Company

The Agent shall, as soon as reasonably practicable after it has executed a Transfer Certificate, an Assignment Agreement or an Increase Confirmation, send to the Company a copy of that Transfer Certificate, Assignment Agreement or Increase Confirmation.

26.9 Security Over Lenders' Rights

In addition to the other rights provided to Lenders under this Clause 26, each Lender may without consulting with or obtaining consent from any Obligor, at any time charge, assign or otherwise create Security in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of that Lender including, without limitation:

(a) any charge, assignment or other Security to secure obligations to a federal reserve or central bank; and

(b) any charge, assignment or other Security granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as security for those obligations or securities,

except that no such charge, assignment or Security shall:

(i) release a Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, assignment or Security for the Lender as a party to any of the Finance Documents; or

(ii) require any payments to be made by an Obligor other than or in excess of, or grant to any person any more extensive rights than, those required to be made or granted to the relevant Lender under the Finance Documents.

26.10 The Register

The Agent, acting solely for this purpose as a non-fiduciary agent of the Borrowers, shall maintain a copy of each assignment or transfer delivered to it and a register for the recordation of the names of the Lenders, and the Commitments of, and principal amounts (and stated interest) of such Loans owing to each Lender pursuant to the terms hereof from time to time (the "**Register**"). The entries in the Register shall be conclusive absent manifest error, and the Borrowers, the Agent and the Lenders shall treat each person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrowers and any Lender, at any reasonable time and from time to time upon reasonable prior notice. Notwithstanding any other

provision of this Agreement to the contrary, no assignment or transfer will be effective until recorded in the Register.

26.11 The Participant Register

Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each person it sells a participation to (a "**Participant**") and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Finance Documents (the "**Participant Register**"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Finance Document) to any person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations and Proposed Treasury Regulations Section 1.163-5(b) (or any amended or successor version). The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Agent (in its capacity as Agent) shall have no responsibility for maintaining a Participant Register.

26.12 Pro Rata Interest Settlement

(a) If the Agent has notified the Lenders that it is able to distribute interest payments on a "*pro rata* basis" to Existing Lenders and New Lenders then (in respect of any transfer pursuant to Clause 26.6 (*Procedure for Transfer*) or any assignment pursuant to Clause 26.7 (*Procedure for Assignment*) the Transfer Date of which, in each case, is after the date of such notification and is not on the last day of an Interest Period):

(i) any interest or fees in respect of the relevant participation which are expressed to accrue by reference to the lapse of time shall continue to accrue in favour of the Existing Lender up to but excluding the Transfer Date ("**Accrued Amounts**") and shall become due and payable to the Existing Lender (without further interest accruing on them) on the last day of the current Interest Period; and

(ii) the rights assigned or transferred by the Existing Lender will not include the right to the Accrued Amounts, so that, for the avoidance of doubt:

(A) when the Accrued Amounts become payable, those Accrued Amounts will be payable to the Existing Lender; and

(B) the amount payable to the New Lender on that date will be the amount which would, but for the application of this Clause 26.11, have been payable to it on that date, but after deduction of the Accrued Amounts.

(b) In this Clause 26.12 references to "Interest Period" shall be construed to include a reference to any other period for accrual of fees.

(c) An Existing Lender which retains the right to the Accrued Amounts pursuant to this Clause 26.12 but which does not have a Commitment shall be deemed not to be a Lender for the purposes of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve any request for a consent, waiver, amendment or other vote of Lenders under the Finance Documents.

27. Changes to the Obligors

27.1 Assignments and Transfer by Obligors

No Obligor may assign any of its rights or transfer any of its rights or obligations under the Finance Documents.

27.2 Additional Borrowers

(a) Subject to compliance with the provisions of paragraphs (c) and (d) of Clause 22.9 (*"Know Your Customer" Checks*), the Original Borrower may request that any of the Company's wholly owned direct or indirect Subsidiaries (other than CEBA) become an Additional Borrower. That Subsidiary shall become an Additional Borrower if:

(i) it is incorporated in Sweden or otherwise if all the Lenders approve the addition of that Subsidiary;

(ii) the Company and that Subsidiary delivers to the Agent a duly completed and executed Accession Deed;

(iii) that Subsidiary is (or becomes) a Guarantor no later than the date on which it becomes a Borrower;

(iv) the Company confirms that no Event of Default is continuing or would occur as a result of that Subsidiary becoming an Additional Borrower; and

(v) the Agent has received all of the documents and other evidence listed in Part 2 of Schedule 2 (*Conditions Precedent*) in relation to that Additional Borrower, each in form and substance satisfactory to the Agent (acting reasonably).

(b) The Agent shall notify the Company and the Lenders promptly upon being satisfied that it has received (in form and substance satisfactory to it) all the documents and other evidence listed in Part 2 of Schedule 2 (*Conditions Precedent*).

(c) Other than to the extent that the Majority Lenders notify the Agent in writing to the contrary before the Agent gives the notification described in paragraph (b) above, the Lenders authorise (but do not require) the Agent to give that notification. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

27.3 Resignation of a Borrower

(a) The Company may request that a Borrower (other than the Original Borrower) ceases to be a Borrower by delivering to the Agent a Resignation Letter.

(b) The Agent shall accept a Resignation Letter and notify the Company and the Lenders of its acceptance if:

(i) no Default is continuing or would result from the acceptance of the Resignation Letter (and the Company has confirmed this is the case);

(ii) the Borrower is under no actual or contingent obligations as a Borrower under any Finance Documents; and

(iii) where the Borrower is also a Guarantor (unless its resignation has been accepted in accordance with Clause 27.6 (*Resignation of a Guarantor*)), its obligations in its capacity as Guarantor continue to be legal, valid, binding and enforceable and in full force and effect (subject to the Legal Reservations) and

the amount guaranteed by it as a Guarantor is not decreased (and the Company has confirmed this is the case),

whereupon that company shall cease to be a Borrower and shall have no further rights or obligations under the Finance Documents.

27.4 Additional Guarantors

(a) Subject to compliance with the provisions of paragraphs (c) and (d) of Clause 22.9 (*"Know Your Customer" Checks*), the Original Borrower may request that any of the Company's direct or indirect Subsidiaries become an Additional Guarantor. That Subsidiary shall become an Additional Guarantor if:

(i) the Company and the proposed Additional Guarantor delivers to the Agent a duly completed and executed Accession Deed; and

(ii) the Agent has received all of the documents and other evidence listed in Part 2 of Schedule 2 (*Conditions Precedent*) in relation to that Additional Guarantor, each in form and substance satisfactory to the Agent (acting reasonably)

(b) The Agent shall notify the Company and the Lenders promptly upon being satisfied that it has received (in form and substance satisfactory to it) all the documents and other evidence listed in Part 2 of Schedule 2 (*Conditions Precedent*).

(c) Other than to the extent that the Majority Lenders notify the Agent in writing to the contrary before the Agent gives the notification described in paragraph (b) above, the Lenders authorise (but do not require) the Agent to give that notification. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

27.5 Repetition of Representations

Delivery of an Accession Deed constitutes confirmation by the relevant Subsidiary that the Repeating Representations and the representations and warranties in Clause 21.11 (*No Proceedings*), Clause 21.12 (*No breach of laws*) and Clause 21.16 (*No misleading information*) are true in all material respects (or, to the extent a materiality test applies, all respects) in relation to it as at the date of delivery as if made by reference to the facts and circumstances then existing.

27.6 Resignation of a Guarantor

(a) The Company may request that a Guarantor (other than the Company or the Original Borrower) ceases to be a Guarantor by delivering to the Agent a Resignation Letter.

(b) The Agent shall accept a Resignation Letter and notify the Company and the Lenders of its acceptance if:

(i) no Default is continuing or would result from the acceptance of the Resignation Letter (and the Company has confirmed this is the case);

(ii) Subject to paragraph (a) of clause 28.28 (*Resignation of a Debtor*) of the Intercreditor Agreement, all the Lenders have consented to the Company's request;

(iii) no payment is due from that Guarantor under Clause 20 (*Guarantee and Indemnity*); and

(iv) where that Guarantor is also a Borrower, it is under no actual or contingent obligations as a Borrower and has resigned and ceased to be a Borrower under Clause 27.3 (*Resignation of a Borrower*),

whereupon that company shall cease to be a Guarantor and shall have no further rights or obligations under the Finance Documents.

Section 10
The Finance Parties

28. Role of the Agent and the Arrangers

28.1 Appointment of the Agent

(a) Each of the Arrangers and the Lenders appoints the Agent to act as its agent under and in connection with the Finance Documents.

(b) Each of the Arrangers and the Lenders authorises the Agent to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Agent under or in connection with the Finance Documents together with any other incidental rights, powers, authorities and discretions.

(c) Each Finance Party hereby releases, to the extent legally possible, the Agent from any restrictions of self-dealing under any applicable law. Any Finance Party prevented by applicable law or its constitutional documents to grant the release from the restrictions under Section 181 German Civil Code shall notify the Agent in writing without undue delay.

28.2 Instructions

(a) The Agent shall:

(i) unless a contrary indication appears in a Finance Document, exercise or refrain from exercising any right, power, authority or discretion vested in it as Agent in accordance with any instructions given to it by:

(A) all Lenders if the relevant Finance Document stipulates the matter is an all Lender decision;

(B) the Sustainable Incremental Facility Majority Lenders if the relevant Finance Document stipulates the matter is a Sustainable Incremental Facility Majority Lender decision; and

(C) in all other cases, the Majority Lenders; and

(ii) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (i) above.

(b) The Agent shall be entitled to request instructions, or clarification of any instruction, from the Majority Lenders (or, if the relevant Finance Document stipulates the matter is a decision for any other Lender or group of Lenders, from that Lender or group of Lenders) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion. The Agent may refrain from acting unless and until it receives any such instructions or clarification that it has requested.

(c) Save in the case of decisions stipulated to be a matter for any other Lender or group of Lenders under the relevant Finance Document and unless a contrary indication appears in a Finance Document, any instructions given to the Agent by the Majority Lenders shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties save for the Security Agent.

(d) The Agent may refrain from acting in accordance with any instructions of any Lender or group of Lenders until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the

Finance Documents and which may include payment in advance) for any cost, loss or liability which it may incur in complying with those instructions.

(e) In the absence of instructions, the Agent may act (or refrain from acting) as it considers to be in the best interest of the Lenders.

(f) The Agent is not authorised to act on behalf of a Lender (without first obtaining that Lender's consent) in any legal or arbitration proceedings relating to any Finance Document. This paragraph (a) shall not apply to any legal or arbitration proceedings relating to the perfection, preservation or protection of rights under the Transaction Security Documents or enforcement of the Transaction Security or Transaction Security Documents.

28.3 Duties of the Agent

(a) The Agent's duties under the Finance Documents are solely mechanical and administrative in nature.

(b) Subject to paragraph (c) below, the Agent shall promptly forward to a Party the original or a copy of any document which is delivered to the Agent for that Party by any other Party.

(c) Without prejudice to Clause 26.8 (*Copy of Transfer Certificate, Assignment Agreement or Increase Confirmation to Company*), paragraph (b) above shall not apply to any Transfer Certificate, any Assignment Agreement or any Increase Confirmation.

(d) Except where a Finance Document specifically provides otherwise, the Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.

(e) If the Agent receives notice from a Party referring to this Agreement, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the other Finance Parties.

(f) If the Agent is aware of the non-payment of any principal, interest, commitment fee or other fee payable to a Finance Party (other than the Agent, the Security Agent or an Arranger) under this Agreement it shall promptly notify the other Finance Parties.

(g) The Agent shall have only those duties, obligations and responsibilities expressly specified in the Finance Documents to which it is expressed to be a party (and no others shall be implied).

28.4 Role of the Arrangers

Except as specifically provided in the Finance Documents, an Arranger has no obligations of any kind to any other Party under or in connection with any Finance Document.

28.5 No Fiduciary Duties

(a) Nothing in any Finance Document constitutes the Agent or an Arranger as a trustee or fiduciary of any other person.

(b) Neither the Agent nor an Arranger shall be bound to account to any Lender for any sum or the profit element of any sum received by it for its own account.

28.6 Business with the Group

The Agent and each of the Arrangers may accept deposits from, lend money to and generally engage in any kind of banking or other business with any member of the Group.

28.7 Rights and Discretions

(a) The Agent may:

(i) rely on any representation, communication, notice or document believed by it to be genuine, correct and appropriately authorised;

(ii) assume that:

(A) any instructions received by it from the Majority Lenders, any Lenders or any group of Lenders are duly given in accordance with the terms of the Finance Documents; and

(B) unless it has received notice of revocation, that those instructions have not been revoked; and

(iii) rely on a certificate from any person:

(A) as to any matter of fact or circumstance which might reasonably be expected to be within the knowledge of that person; or

(B) to the effect that such person approves of any particular dealing, transaction, step, action or thing,

as sufficient evidence that that is the case and, in the case of paragraph (A) above, may assume the truth and accuracy of that certificate.

(b) The Agent may assume (unless it has received notice to the contrary in its capacity as agent for the Lenders) that:

(i) no Default has occurred (unless it has actual knowledge of a Default arising under Clause 25.1 (*Non-Payment*));

(ii) any right, power, authority or discretion vested in any Party or any group of Lenders has not been exercised; and

(iii) any notice or request made by the Company (other than a Utilisation Request) is made on behalf of and with the consent and knowledge of all the Obligors.

(c) The Agent may engage and pay for the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts.

(d) Without prejudice to the generality of paragraph (c) above or paragraph (e) below, the Agent may at any time engage and pay for the services of any lawyers to act as independent counsel to the Agent (and so separate from any lawyers instructed by the Lenders) if the Agent in its reasonable opinion deems this to be necessary.

(e) The Agent may rely on the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts (whether obtained by the Agent or by any other Party) and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying.

(f) The Agent may act in relation to the Finance Documents through its officers, employees and agents.

(g) Unless a Finance Document expressly provides otherwise the Agent may disclose to any other Party any information it reasonably believes it has received as agent under this Agreement.

(h) Without prejudice to the generality of paragraph (a) above, the Agent:

(i) may disclose; and

(ii) on the written request of the Company or the Majority Lenders shall, as soon as reasonably practicable, disclose,

the identity of a Defaulting Lender to the Company and to the other Finance Parties.

(i) Notwithstanding any other provision of any Finance Document to the contrary, neither the Agent nor an Arranger is obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.

(j) Notwithstanding any provision of any Finance Document to the contrary, the Agent is not obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.

28.8 Responsibility for Documentation

Neither the Agent nor an Arranger is responsible or liable for:

(a) the adequacy, accuracy or completeness of any information (whether oral or written) supplied by the Agent, an Arranger, an Obligor or any other person in or in connection with any Finance Document or the transactions contemplated in the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;

(b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document or the Transaction Security or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the Transaction Security; or

(c) any determination as to whether any information provided or to be provided to any Finance Party is non-public information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise.

28.9 No Duty to Monitor

The Agent shall not be bound to enquire:

(a) whether or not any Default has occurred;

(b) as to the performance, default or any breach by any Party of its obligations under any Finance Document; or

(c) whether any other event specified in any Finance Document has occurred.

28.10 Exclusion of Liability

(a) Without limiting paragraph (b) below (and without prejudice to any other provision of any Finance Document excluding or limiting the liability of the Agent), the Agent will not be liable for:

(i) any damages, costs or losses to any person, any diminution in value, or any liability whatsoever arising as a result of taking or not taking any action under

or in connection with any Finance Document or the Transaction Security, unless directly caused by its gross negligence or wilful misconduct;

(ii) exercising, or not exercising, any right, power, authority or discretion given to it by, or in connection with, any Finance Document, the Transaction Security or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, any Finance Document or the Transaction Security, other than by reason of its gross negligence or wilful misconduct; or

(iii) without prejudice to the generality of paragraphs (i) and (ii) above, any damages, costs or losses to any person, any diminution in value or any liability whatsoever (but not including any claim based on the fraud of the Agent) arising as a result of:

(A) any act, event or circumstance not reasonably within its control; or

(B) the general risks of investment in, or the holding of assets in, any jurisdiction,

including (in each case and without limitation) such damages, costs, losses, diminution in value or liability arising as a result of: nationalisation, expropriation or other governmental actions; any regulation, currency restriction, devaluation or fluctuation; market conditions affecting the execution or settlement of transactions or the value of assets (including any Disruption Event); breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems; natural disasters or acts of God; war, terrorism, insurrection or revolution; or strikes or industrial action.

(b) No Party (other than the Agent) may take any proceedings against any officer, employee or agent of the Agent in respect of any claim it might have against the Agent or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document and any officer, employee or agent of the Agent may rely on this paragraph (b) subject to Clause 1.5 (*Third party rights*) and the provisions of the Third Parties Act.

(c) The Agent will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by the Agent if 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.

(d) Nothing in this Agreement shall oblige the Agent or an Arranger to carry out:

(i) any “know your customer” or other checks in relation to any person; or

(ii) any check on the extent to which any transaction contemplated by this Agreement might be unlawful for any Lender or for any Affiliate of any Lender,

on behalf of any Lender and each Lender confirms to the Agent and the Arrangers that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Agent or the Arrangers.

(e) Without prejudice to any provision of any Finance Document excluding or limiting the Agent’s liability, any liability of the Agent arising under or in connection with any Finance Document or the Transaction Security shall be limited to the amount of actual

loss which has been suffered (as determined by reference to the date of default of the Agent or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Agent at any time which increase the amount of that loss. In no event shall the Agent be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not the Agent has been advised of the possibility of such loss or damages.

28.11 Lenders' Indemnity to the Agent

Each Lender shall (in proportion to its share of the Total Commitments or, if the Total Commitments are then zero, to its share of the Total Commitments immediately prior to their reduction to zero) indemnify the Agent, within three Business Days of demand, against any cost, loss or liability (including, without limitation, for negligence or any other category of liability whatsoever) incurred by the Agent (otherwise than by reason of the Agent's gross negligence or wilful misconduct) (or, in the case of any cost, loss or liability pursuant to Clause 31.11 (*Disruption to Payment Systems etc.*), notwithstanding the Agent's negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) in acting as Agent under the Finance Documents (unless the Agent has been reimbursed by an Obligor pursuant to a Finance Document).

28.12 Resignation of the Agent

(a) The Agent may resign and appoint one of its Affiliates as successor by giving notice to the Lenders and the Original Borrower.

(b) Alternatively the Agent may resign by giving 30 days' notice to the Lenders and the Original Borrower, in which case the Majority Lenders (after consultation with the Original Borrower) may appoint a successor Agent.

(c) If the Majority Lenders have not appointed a successor Agent in accordance with paragraph (b) above within 20 days after notice of resignation was given, the retiring Agent (after consultation with the Original Borrower) may appoint a successor.

(d) If the Agent wishes to resign because (acting reasonably) it has concluded that it is no longer appropriate for it to remain as agent and the Agent is entitled to appoint a successor Agent under paragraph (c) above, the Agent may (if it concludes (acting reasonably) that it is necessary to do so in order to persuade the proposed successor Agent to become a party to this Agreement as Agent) agree with the proposed successor Agent and the Company amendments to this Clause 28 and any other term of this Agreement dealing with the rights or obligations of the Agent consistent with then current market practice for the appointment and protection of corporate trustees and those amendments will bind the Parties.

(e) The retiring Agent shall 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. The Original Borrower shall, within five Business Days of demand, reimburse the retiring Agent for the amount of all costs and expenses (including legal fees subject to any fee cap and/or estimate approved by the Company in writing in advance) reasonably incurred by it in making available such documents and records and providing such assistance.

(f) The Agent's resignation notice shall only take effect upon the appointment of a successor.

(g) Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under

paragraph (e) above) but shall remain entitled to the benefit of Clause 17.3 (*Indemnity to the Agent*) and this Clause 28 (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date). Any successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

(h) The Agent shall resign in accordance with paragraph (b) above (and, to the extent applicable, shall use reasonable endeavours to appoint a successor Agent pursuant to paragraph (c) above) if on or after the date which is three months before the earliest FATCA Application Date relating to any payment to the Agent under the Finance Documents, either:

(i) the Agent fails to respond to a request under Clause 15.7 (*FATCA Information*) and the Company or a Lender reasonably believes that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;

(ii) the information supplied by the Agent pursuant to Clause 15.7 (*FATCA Information*) indicates that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date; or

(iii) the Agent notifies the Company and the Lenders that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;

and (in each case) the Company or a Lender reasonably believes that a Party will be required to make a FATCA Deduction that would not be required if the Agent were a FATCA Exempt Party, and the Company or that Lender, by notice to the Agent, requires it to resign.

28.13 Replacement of the Agent

(a) After consultation with the Company, the Majority Lenders may, by giving 30 days' notice to the Agent (or, at any time the Agent is an Impaired Agent, by giving any shorter notice determined by the Majority Lenders) replace the Agent by appointing a successor Agent.

(b) The retiring Agent shall (at its own cost if it is an Impaired Agent and otherwise at the expense of the Lenders) 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.

(c) The appointment of the successor Agent shall take effect on the date specified in the notice from the Majority Lenders to the retiring Agent. As from this date, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (b) above) but shall remain entitled to the benefit of Clause 17.3 (*Indemnity to the Agent*) and this Clause 28 (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date).

(d) Any successor Agent and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

28.14 Confidentiality

(a) In acting as agent for the Finance Parties, the Agent shall be regarded as acting through its agency division which shall be treated as a separate entity from any other of its divisions or departments.

(b) If information is received by another division or department of the Agent, it may be treated as confidential to that division or department and the Agent shall not be deemed to have notice of it.

28.15 Relationship with the Lenders

(a) Subject to Clause 26.12 (*Pro Rata Interest Settlement*), the Agent may treat the person shown in its records as Lender at the opening of business (in the place of the Agent's principal office as notified to the Finance Parties from time to time) as the Lender acting through its Facility Office:

(i) entitled to or liable for any payment due under any Finance Document on that day; and

(ii) entitled to receive and act upon any notice, request, document or communication or make any decision or determination under any Finance Document made or delivered on that day,

unless it has received not less than five Business Days' prior notice from that Lender to the contrary in accordance with the terms of this Agreement.

(b) Any Lender may by notice to the Agent appoint a person to receive on its behalf all notices, communications, information and documents to be made or despatched to that Lender under the Finance Documents. Such notice shall contain the address and (where communication by electronic mail or other electronic means is permitted under Clause 33.6 (*Electronic Communication*)) electronic mail address and/or any other information required to enable the transmission of information by that means (and, in each case, the department or officer, if any, for whose attention communication is to be made) and be treated as a notification of a substitute address, electronic mail address (or such other information), department and officer by that Lender for the purposes of Clause 33.2 (*Addresses*) and Clause 33.6 (*Electronic Communication*) and the Agent shall be entitled to treat such person as the person entitled to receive all such notices, communications, information and documents as though that person were that Lender.

28.16 Credit Appraisal by the Lenders and Ancillary Lenders

Without affecting the responsibility of any Obligor for information supplied by it or on its behalf in connection with any Finance Document, each Lender and Ancillary Lender confirms to the Agent and the Arrangers that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Finance Document including but not limited to:

(a) the financial condition, status and nature of each member of the Group;

(b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document, the Transaction Security and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the Transaction Security;

(c) whether that Lender or Ancillary Lender has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Finance Document, the Transaction Security, the transactions contemplated by the

Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the Transaction Security;

(d) the adequacy, accuracy or completeness of any other information provided by the Agent, any Party or by any other person under or in connection with any Finance Document, the transactions contemplated by any Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document; and

(e) the right or title of any person in or to, or the value or sufficiency of any part of the Charged Property, the priority of any of the Transaction Security or the existence of any Security affecting the Charged Property.

28.17 Deduction from Amounts Payable by the Agent

If any Party owes an amount to the Agent under the Finance Documents the Agent may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the Agent would otherwise be obliged to make under the Finance Documents and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Finance Documents that Party shall be regarded as having received any amount so deducted.

29. Conduct of Business by the Secured Parties

No provision of this Agreement will:

(a) interfere with the right of any Secured Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;

(b) oblige any Secured Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or

(c) oblige any Secured Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

30. Sharing among the Secured Parties

30.1 Payments to Finance Parties

(a) Subject to paragraph (b) below, if a Secured Party (a "**Recovering Finance Party**") receives or recovers any amount from an Obligor other than in accordance with Clause 31 (*Payment Mechanics*) (a "**Recovered Amount**") and applies that amount to a payment due under the Finance Documents then:

(i) the Recovering Finance Party shall, within three Business Days, notify details of the receipt or recovery to the Agent;

(ii) the Agent shall determine whether the receipt or recovery is in excess of the amount the Recovering Finance Party would have been paid had the receipt or recovery been received or made by the Agent and distributed in accordance with Clause 31 (*Payment Mechanics*), without taking account of any Tax which would be imposed on the Agent in relation to the receipt, recovery or distribution; and

(iii) the Recovering Finance Party shall, within three Business Days of demand by the Agent, pay to the Agent an amount (the "**Sharing Payment**") equal to such

receipt or recovery less any amount which the Agent determines may be retained by the Recovering Finance Party as its share of any payment to be made, in accordance with Clause 31.6 (*Partial Payments*).

(b) Paragraph (a) above shall not apply to any amount received or recovered by an Ancillary Lender in respect of any cash cover provided for the benefit of that Ancillary Lender.

30.2 Redistribution of Payments

The Agent shall treat the Sharing Payment as if it had been paid by the relevant Obligor and distribute it between the Finance Parties (other than the Recovering Finance Party) (the "**Sharing Finance Parties**") in accordance with Clause 31.6 (*Partial Payments*) towards the obligations of that Obligor to the Sharing Finance Parties.

30.3 Recovering Finance Party's Rights

On a distribution by the Agent under Clause 30.2 (*Redistribution of Payments*) of a payment received by a Recovering Finance Party from an Obligor, as between the relevant Obligor and the Recovering Finance Party, an amount of the Recovered Amount equal to the Sharing Payment will be treated as not having been paid by that Obligor.

30.4 Reversal of Redistribution

If any part of the Sharing Payment received or recovered by a Recovering Finance Party becomes repayable and is repaid by that Recovering Finance Party, then:

(a) each Sharing Finance Party shall, upon request of the Agent, pay to the Agent for the account of that Recovering Finance Party an amount equal to the appropriate part of its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Finance Party for its proportion of any interest on the Sharing Payment which that Recovering Finance Party is required to pay) (the "**Redistributed Amount**"); and

(b) as between the relevant Obligor and each relevant Sharing Finance Party, an amount equal to the relevant Redistributed Amount will be treated as not having been paid by that Obligor.

30.5 Exceptions

(a) This Clause 30 shall not apply to the extent that the Recovering Finance Party would not, after making any payment pursuant to this Clause, have a valid and enforceable claim against the relevant Obligor.

(b) A Recovering Finance Party is not obliged to share with any other Finance Party any amount which the Recovering Finance Party has received or recovered as a result of taking legal or arbitration proceedings, if:

(i) it notified that other Finance Party of the legal or arbitration proceedings; and

(ii) that other Finance Party had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice and did not take separate legal or arbitration proceedings.

30.6 Ancillary Lenders

(a) This Clause 30 shall not apply to any receipt or recovery by a Lender in its capacity as an Ancillary Lender at any time prior to the Agent exercising any of its rights under Clause 25.16 (*Acceleration*).

(b) Following the exercise by the Agent of any of its rights under Clause 25.16 (*Acceleration*), this Clause 30 shall apply to all receipts or recoveries by Ancillary Lenders except to the extent that the receipt or recovery represents a reduction from the Gross Outstandings of a Multi-account Overdraft to or towards an amount equal to its Net Outstandings.

Section 11
Administration

31. Payment Mechanics

31.1 Payments to the Agent

(a) On each date on which an Obligor or a Lender is required to make a payment under a Finance Document, excluding a payment under the terms of an Ancillary Document, that Obligor or Lender shall make the same available to the Agent (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Agent as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

(b) Payment shall be made to such account in the principal financial centre of the country of that currency (or, in relation to euro, in a principal financial centre in such Participating Member State or London, as specified by the Agent) and with such bank as the Agent, in each case, specifies.

31.2 Distributions by the Agent

Each payment received by the Agent under the Finance Documents for another Party shall, subject to Clause 31.3 (*Distributions to an Obligor*) and Clause 31.4 (*Clawback and Pre-Funding*) be made available by the Agent as soon as practicable after receipt to the Party entitled to receive payment in accordance with this Agreement (in the case of a Lender, for the account of its Facility Office), to such account as that Party may notify to the Agent by not less than five Business Days' notice with a bank specified by that Party in the principal financial centre of the country of that currency (or, in relation to euro, in the principal financial centre of a Participating Member State or London, as specified by that Party).

31.3 Distributions to an Obligor

The Agent or the Security Agent may (with the consent of the Obligor or in accordance with Clause 32 (*Set-Off*)) apply any amount received by it for that Obligor in or towards payment (on the date and in the currency and funds of receipt) of any amount due from that Obligor under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

31.4 Clawback and Pre-Funding

(a) Where a sum is to be paid to the Agent or the Security Agent under the Finance Documents for another Party, the Agent or, as the case may be, the Security Agent is not obliged to pay that sum to that other Party (or to enter into or perform any related exchange contract) until it has been able to establish to its satisfaction that it has actually received that sum.

(b) Unless paragraph (c) below applies, if the Agent or the Security Agent pays an amount to another Party and it proves to be the case that it had not actually received that amount, then the Party to whom that amount (or the proceeds of any related exchange contract) was paid shall on demand refund the same to the Agent or the Security Agent together with interest on that amount from the date of payment to the date of receipt by the Agent or, as the case may be, the Security Agent, calculated by it to reflect its cost of funds.

(c) If the Agent is willing to make available amounts for the account of a Borrower before receiving funds from the Lenders then if and to the extent that the Agent does so but it

proves to be the case that it does not then receive funds from a Lender in respect of a sum which it paid to a Borrower:

(i) the Agent shall notify the Company of that Lender's identity and the Borrower to whom that sum was made available shall on demand refund it to the Agent; and

(ii) the Lender by whom those funds should have been made available or, if that Lender fails to do so, the Borrower to whom that sum was made available, shall on demand pay to the Agent the amount (as certified by the Agent) which will indemnify the Agent against any funding cost incurred by it as a result of paying out that sum before receiving those funds from that Lender.

31.5 Impaired Agent

(a) If, at any time, the Agent becomes an Impaired Agent, an Obligor or a Lender which is required to make a payment under the Finance Documents to the Agent in accordance with Clause 31.1 (*Payments to the Agent*) may instead either:

(i) pay that amount direct to the required recipient(s); or

(ii) if in its absolute discretion it considers that it is not reasonably practicable to pay that amount direct to the required recipient(s), pay that amount or the relevant part of that amount to an interest-bearing account held with an Acceptable Bank within the meaning of paragraph (c) of the definition of "Acceptable Bank" and in relation to which no Insolvency Event has occurred and is continuing, in the name of the Obligor or the Lender making the payment (the "**Paying Party**") and designated as a trust account for the benefit of the Party or Parties beneficially entitled to that payment under the Finance Documents (the "**Recipient Party**" or "**Recipient Parties**").

In each case such payments must be made on the due date for payment under the Finance Documents.

(b) All interest accrued on the amount standing to the credit of the trust account shall be for the benefit of the Recipient Party or the Recipient Parties pro rata to their respective entitlements.

(c) A Party which has made a payment in accordance with this Clause 31.5 shall be discharged of the relevant payment obligation under the Finance Documents and shall not take any credit risk with respect to the amounts standing to the credit of the trust account.

(d) Promptly upon the appointment of a successor Agent in accordance with Clause 28.13 (*Replacement of the Agent*), each Paying Party shall (other than to the extent that that Party has given an instruction pursuant to paragraph (a) below) give all requisite instructions to the bank with whom the trust account is held to transfer the amount (together with any accrued interest) to the successor Agent for distribution to the relevant Recipient Party or Recipient Parties in accordance with Clause 31.2 (*Distributions by the Agent*).

(e) A Paying Party shall, promptly upon request by a Recipient Party and to the extent:

(i) that it has not given an instruction pursuant to paragraph (j) above; and

(ii) that it has been provided with the necessary information by that Recipient Party,

give all requisite instructions to the bank with whom the trust account is held to transfer the relevant amount (together with any accrued interest) to that Recipient Party.

31.6 Partial Payments

(a) If the Agent receives a payment that is insufficient to discharge all the amounts then due and payable by an Obligor under the Finance Documents, the Agent shall apply that payment towards the obligations of that Obligor under the Finance Documents in the following order:

(i) **first**, in or towards payment *pro rata* of any unpaid amount owing to the Agent or the Security Agent under the Finance Documents;

(ii) **secondly**, in or towards payment *pro rata* of any accrued interest, fee or commission due but unpaid under this Agreement;

(iii) **thirdly**, in or towards payment *pro rata* of any principal due but unpaid under this Agreement; and

(iv) **fourthly**, in or towards payment *pro rata* of any other sum due but unpaid under the Finance Documents.

(b) The Agent shall, if so directed by the Majority Lenders, vary the order set out in paragraphs (a)(ii) to (a)(iv) above.

(c) Paragraphs (a) and (b) above will override any appropriation made by an Obligor.

31.7 No Set-Off by Obligors

All payments to be made by an Obligor under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

31.8 Business Days

(a) Any payment under any Finance Document which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

(b) During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

31.9 Currency of Account

(a) Subject to paragraphs (b) to (e) below, the Base Currency is the currency of account and payment for any sum due from an Obligor under any Finance Document.

(b) A repayment of a Loan or Unpaid Sum or a part of a Loan or Unpaid Sum shall be made in the currency in which that Loan or Unpaid Sum is denominated, pursuant to this Agreement, on its due date.

(c) Each payment of interest shall be made in the currency in which the sum in respect of which the interest is payable was denominated, pursuant to this Agreement, when that interest accrued.

(d) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.

(e) Any amount expressed to be payable in a currency other than the Base Currency shall be paid in that other currency.

31.10 Change of Currency

(a) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:

(i) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Agent (after consultation with the Company); and

(ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Agent (acting reasonably).

(b) If a change in any currency of a country occurs, this Agreement will, to the extent the Agent (acting reasonably and after consultation with the Company) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Relevant Market and otherwise to reflect the change in currency.

31.11 Disruption to Payment Systems Etc.

If either the Agent determines (in its discretion) that a Disruption Event has occurred or the Agent is notified by the Company that a Disruption Event has occurred:

(a) the Agent may, and shall if requested to do so by the Company, consult with the Company with a view to agreeing with the Company such changes to the operation or administration of the Sustainable Revolving Facility as the Agent may deem necessary in the circumstances;

(b) the Agent shall not be obliged to consult with the Company in relation to any changes mentioned in paragraph (a) above if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes;

(c) the Agent may consult with the Finance Parties in relation to any changes mentioned in paragraph (a) above but shall not be obliged to do so if, in its opinion, it is not practicable to do so in the circumstances;

(d) any such changes agreed upon by the Agent and the Company shall (whether or not it is finally determined that a Disruption Event has occurred) be binding upon the Parties as an amendment to (or, as the case may be, waiver of) the terms of the Finance Documents notwithstanding the provisions of Clause 37 (*Amendments and Waivers*);

(e) the Agent shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including, without limitation for negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this Clause 31.11; and

(f) the Agent shall notify the Finance Parties of all changes agreed pursuant to paragraph (d) above.

32. Set-Off

(a) A Finance Party may set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to that Obligor, regardless of the

place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

(b) Any credit balances taken into account by an Ancillary Lender when operating a net limit in respect of any overdraft under an Ancillary Facility shall on enforcement of the Finance Documents be applied first in reduction of the overdraft provided under that Ancillary Facility in accordance with its terms.

33. Notices

33.1 Communications in writing

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by electronic mail or by letter and communication by way of electronic mail should be the default method.

33.2 Addresses

The address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

(a) in the case of the Original Borrower or the Company, that identified with its name below:

Company:

Postal Address: P.O. Box 588, 205 21 Malmö, Sweden

Visiting address: Jagaregatan 4, 211 19 Malmö, Sweden

Email: [***]; [***]; treasury@oatly.com

Attention: Marie-José David and Ola Thomson

Original Borrower:

Postal Address: P.O. Box 588, 205 21 Malmö, Sweden

Visiting address: Jagaregatan 4, 211 19 Malmö, Sweden

Email: [***]; [***]; treasury@oatly.com

Attention: Marie-José David and Ola Thomson

(b) in the case of each Lender, each Ancillary Lender or any other Obligor, that notified in writing to the Agent on or prior to the date on which it becomes a Party; and

(c) in the case of the Agent or the Security Agent, that identified with its name below:

Address: Third Floor, 1 King’s Arms Yard, London EC2R 7AF, United Kingdom

Attention: Chris Donovan

Email Address: [***]

or any substitute address or department or officer as the Party may notify to the Agent (or the Agent may notify to the other Parties, if a change is made by the Agent) by not less than five Business Days' notice.

33.3 Delivery

(a) Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective when made by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address, and, if a particular department or officer is specified as part of its address details provided under Clause 33.2 (*Addresses*), if addressed to that department or officer.

(b) Any communication or document to be made or delivered to the Agent or the Security Agent will be effective only when actually received by the Agent or Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Agent's or Security Agent's signature below (or any substitute department or officer as the Agent or Security Agent shall specify for this purpose). All notices from or to an Obligor shall be sent through the Agent.

(c) Any communication or document made or delivered to the Company in accordance with this Clause 33.3 will be deemed to have been made or delivered to each of the Obligors.

(d) Any communication or document which becomes effective, in accordance with paragraphs (a) to (c) above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

33.4 Notification of address

Promptly upon changing its address, the Agent shall notify the other Parties.

33.5 Communication when Agent is Impaired Agent

If the Agent is an Impaired Agent the Parties may, instead of communicating with each other through the Agent, communicate with each other directly and (while the Agent is an Impaired Agent) all the provisions of the Finance Documents which require communications to be made or notices to be given to or by the Agent shall be varied so that communications may be made and notices given to or by the relevant Parties directly. This provision shall not operate after a replacement Agent has been appointed.

33.6 Electronic communication

(a) Any communication or document to be made or delivered by one Party to another under or in connection with the Finance Documents may be made or delivered by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) if those two Parties:

(i) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and

(ii) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.

(b) Any such electronic communication or delivery as specified in paragraph (c) above to be made between an Obligor and a Finance Party may only be made in that way to the extent that those two Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication or delivery.

(c) Any such electronic communication or document as specified in paragraph (b) above made or delivered by one Party to another will be effective only when actually received (or made available) in readable form and in the case of any electronic communication or document made or delivered by a Party to the Agent or Security Agent only if it is addressed in such a manner as the Agent or Security Agent shall specify for this purpose.

(d) Any electronic communication or document which becomes effective, in accordance with paragraph (c) above, after 5.00 p.m. in the place in which the Party to whom the relevant communication or document is sent or made available has its address for the purpose of this Agreement shall be deemed only to become effective on the following day.

(e) Any reference in a Finance Document to a communication being sent or received or a document being delivered shall be construed to include that communication or document being made available in accordance with this Clause 33.6.

33.7 Direct electronic delivery by Company

The Company may satisfy its obligation under this Agreement to deliver any information in relation to a Lender by delivering that information directly to that Lender in accordance with Clause 33.6 (*Electronic communication*) to the extent that Lender and the Agent agree to this method of delivery.

33.8 English Language

(a) Any notice given under or in connection with any Finance Document must be in English.

(b) All other documents provided under or in connection with any Finance Document must be:

(i) in English; or

(ii) if not in English, and if so required by the Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

34. Calculations and Certificates

34.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Finance Party are *prima facie* evidence of the matters to which they relate.

34.2 Certificates and Determinations

Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

34.3 Day Count Convention and interest calculation

(a) Any interest, commission or fee accruing under a Finance Document will accrue from day to day and the amount of any such interest, commission or fee is calculated:

(i) on the basis of the actual number of days elapsed and a year of 360 days (or, in any case where the practice in the Relevant Market differs, in accordance with that market practice); and

(ii) subject to paragraph (a) below, without rounding.

(b) The aggregate amount of any accrued interest, commission or fee which is, or becomes, payable by an Obligor under a Finance Document shall be rounded to 2 decimal places.

34.4 Personal liability

If a director or similar officer signs a certificate required under the Finance Documents on behalf of any member of the Group and the certificate proves to be incorrect, that director will incur no personal liability as a result, unless the individual acted fraudulently, recklessly or with an intention to mislead in giving that certificate. In such an event, any liability of the director will be determined in accordance with applicable law.

35. Partial Invalidity

If, at any time, any provision of a Finance Document is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

36. Remedies and Waivers

No failure to exercise, nor any delay in exercising, on the part of any Finance Party or Secured Party, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Finance Documents. No election to affirm any Finance Document on the part of any Finance Party or Secured Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in each Finance Document are cumulative and not exclusive of any rights or remedies provided by law.

37. Amendments and Waivers

37.1 Required Consents

(a) Subject to Clause 37.2 (*All Lender Matters*) and Clause 37.3 (*Other Exceptions*) any term of the Finance Documents may be amended or waived only with the consent of the Majority Lenders and the Obligors' Agent and any such amendment or waiver will be binding on all Parties.

(b) The Agent may effect, on behalf of any Finance Party, any amendment or waiver permitted by this Clause 37.

(c) Paragraph (c) of Clause 26.12 (*Pro Rata Interest Settlement*) shall apply to this Clause 37.

(d) Each Obligor agrees to any such amendment or waiver permitted by this Clause 37 which is agreed to by the Obligors' Agent. This includes any amendment or waiver which would, but for this paragraph (a), require the consent of all the Guarantors.

37.2 All Lender Matters

(a) Subject to Clause 37.4 (*Changes to reference rates*) an amendment or waiver (in the case of a Transaction Security Document) a consent of, or in relation to, any term of any Finance Document that has the effect of changing or which relates to:

(i) the definition of "Majority Lenders" or "Sustainable Incremental Facility Majority Lenders" in Clause 1.1 (*Definitions*);

(ii) an extension to the date of payment of any amount under the Finance Documents;

(iii) a reduction in the Margin (other than in accordance with the definition of "Margin") or Clause 11.3 (*Sustainability Adjustments*) or a reduction in the amount of any payment of principal, interest, fees or commission payable;

(iv) a change in currency of payment of any amount under the Finance Documents;

(v) an increase in any Commitment, an extension of any Availability Period or any requirement that a cancellation of Commitments reduces the Commitments of the Lenders rateably under the Sustainable Revolving Facility;

(vi) a change to the Borrowers or Guarantors other than in accordance with Clause 27 (*Changes to the Obligors*);

(vii) any provision which expressly requires the consent of all the Lenders;

(viii) the definitions of "Restricted Party", "Sanctions", "Sanctions Authority" and "Sanctions List" or any Clause in which such terms are being used;

(ix) Clause 2.4 (*Finance Parties' Rights and Obligations*), Clause 5.1 (*Delivery of a Utilisation Request*), Clause 8 (*Establishment of Sustainable Incremental Facilities*), 10.1 (*Illegality*), Clause 10.3 (*Change of Control and delisting*), Clause 10.9 (*Application of Prepayments*), Clause 26 (*Changes to the Lenders*), Clause 27 (*Changes to the Obligors*), Clause 30 (*Sharing among the Finance Parties*), this Clause 37, Clause 43 (*Governing Law*) or Clause 44.1 (*Jurisdiction*);

(x) the manner in which the proceeds of enforcement of the Transaction Security are distributed;

(xi) (other than as expressly permitted by the provisions of any Finance Document) the nature or scope of the guarantee and indemnity granted under Clause 20 (*Guarantee and indemnity*) or the Charged Property;

(xii) the release of any guarantee and indemnity granted under Clause 20 (*Guarantee and indemnity*) or of any Transaction Security unless permitted under this Agreement or any other Finance Document or relating to a sale or disposal of an asset which is the subject of the Transaction Security where such sale or disposal is expressly permitted under this Agreement or any other Finance Document;

(xiii) the incurrence of any indebtedness ranking senior (whether in payment, priority of Transaction Security or lien and/or proceeds of enforcement of any Transaction Security) to the Sustainable Revolving Facility by any member of the Group; or

(xiv) any amendment to the order of priority or subordination under the Intercreditor Agreement,

shall not be made without the prior consent of all the Lenders.

37.3 Other Exceptions

(a) An amendment or waiver which relates to the rights or obligations of the Agent, the Security Agent, any Ancillary Lender or any Arranger (each in their capacity as such) may not be effected without the consent of the Agent, the Security Agent, that Ancillary Lender, that Arranger, as the case may be.

(b) Any amendment or waiver which:

(i) relates only to the rights or obligations applicable to a particular Utilisation, Facility or class of Lender; and

(ii) does not materially and adversely affect the rights or interests of Lenders in respect of any other Utilisation or Facility or another class of Lender,

may be made in accordance with this Clause 37 but as if references in this Clause 37 to the specified proportion of Lenders (including, for the avoidance of doubt, all the Lenders) whose consent would, but for this paragraph (b), be required for that amendment or waiver were to that proportion of the Lenders participating in that particular Utilisation or Sustainable Facility or forming part of that particular class.

(c) If at any time following the date of the 2023 Amendment and Restatement Agreement any amendments are made to:

(i) Article VII (*Negative Covenants*), Section 6.15 (*Cash Management*), Section 6.18 (*Transactions with Affiliates*) or 6.21 (*Anti-Cash Hoarding*) of the Term Loan B Credit Agreement (in its form as at the 2023 Effective Date);

(ii) any maintenance financial covenant in the Term Loan B Credit Agreement (including, without limitation, the introduction of any new maintenance financial covenant) or

(iii) any events of default under the Term Loan B Credit Agreement,

(each a "**Relevant Term Loan B Amendment**"), the Parties agree that, to the extent that either the Agent or the Majority Lenders so requests by notifying the Company in writing, this Agreement shall be amended (at the cost of the Company) to make conforming changes to the Relevant Term Loan B Amendment. The Company agrees to promptly notify the Agent in writing of any Relevant Term Loan B Amendment.

37.4 Changes to reference rates

(a) Subject to Clause 37.3 (*Other Exceptions*), if a Published Rate Replacement Event has occurred in relation to any Published Rate for a currency which can be selected for a Loan, any amendment or waiver which relates to:

(i) providing for the use of a Replacement Reference Rate in relation to that currency in place of that Published Rate; and

(ii)

(A) aligning any provision of any Finance Document to the use of that Replacement Reference Rate;

(B) enabling that Replacement Reference Rate to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable that

Replacement Reference Rate to be used for the purposes of this Agreement);

(C) implementing market conventions applicable to that Replacement Reference Rate;

(D) providing for appropriate fallback (and market disruption) provisions for that Replacement Reference Rate; or

(E) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of that Replacement Reference Rate (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation),

may be made with the consent of the Agent (acting on the instructions of the Majority Lenders) and the Company.

(b) An amendment or waiver that relates to, or has the effect of, aligning the means of calculation of interest on a Compounded Rate Loan in any currency under this Agreement to any recommendation of a Relevant Nominating Body which:

(i) relates to the use of the RFR for that currency on a compounded basis in the international or any relevant domestic syndicated loan markets; and

(ii) is issued on or after the 2023 Effective Date,

may be made with the consent of the Agent (acting on the instructions of the Majority Lenders) and the Company.

(c) If any Lender fails to respond to a request for an amendment or waiver described in, paragraphs (a) or (b) above within 10 Business Days (or such longer time period in relation to any request which the Company and the Agent may agree) of that request being made:

(i) its Commitment shall not be included for the purpose of calculating the Total Commitments when ascertaining whether any relevant percentage of Total Commitments has been obtained to approve that request; and

(ii) its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve that request.

(d) In this Clause 37.4:

"**Published Rate**" means:

(a) the Alternative Term Rate for any Quoted Tenor;

(b) the Primary Term Rate for any Quoted Tenor; or

(c) an RFR.

"**Published Rate Replacement Event**" means, in relation to a Published Rate:

(a) the methodology, formula or other means of determining that Published Rate has, in the opinion of the Majority Lenders and the Company, materially changed;

(b)

(i) the administrator of that Published Rate or its supervisor publicly announces that such administrator is insolvent; or

(ii) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of that Published Rate is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide that Published Rate;

(iii) the administrator of that Published Rate publicly announces that it has ceased or will cease, to provide that Published Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide that Published Rate;

(iv) the supervisor of the administrator of that Published Rate publicly announces that such Published Rate has been or will be permanently or indefinitely discontinued;

(v) the administrator of that Published Rate or its supervisor announces that that Published Rate may no longer be used;

(vi) in the case of the Primary Term Rate for any Quoted Tenor for USD, the supervisor of the administrator of that Primary Term Rate makes a public announcement or publishes information stating that that Primary Term Rate for that Quoted Tenor is no longer, or as of a specified future date will no longer be, representative of the underlying market or economic reality that it is intended to measure and that representativeness will not be restored (as determined by such supervisor);

(c) the administrator of that Published Rate (or the administrator of an interest rate which is a constituent element of that Published Rate) determines that that Published Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and either:

(i) the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Majority Lenders and the Company) temporary; or

(ii) that Published Rate is calculated in accordance with any such policy or arrangement for a period no less than the period specified as the "Published Rate Contingency Period" in the Reference Rate Terms relating to that Published Rate; or

(d) in the opinion of the Majority Lenders and the Company, that Published Rate is otherwise no longer appropriate for the purposes of calculating interest under this Agreement.

"**Relevant Nominating Body**" means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

"**Replacement Reference Rate**" means a reference rate which is:

(a) formally designated, nominated or recommended as the replacement for a Published Rate by:

(i) the administrator of that Published Rate (provided that the market or economic reality that such reference rate measures is the same as that measured by that Published Rate); or

(ii) any Relevant Nominating Body,

and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Reference Rate" will be the replacement under paragraph (ii) above;

(b) in the opinion of the Majority Lenders and the Company, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to a Published Rate; or

(c) in the opinion of the Majority Lenders and the Company, an appropriate successor to a Published Rate.

37.5 Excluded Commitments

If any Lender fails to respond to a request for a consent, waiver, amendment of or in relation to any term of any Finance Document or any other vote of Lenders under the terms of this Agreement within 20 Business Days of that request being made (unless the Company and the Agent agree to a longer time period in relation to any request):

(a) its Commitment(s) shall not be included for the purpose of calculating the Total Commitments under the relevant Sustainable Facility when ascertaining whether any relevant percentage (including, for the avoidance of doubt, unanimity) of Total Commitments has been obtained to approve that request; and

(b) its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve that request.

37.6 Replacement of Lender

(a) If:

(i) any Lender becomes a Non-Consenting Lender (as defined in paragraph (d) below); or

(ii) an Obligor becomes obliged to repay any amount in accordance with Clause 10.1 (*Illegality*) or to pay additional amounts pursuant to Clause 16.1 (*Increased Costs*), Clause 15.2 (*Tax Gross-Up*) or Clause 15.3 (*Tax Indemnity*) to any Lender,

(iii) then the Company may, on 10 Business Days' prior written notice to the Agent and such Lender, replace such Lender by requiring such Lender to (and, to the extent permitted by law, such Lender shall) transfer pursuant to Clause 26 (*Changes to the Lenders*) all (and not part only) of its rights and obligations under this Agreement to an Eligible Institution which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (a "Replacement Lender"), and which confirms its willingness to assume and does assume all the obligations of the transferring Lender in accordance with Clause 26 (*Changes to the Lenders*) for a purchase price in cash payable at the time of transfer in an amount equal to

the outstanding principal amount of such Lender's participation in the outstanding Utilisations and all accrued interest (to the extent that the Agent has not given a notification under Clause 26.12 (*Pro Rata Interest Settlement*)), Break Costs and other amounts payable in relation thereto under the Finance Documents. If a Lender is required to transfer rights and obligations pursuant to this Clause 37.6 but fails to do so within five Business Days of being required to do so that Lender's Commitment and/or participation shall not be included for the purpose of calculating the Total Commitments or participations under the relevant Facilities when ascertaining whether any relevant percentage (including, for the avoidance of doubt, unanimity) of Total Commitments and/or participations has been obtained in respect of a request for a consent, waiver, amendment of or in relation to any of the terms of any Finance Documents or other vote of Lenders under the terms of this Agreement.

(b) The replacement of a Lender pursuant to this Clause 37.6 shall be subject to the following conditions:

(i) the Company shall have no right to replace the Agent or the Security Agent;

(ii) neither the Agent nor the Lender shall have any obligation to the Company to find a Replacement Lender;

(iii) in the event of a replacement of a Non-Consenting Lender such replacement must take place no later than 60 days after the date on which that Lender is deemed a Non-Consenting Lender;

(iv) in no event shall the Lender replaced under this Clause 37.6 be required to pay or surrender to such Replacement Lender any of the fees received by such Lender pursuant to the Finance Documents; and

(v) the Lender shall only be obliged to transfer its rights and obligations pursuant to paragraph (a) above once it is satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to that transfer.

(c) A Lender shall perform the checks described in paragraph (b)(v) above as soon as reasonably practicable following delivery of a notice referred to in paragraph (a) above and shall notify the Agent and the Company when it is satisfied that it has complied with those checks.

(d) In the event that:

(i) the Company or the Agent (at the request of the Company) has requested the Lenders to give a consent in relation to, or to agree to a waiver or amendment of, any provisions of the Finance Documents;

(ii) the consent, waiver or amendment in question requires the approval of all the Lenders; and

(iii) Lenders whose Commitments aggregate in the case of a consent, waiver or amendment requiring the approval of all the Lenders, more than 85 per cent. of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 85 per cent. of the Total Commitments prior to that reduction) have consented or agreed to such waiver or amendment,

then any Lender who does not and continues not to consent or agree to such waiver or amendment shall be deemed a "**Non-Consenting Lender**".

37.7 Disenfranchisement of Defaulting Lenders

(a) For so long as a Defaulting Lender has any Available Commitment, in ascertaining:

(i) the Majority Lenders or the Sustainable Incremental Facility Majority Lenders; or

(ii) whether:

(A) any given percentage (including, for the avoidance of doubt, unanimity) of the Total Commitments under the relevant Facility/ies; or

(B) the agreement of any specified group of Lenders,

has been obtained to approve any request for a consent, waiver, amendment or other vote of Lenders under the Finance Documents, that Defaulting Lender's Commitments under the relevant Facility/ies will be reduced by the amount of its Available Commitments under the relevant Facility/ies and, to the extent that that reduction results in that Defaulting Lender's Total Commitments being zero, that Defaulting Lender shall be deemed not to be a Lender for the purposes of paragraphs (i) and (ii) above.

(b) For the purposes of this Clause 38.7, the Agent may assume that the following Lenders are Defaulting Lenders:

(i) any Lender which has notified the Agent that it has become a Defaulting Lender; and

(ii) any Lender in relation to which it is aware that any of the events or circumstances referred to in paragraphs (a), (b) or (c) of the definition of "Defaulting Lender" has occurred,

unless it has received notice to the contrary from the Lender concerned (together with any supporting evidence reasonably requested by the Agent) or the Agent is otherwise aware that the Lender has ceased to be a Defaulting Lender.

37.8 Replacement of a Defaulting Lender

(a) The Company may, at any time a Lender has become and continues to be a Defaulting Lender, by giving 10 Business Days' prior written notice to the Agent and such Lender:

(i) replace such Lender by requiring such Lender to (and, to the extent permitted by law, such Lender shall) transfer pursuant to Clause 26 (*Changes to the Lenders*) all (and not part only) of its rights and obligations under this Agreement

(ii) require such Lender to (and, to the extent permitted by law, such Lender shall) transfer pursuant to Clause 26 (*Changes to the Lenders*) all (and not part only) of the undrawn Sustainable Facility Commitment of the Lender; or

(iii) require such Lender to (and, to the extent permitted by law, such Lender shall) transfer pursuant to Clause 26 (*Changes to the Lenders*) all (and not part only) of its rights and obligations in respect of any Sustainable Facility,

to an Eligible Institution which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (a "**Replacement Lender**"), which confirms its willingness to assume and does assume all the obligations, or all the relevant obligations, of the transferring Lender in

accordance with Clause 26 (*Changes to the Lenders*) for a purchase price in cash payable at the time of transfer which is either:

(i) in an amount equal to the outstanding principal amount of such Lender's participation in the outstanding Utilisations and all accrued interest (to the extent that the Agent has not given a notification under Clause 26.12 *(Pro Rata Interest Settlement*)), Break Costs and other amounts payable in relation thereto under the Finance Documents; or

(ii) in an amount agreed between that Defaulting Lender, the Replacement Lender and the Company and which does not exceed the amount described in paragraph (i) above.

(b) Any transfer of rights and obligations of a Defaulting Lender pursuant to this Clause 37.8 shall be subject to the following conditions:

(i) the Company shall have no right to replace the Agent or the Security Agent;

(ii) neither the Agent nor the Defaulting Lender shall have any obligation to the Company to find a Replacement Lender;

(iii) the transfer must take place no later than 60 days after the notice referred to in paragraph (a) above;

(iv) in no event shall the Defaulting Lender be required to pay or surrender to the Replacement Lender any of the fees received by the Defaulting Lender pursuant to the Finance Documents; and

(v) the Defaulting Lender shall only be obliged to transfer its rights and obligations pursuant to paragraph (a) above once it is satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to that transfer to the Replacement Lender.

(c) The Defaulting Lender shall perform the checks described in paragraph (b)(v) above as soon as reasonably practicable following delivery of a notice referred to in paragraph (a) above and shall notify the Agent and the Company when it is satisfied that it has complied with those checks.

38. Confidential Information

38.1 Confidentiality

Each Finance Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by Clause 38.2 (*Disclosure of Confidential Information*) and Clause 38.3 (*Disclosure to Numbering Service Providers*), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

38.2 Disclosure of Confidential Information

Any Finance Party may disclose:

(a) to any of its Affiliates and Related Funds and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives such Confidential Information as that Finance Party shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph (a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such

requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;

(b) to any person:

(i) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Finance Documents or which succeeds (or which may potentially succeed) it as Agent or Security Agent, and, in each case, to any of that person's Affiliates, Related Funds, Representatives and professional advisers;

(ii) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or one or more Obligors and to any of that person's Affiliates, Related Funds, Representatives and professional advisers;

(iii) appointed by any Finance Party or by a person to whom paragraph (b)(i) or (ii) above applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf (including, without limitation, any person appointed under paragraph (b) of Clause 28.15 (*Relationship with the Lenders*));

(iv) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in paragraph (b)(i) or (b)(ii) above;

(v) to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;

(vi) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;

(vii) to whom or for whose benefit that Finance Party charges, assigns or otherwise creates Security (or may do so) pursuant to Clause 26.9 (*Security over Lenders' Rights*);

(viii) who is a Party; or

(ix) with the consent of the Company;

in each case, such Confidential Information as that Finance Party shall consider appropriate if:

(A) in relation to paragraphs (b)(i), (b)(ii) and (b)(iii) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;

(B) in relation to paragraph (b)(iv) above, the person to whom the Confidential Information is to be given has entered into a

Confidentiality Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information;

(C) in relation to paragraphs (b)(v), (b)(vi) and (b)(vii) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of that Finance Party, it is not practicable so to do in the circumstances;

(c) to any person appointed by that Finance Party or by a person to whom paragraph (b)(i) or (b)(ii) above applies to provide administration or settlement services in respect of one or more of the Finance Documents including without limitation, in relation to the trading of participations in respect of the Finance Documents, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this paragraph (c) if the service provider to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Company and the relevant Finance Party; and

(d) to any rating agency (including its professional advisers) such Confidential Information as may be required to be disclosed to enable such rating agency to carry out its normal rating activities in relation to the Finance Documents and/or the Obligors if the rating agency to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information.

38.3 Disclosure to Numbering Service Providers

(a) Any Finance Party may disclose to any national or international numbering service provider appointed by that Finance Party to provide identification numbering services in respect of this Agreement, the Sustainable Revolving Facility and/or one or more Obligors the following information:

(i) names of Obligors;

(ii) country of domicile of Obligors;

(iii) place of incorporation of Obligors;

(iv) date of this Agreement;

(v) Clause 43 (*Governing Law*);

(vi) the names of the Agent and the Arrangers;

(vii) date of each amendment and restatement of this Agreement;

(viii) amounts of, and names of, a Sustainable Facilities (and any tranches);

(ix) amount of Total Commitments;

(x) currencies of the Sustainable Facilities;

(xi) type of facility;

(xii) ranking of facility;

(xiii) the Termination Date for the Sustainable Facilities;

(xiv) changes to any of the information previously supplied pursuant to paragraphs (i) to (xiii) above; and

(xv) such other information agreed between such Finance Party and the Company,

to enable such numbering service provider to provide its usual syndicated loan numbering identification services.

(b) The Parties acknowledge and agree that each identification number assigned to this Agreement, the Sustainable Facilities and/or one or more Obligors by a numbering service provider and the information associated with each such number may be disclosed to users of its services in accordance with the standard terms and conditions of that numbering service provider.

(c) Each Obligor represents that none of the information set out in paragraphs (i) to (xv) of paragraph (a) above is, nor will at any time be, unpublished price-sensitive information.

(d) The Agent shall notify the Company and the other Finance Parties of:

(i) the name of any numbering service provider appointed by the Agent in respect of this Agreement, the Sustainable Facilities and/or one or more Obligors; and

(ii) the number or, as the case may be, numbers assigned to this Agreement, the Sustainable Facilities and/or one or more Obligors by such numbering service provider.

38.4 Entire Agreement

This Clause 38 constitutes the entire agreement between the Parties in relation to the obligations of the Finance Parties under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

38.5 Inside Information

Each of the Finance Parties acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and each of the Finance Parties undertakes not to use any Confidential Information for any unlawful purpose.

38.6 Notification of Disclosure

Each of the Finance Parties agrees (to the extent permitted by law and regulation) to inform the Company:

(a) of the circumstances of any disclosure of Confidential Information made pursuant to paragraph (b)(v) of Clause 38.2 (*Disclosure of Confidential Information*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and

(b) upon becoming aware that Confidential Information has been disclosed in breach of this Clause 38.

38.7 Continuing Obligations

The obligations in this Clause 38 are continuing and, in particular, shall survive and remain binding on each Finance Party for a period of twelve months from the earlier of:

(a) the date on which all amounts payable by the Obligors under or in connection with this Agreement have been paid in full and all Commitments have been cancelled or otherwise cease to be available; and

(b) the date on which such Finance Party otherwise ceases to be a Finance Party.

39. Confidentiality of Funding Rates

39.1 Confidentiality and Disclosure

(a) The Agent and each Obligor agree to keep each Funding Rate confidential and not to disclose it to anyone, save to the extent permitted by paragraphs (b) and (c) below.

(b) The Agent may disclose:

(i) any Funding Rate to the relevant Borrower pursuant to Clause 11.7 (*Notifications*); and

(ii) any Funding Rate to any person appointed by it to provide administration services in respect of one or more of the Finance Documents to the extent necessary to enable such service provider to provide those services if the service provider to whom that information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Agent and the relevant Lender.

(c) The Agent and each Obligor may disclose any Funding Rate, to:

(i) any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives if any person to whom that Funding Rate is to be given pursuant to this paragraph (i) is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of that Funding Rate or is otherwise bound by requirements of confidentiality in relation to it;

(ii) any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation if the person to whom that Funding Rate is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the relevant Obligor, as the case may be, it is not practicable to do so in the circumstances;

(iii) any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes if the person to whom that Funding Rate is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to

so inform if, in the opinion of the Agent or the relevant Obligor, as the case may be, it is not practicable to do so in the circumstances; and

(iv) any person with the consent of the relevant Lender.

39.2 Related Obligations

(a) The Agent and each Obligor acknowledge that each Funding Rate is or may be price-sensitive information and that its use may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Agent and each Obligor undertake not to use any Funding Rate for any unlawful purpose.

(b) The Agent and each Obligor agree (to the extent permitted by law and regulation) to inform the relevant Lender:

(i) of the circumstances of any disclosure made pursuant to paragraph (c)(ii) of Clause 39.1 (*Confidentiality and Disclosure*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and

(ii) upon becoming aware that any information has been disclosed in breach of this Clause 39.

39.3 No Event of Default

No Event of Default will occur under Clause 25.3 (*Other Obligations*) by reason only of an Obligor's failure to comply with this Clause 39.

40. Disclosure of Lender details by Agent

40.1 Supply of Lender details to Company

The Agent shall provide to the Company within five Business Days of a request by the Company (but no more frequently than once per calendar month), a list (which may be in electronic form) setting out the names of the Lenders as at that Business Day, their respective Commitments, the department or officer, if any, for whose attention any communication is to be made of each Lender for any communication to be made or document to be delivered under or in connection with the Finance Documents, the electronic mail address and/or any other information required to enable the transmission of information by electronic mail or other electronic means to and by each Lender to whom any communication under or in connection with the Finance Documents may be made by that means and the account details of each Lender for any payment to be distributed by the Agent to that Lender under the Finance Documents.

40.2 Supply of Lender details at Company's direction

(a) The Agent shall, at the request of the Company, disclose the identity of the Lenders and the details of the Lenders' Commitments to any:

(i) other Party or any other person if that disclosure is made to facilitate, in each case, a refinancing of the Financial Indebtedness arising under the Finance Documents or a material waiver or amendment of any term of any Finance Document; and

(ii) member of the Group.

(b) Subject to paragraph (c) below, the Company shall procure that the recipient of information disclosed pursuant to paragraph (a) above shall keep such information

confidential and shall not disclose it to anyone and shall ensure that all such information is protected with security measures and a degree of care that would apply to the recipient's own confidential information.

(c) The recipient may disclose such information to any of its officers, directors, employees, professional advisers, auditors and partners as it shall consider appropriate if any such person is informed in writing of its confidential nature, except that there shall be no such requirement to so inform if that person is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by duties of confidentiality in relation to the information.

41. Counterparts

Each Finance Document may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Finance Document.

42. Bail-In

42.1 Contractual recognition of bail-in

Notwithstanding any other term of any Finance Document or any other agreement, arrangement or understanding between the Parties, each Party acknowledges and accepts that any liability of any Party to any other Party under or in connection with the Finance Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

(a) any Bail-In Action in relation to any such liability, including (without limitation):

(i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;

(ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and

(iii) a cancellation of any such liability; and

(b) a variation of any term of any Finance Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

42.2 Bail-In definitions

In this Clause 42:

"**Article 55 BRRD**" means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

"**Bail-In Action**" means the exercise of any Write-down and Conversion Powers.

"**Bail-In Legislation**" means:

(a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time;

(b) in relation to any state other than such an EEA Member Country and the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation; and

(c) in relation to the United Kingdom, the UK Bail-In Legislation.

"**EEA Member Country**" means any member state of the European Union, Iceland, Liechtenstein and Norway.

"**EU Bail-In Legislation Schedule**" means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

"**Resolution Authority**" means any body which has authority to exercise any Write-down and Conversion Powers.

"**UK Bail-In Legislation**" means Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

"**Write-down and Conversion Powers**" means:

(a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule;

(b) in relation to any other applicable Bail-In Legislation other than the UK Bail-In Legislation:

(i) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and

(ii) any similar or analogous powers under that Bail-In Legislation; and

(c) in relation to the UK Bail-In Legislation, any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that UK Bail-In Legislation that are related to or ancillary to any of those powers.

Section 12
Governing Law and Enforcement

43. Governing Law

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

44. Enforcement

44.1 Jurisdiction

(a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) (a "**Dispute**").

(b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

44.2 Service of Process

Without prejudice to any other mode of service allowed under any relevant law, each Obligor:

(a) irrevocably appoints Oatly UK Limited as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document; and

(b) agrees that failure by a process agent to notify the relevant Obligor of the process will not invalidate the proceedings concerned.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

Schedule 1

The Original Parties

Part 1 The Original Obligors

Name of Original Borrower	Registration number (or equivalent, if any)	Jurisdiction
Oatly AB	556446-1043	Sweden

Name of Original Guarantor	Registration number (or equivalent, if any)	Jurisdiction
Oatly Group AB (publ)	559081-1989	Sweden
Cereal Base CEBA Aktiebolag	556482-2988	Sweden
Oatly AB	556446-1043	Sweden
Oatly Sweden Operations & Supply AB	559163-7680	Sweden
Oatly EMEA AB	559163-7698	Sweden
Havrekärnan AB	556645-7213	Sweden
Oatly UK Limited	08038012	England & Wales
Oatly UK Operations and Supply Limited	12847578	England & Wales
Oatly Inc.	5942229	Delaware, United States
Oatly US Inc.	7713489	Delaware, United States
Oatly US Operations & Supply Inc.	7331326	Delaware, United States

Part 2
The Original Lenders

Name of Original Lender	Commitment (SEK)
BNP Paribas SA, Bankfilial Sverige	525,000,000
Coöperatieve Rabobank U.A.	525,000,000
J.P. Morgan SE	525,000,000
Nordea Bank Abp, filial i Sverige	525,000,000
Total Sustainable Revolving Facility Commitments	**2,100,000,000**

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Schedule 2

Conditions Precedent

Part 1
Conditions Precedent to Initial Utilisation[1]

1. **Original Obligors**

(a) A copy of the constitutional documents of each Original Obligor and CEBA.

(b) A copy of a resolution of the board of directors of each Original Obligor and CEBA:

(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 (including ratifying any Finance Documents entered into prior to the date of this Agreement);

(ii) authorising a specified person or persons to execute the Finance Documents to which it is a party on its behalf;

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request) to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party; and

(iv) in the case of an Original Obligor other than the Original Borrower, authorising the Original Borrower to act as its agent in connection with the Finance Documents.

(c) A copy of passport, identity card or driver's license or a specimen of the signature of each person that is (i) authorised by the resolution referred to in paragraph (b) above (unless already included in any of the aforementioned documents) in relation to the Finance Documents and related documents and (ii) actually to signing any such documents.

(d) A certificate of an authorised signatory of the Company certifying that each copy document relating to it, CEBA and the Original Borrower specified in paragraphs (a) to (c) above is a correct and complete copy of the original and in full force and effect and has not been amended or superseded as at a date no earlier than the date of this Agreement.

(e) A certificate of the Company (signed by an authorised signatory) confirming that borrowing or guaranteeing, as appropriate, the Total Commitments would not cause any borrowing, guaranteeing or similar limit binding on any Original Obligor to be exceeded.

2. Finance Documents

(a) This Agreement executed by the members of the Group party to this Agreement.

(b) The Fee Letters executed by the Company.

[1] For the avoidance of doubt, these conditions precedent were satisfied in connection with the Initial Public Offering Settlement Date.

(c) The following Transaction Security Documents executed by the entities specified below opposite the relevant Transaction Security Document:

Name of entity	**Transaction Security Document**
The Company	Pledge agreement in respect of its shares in CEBA
CEBA	Pledge agreement in respect of its shares in the Original Borrower

(d) Evidence that the perfection requirements as set out in the Transaction Security Documents listed in paragraph (c) above have been complied with.

3. **Legal Opinions**

(a) A legal opinion of Linklaters Advokatbyrå AB, legal advisers to the Finance Parties as to Swedish law substantially in the form distributed to the Original Lenders prior to the first Utilisation.

(b) A legal opinion of Linklaters LLP, legal advisers to the Finance Parties as to English law substantially in the form distributed to the Original Lenders prior to the first Utilisation.

4. **Other Documents and Evidence**

(a) A certificate of the Company (signed by an authorised signatory) confirming that the Initial Public Offering Settlement Date has occurred.

(b) A certificate of the Company (signed by an authorised signatory) confirming that Initial Public Offering Proceeds in amount equal to or in excess of USD 750,000,000 (or its equivalent in any other currency) net of transaction fees, costs and expenses and applicable taxes have been or will be (on an irrevocable basis) received.

(c) A copy of the group structure chart setting out the ownership of the Group on the date of this Agreement.

(d) A copy of the Original Financial Statements.

(e) Evidence that the fees, costs and expenses then due from the Company pursuant to Clause 14 (*Fees*) and Clause 19 (*Costs and Expenses*) have been paid or will be paid by the first Utilisation Date.

(f) Evidence, by way of a release letter, of discharge of the Existing Debt Financing and release of all security and guarantees granted for such Existing Debt Financing.

(g) Evidence that any process agent referred to in Clause 44.2 (*Service of Process*) has accepted its appointment.

(h) As notified to the Company no later than five (5) Business Days prior to the date of this Agreement, any documents and other information reasonably requested by the Agent and/or any of the Lenders in order to comply with their customary “know your customer” requirements.

Part 2
Conditions Precedent Required to be Delivered by an Additional Obligor

1. An Accession Deed, duly executed by the Additional Obligor and the Company.

2. A copy of the constitutional and governing documents of the Additional Obligor, which shall, in case of any Additional German Obligor, include an up-to-date online excerpt from the commercial register (*elektronischer Handelsregisterauszug*) of recent date, a copy of its articles of association (*Gesellschaftsvertrag*), a copy of a list of its shareholders (*Gesellschafterliste*), if applicable, and copies of any by-laws (*Geschäftsordnungen*), if applicable.

3. A copy of a resolution of the board of directors of the Additional Obligor (other than an Additional German Obligor):

   (a) approving the terms of, and the transactions contemplated by, the Accession Deed and the Finance Documents and resolving that it execute, deliver and perform the Accession Deed;

   (b) authorising a specified person or persons to execute the Accession Deed on its behalf;

   (c) authorising a specified person or persons, on its behalf, to sign and/or despatch all other documents and notices (including, in relation to an Additional Borrower, any Utilisation Request) to be signed and/or despatched by it under or in connection with the Finance Documents; and

   (d) authorising the Original Borrower to act as its agent in connection with the Finance Documents.

4. To the extent required by law or the constitutional documents of the Additional Obligor, a copy of a resolution signed by all the holders of the issued shares of the Additional Obligor and/or, to the extent required by law or the constitutional documents of an Additional German Obligor, a copy of a resolution of the supervisory board (*Aufsichtsrat*) of such Additional German Obligor (if applicable), in each case approving the terms of, and the transactions contemplated by, the Finance Documents to which the Additional Obligor is a party.

5. With respect to each Additional Obligor organized in the United States, a copy of the certificate of good standing of such Additional Obligor from the applicable governmental authority of the jurisdiction in which each such Additional Obligor is organized (dated as of a date reasonably near the date of the relevant Accession Deed).

6. A copy of passport, identity card or driver's license or a specimen of the signature of each person that is (i) authorised by the resolution referred to in paragraph 3 above (unless already included in any of the aforementioned documents) in relation to the Finance Documents and related documents and (ii) actually to signing any such documents.

7. A certificate of the Additional Obligor (other than any Additional German Obligor) (signed by a director) confirming that borrowing or guaranteeing the Total Sustainable Revolving Facility Commitments would not cause any borrowing or guaranteeing or similar limit binding on it to be exceeded.

8. A certificate of an authorised signatory of the Additional Obligor certifying that each copy document listed in paragraphs 2 to 6 of this Part 2 of Schedule 2 relating to it is correct, as at a date no earlier than the date of the Accession Deed.

9. If requested by the Agent (acting on the instruction of a Lender), the latest available audited financial statements of the Additional Obligor.

10. A legal opinion of Latham & Watkins LLP, legal advisers to the Arrangers and the Agent as to English law.

11. If the Additional Obligor is incorporated in a jurisdiction other than England and Wales, a legal opinion of the legal advisers to the Arrangers and the Agent, or if customary in the relevant jurisdiction, of the legal advisers to such Additional Obligor, in the jurisdiction in which the Additional Obligor is incorporated provided that in relation to any Additional Obligor incorporated in Germany, a legal enforceability opinion of the legal advisers to the Arrangers and the Agent as to German law and a legal capacity opinion of the legal advisers to the Additional Obligor as to German law is required.

12. Any Transaction Security Documents which are required to be executed in accordance with the Agreed Security and Guarantee Principles, or in the case of an Additional Obligor organized United States, consistent with (including in the form of a joinder to) the Transaction Security Documents delivered on the 2023 Effective Date, by, and/or in respect of the shares in, the proposed Additional Obligor, together with evidence that the perfection requirements as set out in such Transaction Security Documents have been complied with (subject to the Perfection Exceptions).

13. If the proposed Additional Obligor is incorporated in a jurisdiction other than England and Wales, evidence that the process agent specified in Clause 44.2 (*Service of Process*) has accepted its appointment in relation to the proposed Additional Obligor.

14. A copy of any other Authorisation or other document, opinion or assurance specified by the Agent (acting reasonably), no later than 10 Business Days prior to the proposed accession date, to be necessary in connection with the entry into and performance of the transactions contemplated by the Accession Deed or for the validity and enforceability of any Finance Document.

Schedule 3

Utilisation Request

From: **[*Borrower*]/[Oatly Group AB (publ)** (reg. no. 559081-1989) as Company]*

To: **[Wilmington Trust (London) Limited]** as Agent

Dated: [*date*]

Dear Sirs and/or Madams

Oatly Group AB (publ) – SEK 2,100,000,000 Sustainable Revolving Credit Facility Agreement dated 14 April 2021 (as amended and amended and restated from time to time) (the "Agreement")

1. We refer to the Agreement. This is a Utilisation Request. Terms defined in the Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.

2. We wish to borrow a Loan on the following terms:

Borrower:	[●]
Proposed Utilisation Date:	[●] (or, if that is not a Business Day, the next Business Day)
Facility to be Utilised:	[Sustainable Revolving Facility]/[Sustainable Incremental Facility with an Establishment Date of [date]]**
Currency of Loan:	[●]
Amount:	[●] or, if less, the Available Facility
Interest Period:	[●]

3. We confirm that each condition specified in Clause 4.2 (*Further Conditions Precedent*) of the Agreement is satisfied on the date of this Utilisation Request.

4. [This Loan is to be made in [whole]/[part] for the purpose of refinancing [*identify maturing Loan*]]/[The proceeds of this Loan should be credited to [*account*]].

5. This Utilisation Request is irrevocable.

Yours faithfully

[***name of relevant Borrower***]/[**Oatly Group AB (publ)**]

Name:
Capacity: Authorised signatory

[* Amend as appropriate. The Utilisation Request can be given by the Borrower, the Company or the Original Borrower.]

[** Select the Sustainable Facility to be utilised and delete references to the other Sustainable Facility.]

Schedule 4

Ancillary Facility Request

To: **[Wilmington Trust (London) Limited]** as Agent

From: **Oatly Group AB (publ)** (reg. no. 559081-1989) as Company

Dated: [*date*]

Dear Sirs and/or Madams

Oatly Group AB (publ) – SEK 2,100,000,000 Sustainable Revolving Credit Facility Agreement dated 14 April 2021 (as amended and amended and restated from time to time) (the "Agreement")

1. We refer to the Agreement. This is an Ancillary Facility Request. Terms defined in the Agreement have the same meaning in this Ancillary Facility Request unless given a different meaning in this Ancillary Facility Request.

2. We wish to arrange for an Ancillary Facility to be established with the Ancillary Lender specified below (which has agreed to do so) on the following terms:

   (a) proposed Ancillary Borrower/Affiliate of Borrower: [●] (reg. no. [●])

   (b) proposed Ancillary Commencement Date: [●]

   (c) proposed expiry date of the Ancillary Facility: [●]

   (d) proposed type of Ancillary Facility: [●]

   (e) proposed Ancillary Lender: [●]

   (f) proposed Ancillary Commitment: [●]

   (g) Designated Gross Amount: [●]* and

   (h) proposed currency: [●]

3. [Notes: [●].]**

4. This Ancillary Facility Request is irrevocable.

Oatly Group AB (publ)

Name:
Capacity: Authorised signatory

* Include if the Ancillary Facility is an overdraft facility comprising more than one account.

** Include if necessary.

Schedule 5

Form of Transfer Certificate

To: **[Wilmington Trust (London) Limited]** as Agent

From: **[*The Existing Lender*]** (the "**Existing Lender**") and **[*The New Lender*]** (the "**New Lender**")

Dated: [*date*]

Oatly Group AB (publ) – SEK 2,100,000,000 Sustainable Revolving Credit Facility Agreement dated 14 April 2021 (as amended and amended and restated from time to time) (the "Agreement")

1. We refer to the Agreement and to the Intercreditor Agreement (as defined in the Agreement). This is a Transfer Certificate, which shall take effect as a Transfer Certificate for the purposes of the Agreement and as a Creditor Accession Undertaking for the purposes of the Intercreditor Agreement (and as defined in the Intercreditor Agreement). Terms defined in the Agreement have the same meaning in this Transfer Certificate unless given a different meaning in this Transfer Certificate.

2. We refer to Clause 26.6 (*Procedure for Transfer*) of the Agreement:

   (a) The Existing Lender and the New Lender agree to the Existing Lender transferring to the New Lender by novation, and in accordance with Clause 26.6 (*Procedure for Transfer*) of the Agreement, all of the Existing Lender's rights and obligations (including a proportionate part of the security interest under the Transaction Security Documents governed by Swedish law) under the Agreement and the other Finance Documents and in respect of the Transaction Security which relate to that portion of the Existing Lender's Commitment and participations in Loans under the Agreement as specified in the Schedule.

   (b) The proposed Transfer Date is [●].

   (c) The Facility Office and address and attention details for notices of the New Lender for the purposes of Clause 33.2 (*Addresses*) of the Agreement are set out in the Schedule.

3. The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in paragraph (c) of Clause 26.5 (*Limitation of Responsibility of Existing Lenders*) of the Agreement. It is expressly agreed that the security created or evidenced by the Transaction Security Documents will be preserved for the benefit of the New Lender and each other Lender.

4. We refer to clause [●] (*[●]*) of the Intercreditor Agreement. In consideration of the New Lender being accepted as a [●] for the purposes of the Intercreditor Agreement (and as defined therein), the New Lender confirms that, as from the Transfer Date, it intends to be party to the Intercreditor Agreement as a [●], and undertakes to perform all the obligations expressed in the Intercreditor Agreement to be assumed by a [●] and agrees that it shall be bound by all the provisions of the Intercreditor Agreement, as if it had been an original party to the Intercreditor Agreement.

5. With respect to any Transaction Security governed by German law, any transfer made under this agreement by way of novation shall be construed under German law as a transfer and assignment by way of assumption of contract (*Vertragsübernahme*) and shall not entail under German law a *Schuldumschaffung* of (or have the effect of a *Schuldumschaffung* on) this Agreement or such Transaction Security.

6. This Transfer Certificate may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Transfer Certificate.

7. This Transfer Certificate and any non-contractual obligations arising out of or in connection with it are governed by English law.

8. This Transfer Certificate has been entered into on the date stated at the beginning of this Transfer Certificate.

Note:

The execution of this Transfer Certificate may not transfer a proportionate share of the Existing Lender's interest in the Transaction Security in all jurisdictions. It is the responsibility of the New Lender to ascertain whether any other documents or other formalities are required to perfect a transfer of such a share in the Existing Lender's Transaction Security in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.

The Schedule

Commitment/rights and obligations to be transferred

[*Insert relevant details*]
[*Facility Office address and attention details for notices and account details for payments*,]

[**Existing Lender**]

By:

[**New Lender**]

By:

This Transfer Certificate is accepted as a Transfer Certificate for the purposes of the Agreement by the Agent, and as a Creditor Accession Undertaking for the purposes of the Intercreditor Agreement by the Security Agent, and the Transfer Date is confirmed as [*date*].

[**Agent**]

By:

Schedule 6

Form of Assignment Agreement

To: **[Wilmington Trust (London) Limited]** as Agent, **[Wilmington Trust (London) Limited]** as Security Agent and **Oatly Group AB (publ)** (reg. no. 559081-1989) as Company

From: **[*the Existing Lender*]** (the "**Existing Lender**") and **[*the New Lender*]** (the "**New Lender**")

Dated: [*date*]

Oatly Group AB (publ) – SEK 2,100,000,000 Sustainable Revolving Credit Facility Agreement dated 14 April 2021 (as amended and amended and restated from time to time) (the "Agreement")

1. We refer to the Agreement and to the Intercreditor Agreement (as defined in the Agreement). This is an Assignment Agreement, which shall take effect as an Assignment Agreement for the purposes of the Agreement and as a Creditor Accession Undertaking for the purposes of the Intercreditor Agreement (and as defined in the Intercreditor Agreement). Terms defined in the Agreement have the same meaning in this Assignment Agreement unless given a different meaning in this Assignment Agreement.

2. We refer to Clause 26.7 (*Procedure for Assignment*) of the Agreement:

   (a) The Existing Lender assigns absolutely to the New Lender all the rights (including a proportionate part of the security interest under the Transaction Security Documents governed by Swedish law) of the Existing Lender under the Agreement and the other Finance Documents and in respect of the Transaction Security which relate to that portion of the Existing Lender's Commitment and participations in Loans under the Agreement as specified in the Schedule.

   (b) The Existing Lender is released from all the obligations of the Existing Lender which correspond to that portion of the Existing Lender's Commitment and participations in Loans under the Agreement specified in the Schedule.

   (c) The New Lender becomes:

      (i) Party as a Lender and is bound by obligations equivalent to those from which the Existing Lender is released under paragraph (b) above; and

      (ii) party to the Intercreditor Agreement as a [●] (as defined in the Intercreditor Agreement).

3. The proposed Transfer Date is [*date*].

4. On the Transfer Date the New Lender becomes:

   (a) party to the relevant Finance Documents (other than the Intercreditor Agreement) as a Lender; and

   (b) party to the Intercreditor Agreement as a [●] (as defined in the Intercreditor Agreement).

5. The Facility Office and address and attention details for notices of the New Lender for the purposes of Clause 33.2 (*Addresses*) of the Agreement are set out in the Schedule.

6. The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in paragraph (c) of Clause 26.5 (*Limitation of Responsibility of Existing Lenders*) of the

Agreement. It is expressly agreed that the security created or evidenced by the Transaction Security Documents will be preserved for the benefit of the New Lender and each other Lender.

7. We refer to clause [●] (*[●]*) of the Intercreditor Agreement. In consideration of the New Lender being accepted as a [●]for the purposes of the Intercreditor Agreement (and as defined in the Intercreditor Agreement), the New Lender confirms that, as from the Transfer Date, it intends to be party to the Intercreditor Agreement as a [●], and undertakes to perform all the obligations expressed in the Intercreditor Agreement to be assumed by a [●] and agrees that it shall be bound by all the provisions of the Intercreditor Agreement, as if it had been an original party to the Intercreditor Agreement.

8. This Assignment Agreement acts as notice to the Agent (on behalf of each Finance Party) and, upon delivery in accordance with Clause 26.8 (*Copy of Transfer Certificate, Assignment Agreement or Increase Confirmation to Company*) of the Agreement, to the Company (on behalf of each Obligor) of the assignment referred to in this Assignment Agreement.

9. This Assignment Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Assignment Agreement.

10. This Assignment Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

11. This Assignment Agreement has been entered into on the date stated at the beginning of this Assignment Agreement.

Note:

The execution of this Assignment Agreement may not transfer a proportionate share of the Existing Lender's interest in the Transaction Security in all jurisdictions. It is the responsibility of the New Lender to ascertain whether any other documents or other formalities are required to perfect a transfer of such a share in the Existing Lender's Transaction Security in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.

The Schedule

Rights to be assigned and obligations to be released and undertaken

[*Insert relevant details*]
[*Facility Office address and attention details for notices and account details for payments*]

[**Existing Lender**]

By:

[**New Lender**]

By:

This Assignment Agreement is accepted as an Assignment Agreement for the purposes of the Agreement by the Agent, and as a Creditor Accession Undertaking for the purposes of the Intercreditor Agreement by the Security Agent, and the Transfer Date is confirmed as [*date*].

Signature of this Assignment Agreement by the Agent constitutes confirmation by the Agent of receipt of notice of the assignment referred to herein, which notice the Agent receives on behalf of each Finance Party.

[**Agent**]

By:

[**Security Agent**]

By:

Schedule 7

Form of Accession Deed

To: **[Wilmington Trust (London) Limited]** as Agent

From: **[*Subsidiary*]** and **Oatly Group AB (publ)** (reg. no. 559081-1989) as Company

Dated: [*date*]

Dear Sirs and/or Madams

Oatly Group AB (publ) – SEK 2,100,000,000 Sustainable Revolving Credit Facility Agreement dated 14 April 2021 (as amended and amended and restated from time to time) (the "Agreement")

1. We refer to the Agreement and to the Intercreditor Agreement. This deed (the "**Accession Deed**") shall take effect as an Accession Deed for the purposes of the Agreement and as a Debtor Accession Deed for the purposes of the Intercreditor Agreement (and as defined in the Intercreditor Agreement). Terms defined in the Agreement have the same meaning in paragraphs 1-[3]/[4] of this Accession Deed unless given a different meaning in this Accession Deed.

2. [*Subsidiary*] agrees to become an Additional [Borrower]/[Guarantor] and to be bound by the terms of the Agreement and the other Finance Documents (other than the Intercreditor Agreement) as an Additional [Borrower]/[Guarantor] pursuant to [Clause 27.2 (*Additional Borrowers*)]/[Clause 27.4 (*Additional Guarantors*)] of the Agreement. [*Subsidiary*] is a company duly incorporated under the laws of [*name of relevant jurisdiction*] and is a limited liability company with registered number [●].

3. [The Company confirms that no Event of Default is continuing or would occur as a result of [*Subsidiary*] becoming an Additional Borrower.]

4. [*Subsidiary's*] administrative details for the purposes of the Agreement and the Intercreditor Agreement are as follows:

   Address:

   Attention:

5. [*Subsidiary*] (for the purposes of this paragraph [4]/[5], the "**Acceding Debtor**") intends to incur Liabilities and/or give a guarantee, indemnity or other assurance against loss in respect of Liabilities under Debt Documents,

   the "**Relevant Documents**".

   IT IS AGREED as follows:

   (a) Terms defined in the Intercreditor Agreement shall, unless otherwise defined in this Accession Deed, bear the same meaning when used in this paragraph [4]/[5].

   (b) The Acceding Debtor and the Security Agent agree that the Security Agent shall hold:

      (i) [any Security in respect of Liabilities created or expressed to be created pursuant to the Relevant Documents;

(ii) all proceeds of that Security; and][2]

(iii) all obligations expressed to be undertaken by the Acceding Debtor to pay amounts in respect of the Liabilities to the Security Agent as trustee for the Secured Parties (in the Relevant Documents or otherwise) and secured by the Transaction Security together with all representations and warranties expressed to be given by the Acceding Debtor (in the Relevant Documents or otherwise) in favour of the Security Agent as trustee for the Secured Parties,

on trust for the Secured Parties on the terms and conditions contained in the Intercreditor Agreement.

(c) The Acceding Debtor confirms that it intends to be party to the Intercreditor Agreement as a Debtor, undertakes to perform all the obligations expressed to be assumed by a Debtor under the Intercreditor Agreement and agrees that it shall be bound by all the provisions of the Intercreditor Agreement as if it had been an original party to the Intercreditor Agreement.

(d) In consideration of the Acceding Debtor being accepted as an Intra-Group Lender for the purposes of the Intercreditor Agreement, the Acceding Debtor also confirms that it intends to be party to the Intercreditor Agreement as an Intra-Group Lender, and undertakes to perform all the obligations expressed in the Intercreditor Agreement to be assumed by an Intra-Group Lender and agrees that it shall be bound by all the provisions of the Intercreditor Agreement, as if it had been an original party to the Intercreditor Agreement.

6. This Accession Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

7. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Accession Deed (including a dispute relating to the existence, validity or termination of this Accession Deed or any non-contractual obligation arising out of or in connection with this Accession Deed) (a "**Dispute**") The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

THIS ACCESSION DEED has been signed on behalf of the Security Agent (for the purposes of paragraph [4]/[5] above only), signed on behalf of the Company and executed as a deed by [*Subsidiary*] and is delivered on the date stated above.

[***Subsidiary***]

[EXECUTED AS A DEED
By: [*Subsidiary*]

_____ Director

_____ Director/Secretary]

OR

[2]Include to the extent that the Security created in the Relevant Documents is expressed to be granted to the Security Agent as trustee for the Secured Parties.

[EXECUTED AS A DEED

By: [*Subsidiary*]

Signature of Director

Name of Director

in the presence of

Signature of witness

Name of witness

Address of witness

Occupation of witness]

The Company

Oatly Group AB (publ)

By:

The Security Agent

[*Full Name of Current Security Agent*]

By:

Date:

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Schedule 8

Form of Resignation Letter

To: **[Wilmington Trust (London) Limited]** as Agent

From: **[*resigning Obligor*]** and **Oatly Group AB (publ)** (reg. no. 559081-1989) as Company

Dated: [*date*]

Dear Sirs and/or Madams

Oatly Group AB (publ) – SEK 2,100,000,000 Sustainable Revolving Credit Facility Agreement dated 14 April 2021 (as amended and amended and restated from time to time) (the "Agreement")

1. We refer to the Agreement. This is a Resignation Letter. Terms defined in the Agreement have the same meaning in this Resignation Letter unless given a different meaning in this Resignation Letter.

2. Pursuant to [Clause 27.3 (*Resignation of a Borrower*)]/[Clause 27.6 (*Resignation of a Guarantor*)] of the Agreement, we request that [*resigning Obligor*] be released from its obligations as a [Borrower]/[Guarantor] under the Agreement and the Finance Documents (other than the Intercreditor Agreement).

3. We confirm that:

   (a) no Default is continuing or would result from the acceptance of this request; and

   (b) [●][*]

4. This Resignation Letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

5. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Resignation Letter (including a dispute relating to the existence, validity or termination of this Resignation Letter or any non-contractual obligation arising out of or in connection with this Resignation Letter) (a "**Dispute**") The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

[*] Insert any other conditions required by the Agreement.

Oatly Group AB (publ)

Name:
Capacity: Authorised signatory

[**Subsidiary**]

Name:
Capacity:

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Schedule 9

Form of Compliance Certificate

To: **[Wilmington Trust (London) Limited]** as Agent

From: **Oatly Group AB (publ)** (reg. no. 559081-1989)

Dated: [*date*]

Dear Sirs and/or Madams

Oatly Group AB (publ) – SEK 2,100,000,000 Sustainable Revolving Credit Facility Agreement dated 14 April 2021 (as amended and amended and restated from time to time) (the "Agreement")

1. We refer to the Agreement. This is a Compliance Certificate. Terms defined in the Agreement have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

2. We confirm that:

   (a) [Tangible Solvency Ratio in respect of the Financial Quarter ending on [*date*] was [●]%;]

   (b) [EBITDA in respect of the Relevant Period ending on the Quarter Date [*date*] was USD [●];]

   (c) [Four Quarter Europe & International EBITDA in respect of the Relevant Period ending on the Quarter Date [*date*] was USD [●];] [and]

   (d) [Total Net Leverage Ratio in respect of the Relevant Period ending on [*date*] was [●]:1].

3. The Margin for each Loan under the Sustainable Revolving Facility should be [●]%.

4. [We confirm that no Event of Default is continuing.][*]

5. [We confirm that the terms of Clause 5.7 (*Clean down*) have been complied with during the following period of five (5) successive Business Days during the Financial Year ending on 31 December [*year*]: [*period*].][**]

6. [We confirm that the following members of the Group constitute Material Companies: [●].] [**]

7. [We confirm that the requirements set out in Clause 24.27 (*Guarantors and Transaction Security*) are complied with.]/[We confirm that the following members of the Group will become Additional Guarantors within 30 days of the date of this Compliance Certificate in order to comply with the requirements in Clause 24.27 (*Guarantors and Transaction Security*): [●].][**]

   [*Insert any other items*]

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[*] If this statement cannot be made, the Compliance Certificate should identify any Default that is continuing and the steps, if any, being taken to remedy it.

[**] Only included in the Compliance Certificate accompanying the Annual Report.

[**] Only included in the Compliance Certificate accompanying the Annual Report.

[**] Only included in the Compliance Certificate accompanying the Annual Report.

Signed

Oatly Group AB (publ)

[CEO]/[CFO]/[Authorised signatory]

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Schedule 10

Timetables

	Loans in SEK	Loans in euro	Loans in sterling	Loans in other currencies
Currency to be available and convertible into the Base Currency (Clause 4.3 (*Conditions relating to Optional Currencies*))	-	-	-	On the day which is two Business Days before the first day of the Interest Period for the relevant Loan
Agent notifies the Company if a currency is approved as an Optional Currency in accordance with Clause 4.3 (*Conditions Relating to Optional Currencies*)	-	-	-	U-4
Delivery of a duly completed Utilisation Request (Clause 5.1 (*Delivery of a Utilisation Request*))	U-3 9.30 a.m.	U-3 9.30 a.m.	U-3 9.30 a.m.	U-3 9.30 a.m.
Agent determines (in relation to a Utilisation) the Base Currency Amount of the Loan, if required under Clause 5.4 (*Lenders' Participation*) and notifies the Lenders of the Loan in accordance with Clause 5.4 (*Lenders' Participation*)	U-3 Noon	U-3 Noon	U-1 Noon	U-3 Noon
Agent receives a notification from a Lender under Clause 6.2 (*Unavailability of a Currency*)	-	9.30 a.m. on the day which is two TARGET Days before the first day of the Interest Period for the relevant Loan.	3.00 p.m. on the day which is one Business Day before the first day of the Interest Period for the relevant Loan	9.30 a.m. on the day which is two Business Days before the first day of the Interest Period for the relevant Loan.

	Loans in SEK	Loans in euro	Loans in sterling	Loans in other currencies
Currency to be available and convertible into the Base Currency (Clause 4.3 (*Conditions relating to Optional Currencies*))	-	-	-	On the day which is two Business Days before the first day of the Interest Period for the relevant Loan
Agent gives notice in accordance with Clause 6.2 (*Unavailability of a Currency*)	-	Noon on the day which is two TARGET Days before the first day of the Interest Period for the relevant Loan.	5.30 p.m. on the day which is one Business Day before the first day of the Interest Period for the relevant Loan	5.30 p.m. on the day which is two Business Days before the first day of the Interest Period for the relevant Loan.

"U" = date of utilisation

"U-X" = Business Days prior to date of utilisation.

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Schedule 11

Form of Increase Confirmation

To: **[Wilmington Trust (London) Limited]** as Agent, **[Wilmington Trust (London) Limited]** as Security Agent and **Oatly Group AB (publ)** (reg. no. 559081-1989) as Company

From: **[*the Increase Lender*]** (the "**Increase Lender**")

Dated: [*date*]

Oatly Group AB (publ) – SEK 2,100,000,000 Sustainable Revolving Credit Facility Agreement dated 14 April 2021 (as amended and amended and restated from time to time) (the "Agreement")

1. We refer to the Agreement and to the Intercreditor Agreement (as defined in the Agreement). This is an Increase Confirmation, which shall take effect as an Increase Confirmation for the purposes of the Agreement and as a Creditor Accession Undertaking for the purposes of the Intercreditor Agreement (and as defined in the Intercreditor Agreement). Terms defined in the Agreement have the same meaning in this Increase Confirmation unless given a different meaning in this Increase Confirmation.

2. We refer to Clause 2.3 (*Increase*) of the Agreement.

3. The Increase Lender agrees to assume and will assume all of the obligations corresponding to the Commitment specified in the Schedule (the "**Relevant Commitment**") as if it had been an Original Lender under the Agreement in respect of the Relevant Commitment.

4. The proposed date on which the increase in relation to the Increase Lender and the Relevant Commitment is to take effect (the "**Increase Date**") is [*date*].

5. On the Increase Date, the Increase Lender becomes:

   (a) party to the relevant Finance Documents (other than the Intercreditor Agreement) as a Lender; and

   (b) party to the Intercreditor Agreement as a [●] (as defined in the Intercreditor Agreement).

6. The Facility Office and address and attention details for notices to the Increase Lender for the purposes of Clause 33.2 (*Addresses*) of the Agreement are set out in the Schedule.

7. The Increase Lender expressly acknowledges the limitations on the Lenders' obligations referred to in paragraph (j) of Clause 2.3 (*Increase*) of the Agreement.

8. We refer to clause [●] (*[●]*) of the Intercreditor Agreement. In consideration of the Increase Lender being accepted as a [●] for the purposes of the Intercreditor Agreement (and as defined in the Intercreditor Agreement), the Increase Lender confirms that, as from the Increase Date, it intends to be party to the Intercreditor Agreement as a [●], and undertakes to perform all the obligations expressed in the Intercreditor Agreement to be assumed by a [●] and agrees that it shall be bound by all the provisions of the Intercreditor Agreement, as if it had been an original party to the Intercreditor Agreement.

9. This Increase Confirmation may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Increase Confirmation.

10. This Increase Confirmation and any non-contractual obligations arising out of or in connection with it are governed by English law.

11. This Increase Confirmation has been entered into on the date stated at the beginning of this Increase Confirmation.

Note:

The execution of this Increase Confirmation may not be sufficient for the Increase Lender to obtain the benefit of the Transaction Security in all jurisdictions. It is the responsibility of the Increase Lender to ascertain whether any other documents or other formalities are required to obtain the benefit of the Transaction Security in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.

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The Schedule

Relevant Commitment/rights and obligations to be assumed by the Increase Lender

[*Insert relevant details*]
[*Facility Office address and attention details for notices and account details for payments*]

[**Increase Lender**]

By:

This Increase Confirmation is accepted as an Increase Confirmation for the purposes of the Agreement by the Agent and as a Creditor Accession Undertaking for the purposes of the Intercreditor Agreement by the Security Agent and the Increase Date is confirmed as [*date*].

Agent

By:

Security Agent

By:

Schedule 12

Reference Rate Terms

Part 1
Sterling

CURRENCY:	Sterling.	
Cost of funds as a fallback	Cost of funds will apply as a fallback.	
Definitions		
Additional Business Days:	An RFR Banking Day.	
Baseline CAS:	***Interest Period***	***Baseline CAS (per cent. per annum)***
	One Month or less	0.0326
	Three Months or less but longer than one Month	0.1193
	Longer than three Months	0.2766
Break Costs:	None specified.	
Business Day Conventions (definition of "Month" and Clause 12.2 (*Non-Business Days*)):	(a) If any period is expressed to accrue by reference to a Month or any number of Months then, in respect of the last Month of that period: (i) subject to paragraph (iii) below, if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day; (ii) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and (iii) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end. (b) If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).	

Central Bank Rate:	The Bank of England's Bank Rate as published by the Bank of England from time to time.
Central Bank Rate Adjustment:	In relation to the Central Bank Rate prevailing at close of business on any RFR Banking Day, the 20 per cent. trimmed arithmetic mean (calculated by the Agent, or by any other Finance Party which agrees to do so in place of the Agent) of the Central Bank Rate Spreads for the five most immediately preceding RFR Banking Days for which the RFR is available. For this purpose, "**Central Bank Rate Spread**" means, in relation to any RFR Banking Day, the difference (expressed as a percentage rate per annum) calculated by the Agent (or by any other Finance Party which agrees to do so in place of the Agent) between: (a) the RFR for that RFR Banking Day; and (b) the Central Bank Rate prevailing at close of business on that RFR Banking Day.
Daily Rate:	The "**Daily Rate**" for any RFR Banking Day is: (a) the RFR for that RFR Banking Day; or (b) if the RFR is not available for that RFR Banking Day, the percentage rate per annum which is the aggregate of: (i) the Central Bank Rate for that RFR Banking Day; and (ii) the applicable Central Bank Rate Adjustment; or (c) if paragraph (b) above applies but the Central Bank Rate for that RFR Banking Day is not available, the percentage rate per annum which is the aggregate of: (i) the most recent Central Bank Rate for a day which is no more than five RFR Banking Days before that RFR Banking Day; and (ii) the applicable Central Bank Rate Adjustment, rounded, in either case, to four decimal places and if, in either case, the aggregate of that rate and the applicable Baseline CAS is less than zero, the Daily Rate shall be deemed to be such a rate that the aggregate of the Daily Rate and the applicable Baseline CAS is zero.
Lookback Period:	Five RFR Banking Days.
Market Disruption Rate:	The percentage rate per annum which is the aggregate of:

	(a) the Cumulative Compounded RFR Rate for the Interest Period of the relevant Loan; and (b) the applicable Baseline CAS (if any).
Published Rate Contingency Period:	30 days.
Relevant Market:	The sterling wholesale market.
Reporting Day:	The day which is the Lookback Period prior to the last day of the Interest Period or, if that day is not a Business Day, the immediately following Business Day.
RFR:	The SONIA (sterling overnight index average) reference rate displayed on the relevant screen of any authorised distributor of that reference rate.
RFR Banking Day:	A day (other than a Saturday or Sunday) on which banks are open for general business in London.
Interest Periods	
Periods capable of selection as Interest Periods (paragraph (b) of Clause 12.1 (*Selection of Interest Periods*))	One, three or six Months.
Reporting Times	
Deadline for Lenders to report market disruption in accordance with Clause 14.2 (*Market disruption*):	Close of business in London on the Reporting Day for the relevant Loan.
Deadline for Lenders to report their cost of funds in accordance with Clause 14.3 (*Cost of funds*):	Close of business on the date falling two Business Days after the Reporting Day for the relevant Loan (or, if earlier, on the date falling two Business Days before the date on which interest is due to be paid in respect of the Interest Period for that Loan).

Part 2
Dollars

CURRENCY AND CATEGORY OF LOAN/UNPAID SUM/ACCRUAL:

Dollars – Compounded Rate Loans and accrual of commission or fees.

Cost of funds as a fallback	Cost of funds will apply as a fallback.
Definitions	
Additional Business Days:	An RFR Banking Day.
Break Costs:	None specified.
Business Day Conventions (definition of "Month" and Clause 12.2 (*Non-Business Days*)):	(a) If any period is expressed to accrue by reference to a Month or any number of Months then, in respect of the last Month of that period: (i) subject to paragraph (iii) below, if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day; (ii) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and (iii) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end. (b) If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).
Central Bank Rate:	(a) The short-term interest rate target set by the US Federal Open Market Committee as published by the Federal Reserve Bank of New York from time to time; or (b) if that target is not a single figure, the arithmetic mean of: (i) the upper bound of the short-term interest rate target range set by the US Federal Open Market Committee and published by

the Federal Reserve Bank of New York; and

(ii) the lower bound of that target range.

Central Bank Rate Adjustment: In relation to the Central Bank Rate prevailing at close of business on any RFR Banking Day, the 20 per cent. trimmed arithmetic mean (calculated by the Agent, or by any other Finance Party which agrees to do so in place of the Agent) of the Central Bank Rate Spreads for the five most immediately preceding RFR Banking Days for which the RFR is available.

For this purpose, "**Central Bank Rate Spread**" means, in relation to any RFR Banking Day, the difference (expressed as a percentage rate per annum) calculated by the Agent (or by any other Finance Party which agrees to do so in place of the Agent) between:

(a) the RFR for that RFR Banking Day; and

(b) the Central Bank Rate prevailing at close of business on that RFR Banking Day.

Daily Rate: The "**Daily Rate**" for any RFR Banking Day is:

(a) the RFR for that RFR Banking Day; or

(b) if the RFR is not available for that RFR Banking Day, the percentage rate per annum which is the aggregate of:

(i) the Central Bank Rate for that RFR Banking Day; and

(ii) the applicable Central Bank Rate Adjustment; or

(c) if paragraph (b) above applies but the Central Bank Rate for that RFR Banking Day is not available, the percentage rate per annum which is the aggregate of:

(i) the most recent Central Bank Rate for a day which is no more than five RFR Banking Days before that RFR Banking Day; and

(ii) the applicable Central Bank Rate Adjustment,

rounded, in each case, to four decimal places and if, in each case, the aggregate of that rate and the applicable Baseline CAS is less than zero, the Daily Rate shall be deemed to be such a rate that the aggregate of the Daily Rate and the applicable Baseline CAS is zero.

Lookback Period: Five RFR Banking Days.

Market Disruption Rate: The percentage rate per annum which is the aggregate of:

(a) the Cumulative Compounded RFR Rate for the Interest Period of the relevant Loan; and

(b) the applicable Baseline CAS (if any).

Published Rate Contingency Periods: 30 days.

Baseline CAS:

Interest Period	*Baseline CAS (per cent. per annum)*
One Month or less	0.11448
Three Months or less but longer than one Month	0.26161
Longer than three Months	0.42826

Relevant Market: The market for overnight cash borrowing collateralised by US Government Securities.

Reporting Day: The Business Day which follows the day which is the Lookback Period prior to the last day of the Interest Period.

RFR: The secured overnight financing rate (SOFR) administered by the Federal Reserve Bank of New York (or any other person which takes over the administration of that rate) published by the Federal Reserve Bank of New York (or any other person which takes over the publication of that rate).

RFR Banking Day: Any day other than (i) a Saturday or Sunday and (ii) a day on which the Securities Industry and Financial Markets Association (or any successor organisation) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in US government securities.

Interest Periods

Periods capable of selection as Interest Periods (paragraph (b) of Clause 12.1 (*Selection of Interest Periods*)) — One, three or six Months.

Reporting Times

Deadline for Lenders to report market disruption in accordance with Clause 13.3 (*Market disruption*): Close of business in London on the Reporting Day for the relevant Loan.

Deadline for Lenders to report their cost of funds in accordance with Clause 13.4 (*Cost of funds*): Close of business on the date falling two Business Days after the Reporting Day for the relevant Loan (or, if earlier, on the date falling two Business Days before the date on which interest is due to be paid in respect of the Interest Period for that Loan).

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Part 3
SEK

CURRENCY: SEK - Term Rate Loans.

Compounded Reference Rate as a fallback

Compounded Reference Rate will not apply as a fallback.

Cost of funds as a fallback

Cost of funds will apply as a fallback.

Definitions

Additional Business Days:	None specified.
Alternative Term Rate:	None specified.
Alternative Term Rate Adjustment:	None specified.
Break Costs:	The amount (if any) by which: (a) the interest which a Lender should have received for the period from the date of receipt of all or any part of its participation in the relevant Loan or Unpaid Sum to the last day of the current Interest Period in respect of that Loan or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period; exceeds: (b) the amount which that Lender would be able to obtain by placing an amount equal to the principal amount or Unpaid Sum received by it on deposit with a leading bank for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period.
Business Day Conventions (definition of "Month" and Clause 12.2 (*Non-Business Days*)):	(a) If any period is expressed to accrue by reference to a Month or any number of Months then, in respect of the last Month of that period: (i) subject to paragraph (iii) below, if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;

(ii)

(ii) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and

(iii) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.

(b) If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

Market Disruption Rate:	The Term Reference Rate.
Primary Term Rate:	The Stockholm interbank offered rate administered and calculated by Swedish Financial Benchmark Facility (SFBF) (or any other person which takes over the administration and calculation of that rate) for SEK for the relevant period displayed (before any correction, recalculation or republication by the administrator) on page STIBOR= of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate).
Published Rate Contingency Periods:	30 days.
Quotation Day:	Two Business Days before the first day of the relevant Interest Period (unless market practice differs in the Relevant Market, in which case the Quotation Day will be determined by the Agent in accordance with market practice in the Relevant Market (and if quotations would normally be given on more than one day, the Quotation Day will be the last of those days)).
Quotation Time:	Quotation Day 11:00 a.m. (Stockholm time).
Relevant Market:	The Stockholm interbank market.
Reporting Day:	The Quotation Day.

Interest Periods

Periods capable of selection as Interest Periods (paragraph (b) of Clause 12.1 (*Selection of Interest Periods*))	One, three or six Months.
Reporting Times	
Deadline for Lenders to report market disruption in accordance with Clause 13.3 (*Market disruption*):	Close of business in London on the Reporting Day for the relevant Loan.
Deadline for Lenders to report their cost of funds in accordance with Clause 13.4 (*Cost of funds*):	Close of business on the date falling two Business Days after the Reporting Day for the relevant Loan (or, if earlier, on the date falling two Business Days before the date on which interest is due to be paid in respect of the Interest Period for that Loan).

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Part 4
Euro

CURRENCY AND CATEGORY OF LOAN/UNPAID SUM/ACCRUAL: Euro - Term Rate Loans.

Compounded Reference Rate as a fallback

Compounded Reference Rate will not apply as a fallback.

Cost of funds as a fallback

Cost of funds will apply as a fallback.

Definitions

Additional Business Days:	A Target Day.
Alternative Term Rate:	None specified.
Alternative Term Rate Adjustment:	None specified.
Break Costs:	The amount (if any) by which: (a) the interest which a Lender should have received for the period from the date of receipt of all or any part of its participation in the relevant Loan or Unpaid Sum to the last day of the current Interest Period in respect of that Loan or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period; exceeds: (b) the amount which that Lender would be able to obtain by placing an amount equal to the principal amount or Unpaid Sum received by it on deposit with a leading bank for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period.
Business Day Conventions (definition of "Month" and Clause 12.2 (*Non-Business Days*)):	(a) If any period is expressed to accrue by reference to a Month or any number of Months then, in respect of the last Month of that period: (i) subject to paragraph (iii) below, if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is

not, on the immediately preceding Business Day;

(ii)

(ii) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and

(iii) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.

(b) If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

Market Disruption Rate:	The Term Reference Rate.
Primary Term Rate:	The euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for the relevant period displayed (before any correction, recalculation or republication by the administrator) on page EURIBOR01 of the Thomson Reuters screen.
Quotation Day:	Two TARGET Days before the first day of the relevant Interest Period (unless market practice differs in the Relevant Market, in which case the Quotation Day will be determined by the Agent in accordance with market practice in the Relevant Market (and if quotations would normally be given on more than one day, the Quotation Day will be the last of those days)).
Quotation Time:	Quotation Day 11:00 a.m. (Stockholm time).
Relevant Market:	The European interbank market.
Reporting Day:	The Quotation Day.
Published Rate Contingency Period:	30 days.

Interest Periods

Periods capable of selection as Interest Periods (paragraph (b) of Clause 12.1 (*Selection of Interest Periods*))	One, three or six Months.
Reporting Times	
Deadline for Lenders to report market disruption in accordance with Clause 13.3 (*Market disruption*):	Close of business in London on the Reporting Day for the relevant Loan.
Deadline for Lenders to report their cost of funds in accordance with Clause 13.4 (*Cost of funds*):	Close of business on the date falling two Business Days after the Reporting Day for the relevant Loan (or, if earlier, on the date falling two Business Days before the date on which interest is due to be paid in respect of the Interest Period for that Loan).

Schedule 13

Daily Non-Cumulative Compounded RFR Rate

The "**Daily Non-Cumulative Compounded RFR Rate**" for any RFR Banking Day "i" during an Interest Period for a Compounded Rate Loan is the percentage rate per annum (without rounding, to the extent reasonably practicable for the Finance Party performing the calculation, taking into account the capabilities of any software used for that purpose) calculated as set out below:

where:

"**$UCCDR_i$**" means the Unannualised Cumulative Compounded Daily Rate for that RFR Banking Day "**i**";

"**$UCCDR_{i-1}$**" means, in relation to that RFR Banking Day "**i**", the Unannualised Cumulative Compounded Daily Rate for the immediately preceding RFR Banking Day (if any) during that Interest Period;

"**dcc**" means 360 or, in any case where market practice in the Relevant Market is to use a different number for quoting the number of days in a year, that number;

"**n_i**" means the number of calendar days from, and including, that RFR Banking Day "**i**" up to, but excluding, the following RFR Banking Day; and

the "**Unannualised Cumulative Compounded Daily Rate**" for any RFR Banking Day (the "**Cumulated RFR Banking Day**") during that Interest Period is the result of the below calculation (without rounding, to the extent reasonably practicable for the Finance Party performing the calculation, taking into account the capabilities of any software used for that purpose):

where:

"**ACCDR**" means the Annualised Cumulative Compounded Daily Rate for that Cumulated RFR Banking Day;

"**tn_i**" means the number of calendar days from, and including, the first day of the Cumulation Period to, but excluding, the RFR Banking Day which immediately follows the last day of the Cumulation Period;

"**Cumulation Period**" means the period from, and including, the first RFR Banking Day of that Interest Period to, and including, that Cumulated RFR Banking Day;

"**dcc**" has the meaning given to that term above; and

the "**Annualised Cumulative Compounded Daily Rate**" for that Cumulated RFR Banking Day is the percentage rate per annum (rounded to 4 decimal places, with 0.00005 being rounded upwards) calculated as set out below:

where:

"**d_0**" means the number of RFR Banking Days in the Cumulation Period;

"**Cumulation Period**" has the meaning given to that term above;

"**i**" means a series of whole numbers from one to d_0, each representing the relevant RFR Banking Day in chronological order in the Cumulation Period;

"**$DailyRate_{i\text{-}LP}$**" means, for any RFR Banking Day "**i**" in the Cumulation Period, the Daily Rate for the RFR Banking Day which is the applicable Lookback Period prior to that RFR Banking Day "**i**";

"**n_i**" means, for any RFR Banking Day "**i**" in the Cumulation Period, the number of calendar days from, and including, that RFR Banking Day "**i**" up to, but excluding, the following RFR Banking Day;

"**dcc**" has the meaning given to that term above; and

"**tn_i**" has the meaning given to that term above.

Schedule 14

Cumulative Compounded RFR Rate

The "**Cumulative Compounded RFR Rate**" for any Interest Period for a Compounded Rate Loan is the percentage rate per annum (rounded to the same number of decimal places as is specified in the definition of "Annualised Cumulative Compounded Daily Rate" in Schedule 13 (*Daily Non-Cumulative Compounded RFR Rate*)) calculated as set out below:

where:

"**d_0**" means the number of RFR Banking Days during the Interest Period;

"**I**" means a series of whole numbers from one to d_0, each representing the relevant RFR Banking Day in chronological order during the Interest Period;

"**$DailyRate_{i\text{-}LP}$**" means for any RFR Banking Day "**i**" during the Interest Period, the Daily Rate for the RFR Banking Day which is the applicable Lookback Period prior to that RFR Banking Day "**i**";

"**n_i**" means, for any RFR Banking Day "**i**", the number of calendar days from, and including, that RFR Banking Day "**i**" up to, but excluding, the following RFR Banking Day;

"**dcc**" means 360 or, in any case where market practice in the Relevant Market is to use a different number for quoting the number of days in a year, that number; and

"**d**" means the number of calendar days during that Interest Period.

Schedule 15

Form of Sustainable Incremental Facility Notice

To: [**Wilmington Trust (London) Limited**] as Agent and [**Wilmington Trust (London) Limited**] as Security Agent

From: **Oatly Group AB (publ) (reg. no. 559081-1989)** as Company and the entities listed in the Schedule as Sustainable Incremental Facility Lenders (the "**Sustainable Incremental Facility Lenders**")

Dated: [*date*]

Oatly Group AB (publ) – SEK 2,100,000,000 Sustainable Revolving Credit Facility Agreement dated 14 April 2021 (as amended and amended and restated from time to time) (the "Agreement")

1. We refer to the Agreement and to the Intercreditor Agreement (as defined in the Agreement). This is a Sustainable Incremental Facility Notice. This Sustainable Incremental Facility Notice shall take effect as a Sustainable Incremental Facility Notice for the purposes of the Agreement and as a Creditor Accession Undertaking for the purposes of the Intercreditor Agreement (and as defined in the Intercreditor Agreement). Terms defined in the Agreement have the same meaning in this Sustainable Incremental Facility Notice unless given a different meaning in this Sustainable Incremental Facility Notice.

2. We refer to Clause 8 (*Establishment of Sustainable Incremental Facilities*) of the Agreement.

3. We request the establishment of a Sustainable Incremental Facility with the following Sustainable Incremental Facility Terms:

   (a) Currency: [●]

   (b) Total Sustainable Incremental Facility Commitments: [●]

   (c) Margin: [●]

   (d) Borrower(s) to which the Sustainable Incremental Facility is to be made available: [●]

   (e) Purpose(s) for which all amounts borrowed under the Sustainable Incremental Facility shall be applied pursuant to Clause 3.1 (*Purpose*) of the Agreement: [●]

   (f) Availability Period: [●]

   (g) Sustainable Incremental Facility Conditions Precedent: [●]

   (h) Termination Date: [●]

   (i) Type of facility: revolving credit facility

4. The proposed Establishment Date is [●].

5. The Company confirms that:

   (a) each of:

      (i) the Sustainable Incremental Facility Terms set out above;

      (ii) the Margin applicable to the Sustainable Incremental Facility;

      (iii) the fees payable to any arranger of the Sustainable Incremental Facility; and

(iv) the Termination Date,

comply with Clause 8.5 (*Restrictions on Sustainable Incremental Facility Terms and fees*) of the Agreement;

(b) the Sustainable Incremental Facility Lenders set out in this Sustainable Incremental Facility Notice comply with Clause 8.1 (*Sustainable Incremental Facility Lenders*); and

(c) each condition specified in paragraph (e)(i) of Clause 8.6 (*Conditions to establishment*) of the Agreement is satisfied on the date of this Sustainable Incremental Facility Notice.

6. Each Sustainable Incremental Facility Lender agrees to assume and will assume all of the obligations corresponding to the Sustainable Incremental Facility Commitment set opposite its name in the Schedule as if it had been an Original Lender under the Agreement in respect of that Sustainable Incremental Facility Commitment.

7. On the Establishment Date each Sustainable Incremental Facility Lender becomes:

(a) party to the relevant Finance Documents (other than the Intercreditor Agreement) as a Lender; and

(b) party to the Intercreditor Agreement as a Senior Secured Revolving Facilities Lender (as defined in the Intercreditor Agreement).

8. Each Sustainable Incremental Facility Lender expressly acknowledges the limitations on the Lenders' obligations referred to in Clause 8.12 (*Limitation of responsibility*) of the Agreement.

9. We refer to clause [●] (*Creditor Accession Undertaking*) of the Intercreditor Agreement. In consideration of each Sustainable Incremental Facility Lender being accepted as a Senior Secured Revolving Facilities Lender for the purposes of the Intercreditor Agreement (and as defined in the Intercreditor Agreement), each Sustainable Incremental Facility Lender confirms that, as from the Establishment Date, it intends to be party to the Intercreditor Agreement as a Senior Secured Revolving Facilities Lender, and undertakes to perform all the obligations expressed in the Intercreditor Agreement to be assumed by a Senior Secured Revolving Facilities Lender and agrees that it shall be bound by all the provisions of the Intercreditor Agreement, as if it had been an original party to the Intercreditor Agreement.

10. This Sustainable Incremental Facility Notice is irrevocable and unconditional.

11. This Sustainable Incremental Facility Notice may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Sustainable Incremental Facility Notice.

12. This Sustainable Incremental Facility Notice and any non-contractual obligations arising out of or in connection with it are governed by English law.

13. This Sustainable Incremental Facility Notice has been entered into on the date stated at the beginning of this Sustainable Incremental Facility Notice.

Note:

The execution of this Sustainable Incremental Facility Notice may not be sufficient for each Sustainable Incremental Facility Lender to obtain the benefit of the Transaction Security in all jurisdictions. It is the responsibility of each Sustainable Incremental Facility Lender to ascertain whether any other documents or other formalities are required to obtain the benefit of the Transaction Security in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.

The Schedule

Name of Sustainable Incremental Facility Lender	Sustainable Incremental Facility Commitment

The Company

Oatly Group AB (publ)

By:…….

The Sustainable Incremental Facility Lenders

[●]

This document is accepted as a Sustainable Incremental Facility Notice for the purposes of the Agreement by the Agent and as a Creditor Accession Undertaking for the purposes of the Intercreditor Agreement by the Security Agent and the Establishment Date is confirmed as [*date*].

The Agent

[●]

By:…….

The Security Agent

[●]

By:…….

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Schedule 16

Form of Sustainable Incremental Facility Lender Certificate

To: [**Wilmington Trust (London) Limited**] as Agent and Oatly Group AB (publ) (reg. no. 559081-1989) as Company

From: [***The Sustainable Incremental Facility Lender***]

Dated: [*date*]

Oatly Group AB (publ) – SEK 2,100,000,000 Sustainable Revolving Credit Facility Agreement dated 14 April 2021 (as amended and amended and restated from time to time) (the "Agreement")

1. We refer to the Agreement and to the Sustainable Incremental Facility Notice dated [*date*]. This is a Sustainable Incremental Facility Lender Certificate. Terms defined in the Agreement have the same meaning in this Sustainable Incremental Facility Lender Certificate unless given a different meaning in this Sustainable Incremental Facility Lender Certificate.

2. The Facility Office and address and attention details for notices of the Sustainable Incremental Facility Lender for the purposes of Clause 33.2 (*Addresses*) of the Agreement are [●].

Sustainable Incremental Facility Lender

[Sustainable Incremental Facility Lender]

By:

Schedule 17

Sustainability Indicators

Sustainability Indicator		Value	Target Value					
		2020	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
Water consumption	**At the Landskrona factory in L per L product produced**	3.5	3.3	3.1	2.9	2.7	0.2 less than previous year's actuals	0.2 less than previous year's actuals
	At the Vlissingen factory in L per L product produced	1.87	less than 2.0	less than 2.0	less than 2.0	less than 2.0	less than 2.0	less than 2.0
	At the Millville factory in L per L product produced	1.88	less than 2.0	less than 2.0	less than 2.0	less than 2.0	less than 2.0	less than 2.0
Energy consumption at the Landskrona factory in kWh per L of finished goods		0.40	0.392 (-2%)	0.384 (-2%)	0.376 (-2%)	0.369 (-2%)	-2% less than previous year's actuals	-2% less than previous year's actuals
Implementation of new electric transportation routes between production and warehouse facilities in number of routes added		2	2	1	1	1	1	1
Increase in CO2 emissions avoided resulting from partial replacement of cow milk in tonnes		104	Actuals	Actuals	Actuals	Actuals	Actuals	Actuals

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Schedule 18

Form of Sustainability Compliance Certificate

To: **[Wilmington Trust (London) Limited]** as Agent

From: **Oatly Group AB (publ)** (reg. no. 559081-1989) as Company

Dated: [*date*]

Dear Sirs and/or Madams

Oatly Group AB (publ) – SEK 2,100,000,000 Sustainable Revolving Credit Facility Agreement dated 14 April 2021 (as amended and amended and restated from time to time) (the "Agreement")

1. We refer to the Agreement. This is a Sustainability Compliance Certificate. Terms defined in the Agreement have the same meaning in this Sustainability Compliance Certificate unless given a different meaning in this Sustainability Compliance Certificate.

2. We confirm that the Realised Values in respect of each of the Sustainability Indicators for the financial year of the Company ending on [*date*] are as follows:

Sustainability Indicator		Target Value	Realised Value
Water consumption	**At the Landskrona factory in L per L product produced**	[●]	[●]
	At the Vlissingen factory in L per L product produced	[●]	[●]
	At the Millville factory in L per L product produced	[●]	[●]
Energy consumption at the Landskrona factory in kWh per L of finished goods		[●]	[●]
Implementation of new electric transportation routes between production and warehouse facilities in number of routes added		[●]	[●]
Increase in CO2 emissions avoided resulting from partial replacement of cow milk in tonnes		[●]	[●]

3. We confirm that we have therefore [achieved [●] Target Values] [not achieved any Target Values] for the financial year ending [●] and as such the Margin shall [be [reduced] [increased] by [●] percentage points] [remain unchanged] in accordance with Clause 11.3 (*Sustainability adjustments*) of the Agreement.

Signed

Oatly Group AB (publ)

[CEO]/[CFO]/[Authorised signatory]

|EU-DOCS\51976614.2||

Schedule 19

Form of Substitute Affiliate Lender Designation Notice

To: **[Wilmington Trust (London) Limited]** as Agent; and

Cc: **Oatly Group AB (publ)** (reg. no. 559081-1989) as Company

From: **[*Designating Lender*]** (the "**Designating Lender**")

Dated:

Dear Sirs and/or Madams

Oatly Group AB (publ) – SEK 2,100,000,000 Sustainable Revolving Credit Facility Agreement dated 14 April 2021 (as amended and amended and restated from time to time)

1. Designation Notice.

2. We hereby designate our Affiliate details of which are given below as a Substitute Affiliate Lender in respect of any Loans required to be advanced to [*name of borrower*] ("**Designated Loans**").

3. The details of the Substitute Affiliate Lender are as follows:

   Name:

   Facility Office:

   Attention:

   Jurisdiction of Incorporation:

4. By countersigning this notice below the Designated Affiliate Lender agrees to become a Designated Affiliate Lender in respect of Designated Loans as indicated above and agrees to be bound by the terms of the Agreement accordingly.

This Designation

……

For and on behalf of

[Designating Lender]

Schedule 20

Agreed Security and Guarantee Principles

Clause 1.1 General Principles

The guarantees and security to be provided will be given in accordance with the Agreed Security and Guarantee Principles set out in this Schedule 20 (the "**Agreed Security and Guarantee Principles**"). These Agreed Security and Guarantee Principles address the manner in which the agreed security and guarantee principles will impact on the guarantees and security proposed to be taken in relation to this transaction. Notwithstanding any other provisions of these Agreed Security and Guarantee Principles, these principles shall not apply to (i) any security over assets located in the United States or (ii) any guarantee, in each case to the extent granted by subsidiaries organized in the United States.

(a) The Agreed Security and Guarantee Principles embody recognition by all parties that there may be certain legal and practical difficulties in obtaining effective or commercially reasonable guarantees and security from all Guarantors or shareholders of Guarantors where applicable in the jurisdiction in which such Guarantors or shareholders are located. In particular:

(i) general legal and statutory limitations, regulatory restrictions, capital maintenance, financial assistance, corporate benefit, fraudulent preference, "interest stripping", "controlled foreign corporation", transfer pricing or thin capitalization rules, tax restrictions, retention of title claims and similar principles may prohibit, limit or otherwise restrict the ability of a member of the "Group" (being comprised of the Company and all of the Subsidiaries but excluding any Excluded Subsidiaries) to provide a guarantee or security or may require that the guarantee or security be limited by an amount or otherwise; the Company will use commercially reasonable efforts (not involving the payment of material amounts of money or the incurrence of material expenses which are disproportionate to the benefit accruing to the Secured Parties as determined by the Company and the Majority Lenders in their reasonable judgment) to assist in demonstrating that adequate corporate benefit accrues to the relevant Guarantor or shareholder as applicable and to overcome any such limitations to the extent commercially reasonably practicable;

(ii) certain supervisory board, works council, regulator or regulatory board (or equivalent), or another external body's or person's consent may be required to enable a member of the Group to provide a guarantee or security. Such guarantee and/or security shall not be required unless such consent has been received or the relevant consent requirement waived or if it has been confirmed that such consent is no longer required; provided that commercially reasonable efforts (not involving the payment of material amounts of money or the incurrence of material expenses which are disproportionate to the benefit accruing to the Secured Parties as determined by the Company and the Majority Lenders in their reasonable judgment) have been used by the relevant member of the Group for a period of at least 15 Business Days to obtain the relevant consent or waiver to the extent permissible by law and regulation and such consent or waiver has no impact on relationships with third parties;

(iii) the giving of a guarantee or security or the perfection of the security granted will not be required to the extent that it would incur any registration fees, stamp duty, taxes and any other fees or costs directly associated with such guarantee or security which are not proportionate to the benefit accruing to the Secured Parties, as determined by the Company and the Majority Lenders in their reasonable judgment (for the avoidance of doubt, without prejudice to the Transaction Security to be granted in respect of the shares in Oatly Germany GmbH in accordance with Clause 24.27(c)(i));

(iv) the security and extent of its perfection will be agreed on the basis that the cost to the Group of providing security shall be proportionate to the benefit accruing to the Secured Parties, as determined by the Company and the Majority Lenders in their reasonable judgment;

(v) in certain jurisdictions it may be either impossible or disproportionately costly (as determined by the Company and the Majority Lenders in their reasonable judgment) to grant guarantees or create security over certain categories of assets, in which event such guarantees will not be granted and security will not be taken over such assets;

(vi) any assets subject to third party arrangements which are not prohibited by the Finance Documents and which may prevent those assets from being secured, and any cash constituting regulatory capital, will be excluded from any relevant Transaction Security Document; provided that commercially reasonable efforts (not involving the payment of material amounts of money or the incurrence of material expenses which are disproportionate to the benefit accruing to the Secured Parties as determined by the Company and the Majority Lenders in their reasonable judgment) for a period of at least 15 Business Days to obtain consent to secure any such assets shall be used by the relevant Guarantor if the relevant asset is material and otherwise required to be secured under this Agreement (which, for the avoidance of doubt, will not require the relevant Guarantor to take any action which could reasonably be expected to damage its commercial relationship with the relevant third party);

(vii) no member of the Group will be required to give guarantees or enter into Transaction Security Documents to the extent it is not within the legal capacity of the relevant member of the Group, it results in the Transaction Security Document being null and void or if, in the reasonable opinion of the directors of the relevant member of the Group, the same would conflict with the fiduciary duties of their directors or contravene any legal or regulatory prohibition or result in a risk of personal, civil or criminal liability on the part of any director which, in the case of such conflict, prohibition or risk, cannot be overcome with commercially reasonable efforts and at a reasonable cost (in which case, for the avoidance of doubt, appropriate and customary limitation language shall be added);

(viii) subject to the following sentence, perfection of security, when required, and other legal formalities will be completed as soon as reasonably practicable and, in any event, within the time periods specified in the Finance Documents therefor or (if earlier or to the extent no such time periods are specified in the Finance Documents) within the time periods specified by applicable law in order to ensure due perfection. Prior to the occurrence of an Event of Default which is continuing, and except as is customary in the relevant market, it will not be required to take certain steps of perfecting security (including, without limitation, notification of receivables security to third party debtors) if, in the reasonable opinion of the directors (or equivalent) of the relevant Guarantor and the Majority Lenders, it would be unduly burdensome on or restrict the ability of the relevant Guarantor to conduct its operations and business in the ordinary course or as otherwise not prohibited by the Finance Documents;

(ix) unless granted under a global Transaction Security Document governed by English law and provided by Guarantors incorporated in England & Wales (a "**Debenture**") or New York law and provided by Guarantors incorporated in the United States (an "**All Asset Security Document**") or any similar security agreement provided by Guarantors in any other jurisdiction in accordance with the terms of Clause 1.4 below, in each case in respect of all assets security, the Transaction Security Document shall be governed by the law of and secure assets located in or otherwise governed or expressed to be governed by the laws of the jurisdiction of incorporation of that Obligor (other than share security, security over intercompany receivables owed by members of the Group

incorporated in Sweden and security over Material Intellectual Property registered in any Material Jurisdiction);

(x) no guarantee or security will be required to be given by or over any acquired person or asset (and no consent shall be required to be sought with respect thereto) which are required to support debt (not incurred in contemplation of such acquisition) ("**Permitted Acquired Debt**") of such acquired person or encumbering such acquired asset that in each case is not prohibited under the Finance Documents to remain outstanding; no member of a target group or other entity acquired pursuant to an acquisition not prohibited under the Finance Documents shall be required to become a Guarantor or grant security for so long as such member of the target group or other entity is prevented by the terms of the documentation governing that Permitted Acquired Debt or if becoming a Guarantor or the granting of any security would give rise to an obligation (including any payment obligation) under or in relation thereto where such obligation is not prohibited under the Finance Documents to remain outstanding; and no security will be granted over any asset secured for the benefit of any such Permitted Acquired Debt to the extent constituting security otherwise not prohibited to subsist under the Finance Documents;

(xi) the maximum guaranteed or secured amount may be limited to minimize stamp duty, notarization, registration or other applicable fees, taxes and duties where the benefit of increasing the guaranteed or secured amount is disproportionate to the level of such fee, taxes and duties, as determined by the Company and the Majority Lenders in their reasonable judgment;

(xii) [reserved];

(xiii) guarantees will not be required from and security will not be required with respect to the assets of (or, in respect of Equity Interests, in), any subsidiary formed or acquired after the 2023 Effective Date that is a bona fide joint venture with a third party not affiliated with the Borrowers;

(xiv) [reserved];

(xv) no share certificates shall be required to be delivered with respect to security granted over any Equity Interests in any Subsidiary that is not a Material Company;

(xvi) [reserved];

(xvii) the Security Agent will hold one set of security for all Lenders unless local law requires separate ranking security for different classes of debt, or otherwise (including but not limited to pursuant to any joint and several creditorship or other similar or equivalent structure or parallel debt provisions) if, due to local law restrictions, it is impractical or disproportionate in relation to the benefit of the security for the Security Agent to hold the security in its name and for the benefit of the Lenders;

(xviii) no guarantee or security shall guarantee or secure any "Excluded Swap Obligations";

(xix) without prejudice to the Company's right to designate Guarantors in accordance with the terms of this Agreement, no member of the Group incorporated or otherwise established in an Excluded Jurisdiction will be required to accede to any Finance Document as a Guarantor or provide security and no security will be required to be provided over any Equity Interests in any member of the Group that is incorporated or otherwise established in an Excluded Jurisdiction (unless pursuant to all asset security or floating charge or equivalent security, save that no local-law perfection shall be required); and

(xx) without prejudice to the Company's right to designate Guarantors in accordance with the terms of this Agreement but notwithstanding any term of any other Finance Document: no loan or other obligation under any Finance Document may be, directly or indirectly: (i) guaranteed by any Excluded Subsidiary; or (ii) secured by any assets of or any Equity Interests in an Excluded Subsidiary or by Excluded Property.

(b) The Agent, the Security Agent and/or the other Secured Parties, as the case may be, shall promptly discharge any guarantees and release any security which is or are subject to any legal or regulatory prohibition referred to in paragraph (a) above.

(c) The Transaction Security Documents (save for any Transaction Security Documents which require a prescribed or notarial form) shall expressly state that in the event of any inconsistency between the terms of the Transaction Security Documents and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail. Nothing which is not prohibited to be done under this Agreement shall constitute a breach of any term of the Transaction Security Documents and no representation, warranty or undertaking contained in a Transaction Security Document shall be breached to the extent it conflicts with this Agreement or prohibits something which would otherwise not be prohibited under this Agreement.

(d) The Security Agent shall (and is irrevocably authorized and instructed to) promptly enter into and deliver any documentation and/or take such other action as may be required by the Company to give effect to these Agreed Security and Guarantee Principles.

Clause 1.2 Guarantors and Transaction Security

Each guarantee will be an upstream, cross-stream and downstream guarantee and for all liabilities of the Guarantors under the Finance Documents in accordance with, and subject to, the requirements of the Agreed Security and Guarantee Principles in each relevant jurisdiction. Transaction Security provided by a Guarantor will only secure the (i) direct borrowing, (ii) to the extent permitted to be guaranteed and secured under the Term Loan B Credit Agreement and this Agreement, hedging obligations and cash management obligations and/or (iii) guarantee obligations of that Guarantor under the Finance Documents, in each case in accordance with, and subject to, the requirements of the Agreed Security and Guarantee Principles in each relevant jurisdiction.

Where a Guarantor or its shareholders (as applicable) secures shares (or partnership interests), the Transaction Security Document will be governed by the laws of the jurisdiction of the company whose shares (or partnership interests) are being secured and not by the law of the jurisdiction of the security provider (unless pursuant to a purported charge under an all asset security or floating charge or equivalent security, and provided that, for the avoidance of doubt, such purported charge shall not require perfection or the completion of any perfection actions other than standard filings with respect to such security). Subject to these principles, only the shares (or partnership interests) in each Guarantor (but excluding the Company) owned by a Borrower or a Guarantor shall be secured (unless pursuant to all asset security or floating charge or equivalent security).

To the extent legally effective or practical and proportionate to the benefit of the security, all security shall be given in favour of the Security Agent and not the Secured Parties individually (including but not limited to pursuant to any joint and several creditorship or other similar or equivalent structure or parallel debt provisions). "Parallel debt" provisions will be used where necessary and such provisions will be contained in this Agreement or the Intercreditor Agreement and not in the individual Transaction Security Documents, unless required under local laws. To the extent possible or practical and proportionate to the benefit of the guarantees or security, there should be no action required to be taken in relation to the guarantees or security when any Lender assigns or transfers any of its participation in any Facility to a new Lender save for any jurisdiction-specific requirement set out in this Agreement or the Intercreditor Agreement or any related accession document.

The Guarantors will not be required to pay the cost of any re-execution, notarization, reregistration, amendment or other perfection requirement for any security on any assignment or transfer and such cost

or fee shall be for the account of the transferee or assignee Lender, other than in any case, any such actions taken by the Security Agent.

Clause 1.3 Terms of Transaction Security Documents

The following principles will be reflected in the Transaction Security Documents:

(a) without prejudice to the Company's right to grant security over certain Excluded Property to the Secured Parties in its sole discretion, the security shall not include Excluded Property;

(b) no security will be granted in any jurisdiction other than a jurisdiction in which a Guarantor is organized or incorporated or in which Material Intellectual Property is located or in which the issuer of pledged equity interests is organized or incorporated;

(c) subject to any security permitted to be granted by the Guarantors under the Finance Documents, the security will be first ranking to the extent possible;

(d) security will not be enforceable in relation to the obligations or liabilities under this Agreement until the occurrence of an Event of Default which is continuing and an Acceleration Event (as defined in the Intercreditor Agreement but only in relation to this Agreement) which is continuing (an "**Enforcement Event**");

(e) to the extent permitted under applicable law and customary in the relevant market, the Secured Parties shall only be able to exercise a power of attorney following the occurrence of an Enforcement Event that is continuing or if the relevant Guarantor has failed to comply with a further assurance or perfection obligation within 20 Business Days after being notified of that failure and being requested to comply, provided that in relation to any German security over bank accounts, the Secured Parties shall be able to exercise a power of attorney if the relevant Guarantor has failed to notify the relevant account banks within the time period agreed in the relevant Transaction Security Document;

(f) the provisions of each Transaction Security Document will not be unduly burdensome on the Guarantor or interfere unreasonably with the operation of its business in the ordinary course of business, will be limited to those provisions required by local law to create or perfect or ensure the priority and validity of the security interest expressed to be created thereby and will not impose commercial obligations;

(g) in the Transaction Security Documents there will be no repetition or extension of clauses set out in the Finance Documents such as those relating to notices, cost and expenses, indemnities, tax gross up, distribution of proceeds and release of security to the extent such provisions in the Finance Documents apply to the applicable Obligor and the Obligor is a party to such Finance Documents, unless such repetition or extension is customary in the relevant market;

(h) (other than with respect to any third party security providers) representations, covenants and undertakings shall be included in the Transaction Security Documents only to the extent required by local law in order to create or perfect or ensure the priority and validity of the security interest expressed to be created thereby (to the extent perfection is required by these Agreed Security and Guarantee Principles) (unless otherwise covered by the Finance Documents);

(i) (other than with respect to any third party security providers) representations in Transaction Security Documents shall be given only on the date on which such Transaction Security Documents are executed and shall not otherwise repeat other than (subject to paragraph (h) above) with respect to newly acquired assets subject to such Transaction Security Documents or as mutually agreed;

(j) any rights of set off will not be exercisable until the occurrence of an Enforcement Event unless the counterclaim is undisputed or has been confirmed in a final non-appealable judgment. Such

rights shall apply only to matured obligations due and payable to any Lender by a Guarantor under a Finance Document;

(k) the Transaction Security Documents should not operate so as to prevent transactions which are not otherwise prohibited under the Finance Documents or to require additional consents or authorizations;

(l) information, such as lists of assets being subject to security, will be provided if, and only to the extent, (x) required by local law to be provided for the validity of the security or to maintain, perfect or register the security and (y) this information can be provided without breaching confidentiality requirements or data protection requirements or, in the reasonable opinion of the Company, damaging business relationships or commercial reputation. Such information, when required to be provided, shall be provided no more frequently than annually prior to the occurrence of an Event of Default which is continuing and has not been waived and, following and during the continuance of an Enforcement Event, on the Security Agent's reasonable request;

(m) [reserved]; and

(n) security will, where possible and practical, automatically create security over future assets of the same type as those already secured; where local law requires supplemental security to be delivered in respect of future acquired assets in order for effective security to be created over that class of asset, such supplemental security shall be provided at intervals no more frequent than twelve months (unless required by law or regulation or upon the occurrence of an Enforcement Event that is continuing on the Security Agent's reasonable request).

Clause 1.4 Scope of the Transaction Security

Subject to these Agreed Security and Guarantee Principles:

(a) each Guarantor incorporated in the United States shall grant all asset security by way of an All Asset Security Document;

(b) each Guarantor incorporated in England & Wales shall grant all asset fixed and floating charge by way of a Debenture;

(c) each Guarantor incorporated in any other jurisdiction where granting of all or substantially all asset security is both legally feasible and customary (as agreed between the Company and the Security Agent, each acting reasonably), shall grant security over all its assets by way of a customary fixed and floating charge debenture or all asset security agreement (as the case may be); and

(d) each Guarantor shall grant security over the following assets (unless already covered pursuant to paragraphs (a) to (c) above):

(i) Equity Interests of each Guarantor (other than the Company) held by it;

(ii) any intercompany receivables of Guarantors from any other member of the Group in a principal amount exceeding $1,000,000 (or the equivalent in any other currency) and with a tenor in excess of 90 days (in each case excluding any such receivables arising under any cash pooling, netting or set-off arrangements);

(iii) bank accounts, other than Exempt Accounts;

(iv) any of its Material Intellectual Property;

(v) with respect to any Guarantor incorporated in Sweden which has existing business mortgage certificates (Sw. *företagsinteckningsbrev*) as of the date of the 2023

Amendment and Restatement Agreement, a business mortgage (Sw. *företagshypotek*) limited to such existing business mortgage certificates; and

(vi) with respect to any Guarantor incorporated in Sweden which has existing real property mortgage certificates (Sw. *pantbrev*) as of the date of the 2023 Amendment and Restatement Agreement, Transaction Security in respect of such existing real property mortgage certificates (Sw. *pantbrev*).

Clause 1.5 Intercompany Receivables

(a) Where a Guarantor grants security over its intercompany receivables, it shall be free to deal with those receivables in the course of its business until the occurrence of an Enforcement Event that is continuing (provided that with respect to any such intercompany receivables granted by the Company or CEBA to any member of the Group incorporated in Sweden, unless otherwise agreed by the Security Agent, no payment of principal amount may be made without the consent of the Security Agent acting in its sole discretion, provided that interest payments may be made until an Enforcement Event).

(b) Where required by local law to perfect the security, notice of the security will be served on the relevant debtor within 10 Business Days of the security being granted and the Guarantor shall obtain an acknowledgement of that notice within 20 Business Days of service. Notwithstanding the foregoing, in relation to security over intercompany receivables granted by the Company or CEBA to any member of the Group, notice of the security will be served on the date of the relevant Transaction Security Document.

(c) Where required under local law, security over intercompany receivables will be registered subject to the general principles set out in these Agreed Security and Guarantee Principles.

Clause 1.6 Shares

(a) Until the occurrence of an Enforcement Event that is continuing, a Guarantor that has granted security will be permitted to retain and to exercise (in a manner which does not result in a Material Adverse Effect or cause an Event of Default to occur) voting rights appertaining to any shares (or partnership interests) secured by it and the company whose shares (or partnership interests) have been secured will be permitted to pay dividends upstream on secured shares (or partnership interests) to the extent permitted under the Finance Documents with the proceeds to be available to the Term Loan B Borrowers and the Subsidiaries of the Company. With respect to security over shares in a Guarantor incorporated in Germany only, the voting rights will remain with the grantor even after an Enforcement Event has occurred, provided that any exercise of rights does not materially adversely affect the validity or enforceability of the security over the shares or cause an Event of Default to occur.

(b) Unless the restriction is required by law or regulation or arrangements with minority shareholders, the constitutional documents of the company whose shares (or partnership interests) have been secured will be amended to the extent that it is within the power of the security provider to do so (using commercially reasonable efforts to obtain the consent of third parties where relevant) to remove restrictions (if any) on the transfer or the registration of the transfer of the shares (or partnership interests) on the taking or enforcement of the security granted over them.

(c) The enforcement of security over shares and the acquisition or exercise by the Security Agent of voting rights in respect of shares may be subject to regulatory consent. Accordingly, enforcement of any security over shares and the exercise by the Security Agent of the voting rights in respect of such shares will be expressed to be conditional upon obtaining any consents required by law or regulation and no such consents shall be required to be sought or requested prior to an Enforcement Event that is continuing and written request having been made by the Security Agent to the Company.

(d) Where customary in the relevant market and applicable as a matter of law, on or as soon as reasonably practicable (and in any event within two (2) Business Days) following execution of any share security, the applicable share certificate(s) (or other documents evidencing or representing title to the relevant shares) and a stock transfer form executed in blank (or local law equivalent) will be provided by the Guarantor that has granted the share security to the Security Agent and where required by law the share certificate(s) or shareholders' register will be endorsed or written up and the endorsed share certificate(s) and/or a copy of the written up register provided by the Guarantor that has granted the share security to the Security Agent. With respect to any additional secured shares subsequently acquired by the relevant grantor, the foregoing shall be done as soon as reasonably practicable and in any event within five (5) Business Days of such shares being acquired by the relevant grantor. Notwithstanding the foregoing, in relation to the security over the shares in CEBA held by the Company and the shares in Oatly AB held by CEBA, perfection steps shall be undertaken on the date of the relevant security.

Clause 1.7 Intellectual Property

(a) Until the occurrence of an Enforcement Event that is continuing, a Guarantor providing security over its Material Intellectual Property will be permitted to deal with such secured Material Intellectual Property in the course of its business (including, without limitation, allowing such intellectual property to lapse if no longer material to its business) subject to the Finance Documents.

(b) If required under law for perfection of the security interest, security over the secured Material Intellectual Property may be registered under (i) the law of that Transaction Security Document, (ii) if the Material Intellectual Property is registered in a jurisdiction in which revenue or assets generated or owned by the Company and its subsidiaries is equal to or greater than 2.5% of the aggregate consolidated revenue or assets of the Group, the law of such jurisdiction or (iii) at a relevant national or supra-national registry (such as the EU).

Clause 1.8 Bank Accounts

(a) Until the occurrence of an Enforcement Event that is continuing, a Guarantor that has granted security will be permitted to deal with secured accounts in the course of its business.

(b) The Obligors shall take the actions required in Clause 24.29 (*Cash management*). With respect to other secured bank accounts:

(i) notice of the security will be served on the account bank within 10 Business Days of the security being granted (or earlier, if required in the relevant jurisdiction to create valid security) and the relevant Guarantor shall use its commercially reasonable efforts to obtain an acknowledgement of that notice within 20 Business Days of service (or earlier, if required in the relevant jurisdiction to create valid security). If the relevant Guarantor has used its commercially reasonable efforts but has not been able to obtain acknowledgement, its obligation to obtain acknowledgement shall cease on the expiry of that 20 Business Day period. Irrespective of whether notice of the security is required for perfection if the service of notice would prevent the Guarantor from dealing with an account in the course of its business no notice of security shall be served until the occurrence of an Enforcement Event that is continuing; and

(ii) any security over such bank accounts shall be subject to any prior security interests in favour of the account bank which are created either by law or in the standard terms and conditions of the account bank. The notice of security shall request these be waived or subordinated by the account bank but the relevant Guarantor shall not be required to change its banking arrangements if these security interests are not subordinated or waived or only partially subordinated or waived.

(c) Following the occurrence of an Enforcement Event that is continuing, the Security Agent and/or the Majority Lenders may give notice to the account banks blocking any withdrawals by the relevant Borrower or the relevant Guarantor and may require payment of the balances to the Security Agent. To the extent possible under local law, the Security Agent shall have a right of appropriation in respect of the balances standing to the credit of the secured bank accounts.

Clause 1.9 Swedish Business Mortgage Certificates and Real Property Mortgage Certificates

No Guarantor incorporated in Sweden shall be required to issue any additional business mortgage certificates (Sw. *företagsinteckningsbrev*) or real property mortgage certificate (Sw. *pantbrev*).

Clause 1.10 Release of Transaction Security

For the avoidance of doubt, this Clause 1.10 is subject to the terms of the Intercreditor Agreement.

Unless required by local law, the circumstances in which the Transaction Security shall be released should not be dealt with in individual Transaction Security Documents but, if so required, shall, except to the extent required by local law, be the same as those set out in the Finance Documents.

Subject to the provisions of the Finance Documents (but for the avoidance of doubt always in compliance with any mandatory provision of law or regulation), the Agent, the Security Agent or the Secured Parties, as the case may be, shall promptly discharge any guarantees and release any security if required by law or case law or which is or are subject to any legal or regulatory prohibition referred to in these Agreed Security and Guarantee Principles.

Subject to the provisions of the Finance Documents, where a Guarantor disposes of an asset forming part of the Transaction Security in a transaction not prohibited by the terms of the Finance Documents to a person other than an Obligor, the Security Agent is under an obligation to release such asset upon request by the Company and will be entitled to do so without the consent of any other Secured Party.

Schedule 21

2023 Effective Date Financial Indebtedness

1. Financial Indebtedness pursuant to the EIF Backed Facility Agreement, the outstanding principal amount of which, as of the 2023 Effective Date, is not in excess of EUR 3,437,500.

2. Financial Indebtedness pursuant to a facility agreement dated 10 November 2022 entered into between Oatly Shanghai Co., Ltd. as borrower and China Merchants Bank Co., Ltd. Shanghai Branch as lender, pursuant to which China Merchants Bank Co., Ltd. Shanghai Branch has made a working capital credit facility available to Oatly Shanghai Co., Ltd. which is unutilized; provided that (x) the principal amount of loans thereunder shall not exceed $25,000,000 and (y) the foregoing shall be in the form of a local line of credit or working capital facility and shall be incurred and guaranteed only by members of the Group organized in PRC that are not Obligors and the foregoing shall not be guaranteed by any Obligors or secured by the assets of any Obligor.

Schedule 22

2023 Effective Date Investments

1. The shareholdings set out in Annex I (*Subsidiares and Other Equity Investments*) below.

2. Oatly AB is the lender in respect of an intra-group loan made to Oatly Singapore Operations & Supply Pte Ltd in an amount of Singapore Dollars $11,646,444

3. Oatly AB is the lender in respect of an intra-group loan made to Oatly Inc. in an amount of $100,000,000

4. Oatly AB is the lender in respect of an intra-group loan made to Oatly UK Operations and Supply Limited in an amount of £35,000,000

5. Oatly AB is the lender in respect of an intra-group loan made to Oatly Netherlands Operations & Supply BV in an amount of €9,000,000

6. CEBA is the lender in respect of an intra-group loan made to Oatly Hong Kong Holding Limited in an amount of Hong Kong Dollars $75,000,000

7. Oatly Group AB (publ) is the lender in respect of an intra-group loan made prior to the 2023 Effective Date to Cereal Base CEBA Aktiebolag in an amount of SEK 6,550,000,000

8. Cereal Base CEBA Aktiebolag is the lender in respect of an intra-group loan made prior to the 2023 Effective Date to Oatly AB in an amount of SEK 6,310,000,000

It is understood and agreed that items 2 through 8 above shall only refer to amounts borrowed prior to the 2023 Effective Date, and shall exclude any amounts that are repaid and reborrowed and amounts that are otherwise borrowed on and after the 2023 Effective Date.

Annex I - Subsidiaries and Other Equity Investments

	Legal Name	Type of Entity	Jurisdiction	Record Owner	Ownership Percentage
1.	Cereal Base CEBA Aktiebolag	Limited Company	Sweden	Oatly Group AB (publ)	99.99998%
2.	Oatly AB	Limited Company	Sweden	Cereal Base CEBA Aktiebolag	100%
3.	Oatly Inc	Corporation	United States (Delaware)	Oatly AB	100%
4.	Oatly US Inc	Corporation	United States (Delaware)	Oatly Inc	100%

	Legal Name	Type of Entity	Jurisdiction	Record Owner	Ownership Percentage
5.	Oatly US Operations & Supply Inc	Corporation	United States (Delaware)	Oatly Inc	100%
6.	Oatly Canada Inc	Corporation	Canada	Oatly Inc	100%
7.	Oatly EMEA AB	Limited Company	Sweden	Oatly AB	100%
8.	Oatly UK Limited	Limited Company	United Kingdom	Oatly AB	100%
9.	Oatly Germany GmbH	Limited Liability Company	Germany	Oatly AB	100%
10.	Oatly Denmark ApS	Private Limited Company	Denmark	Oatly AB	100%
11.	Oatly Norway AS	Private Limited Company	Norway	Oatly AB	100%
12.	Oy Oatly Ab	Limited Company	Finland	Oatly AB	100%
13.	Oatly Netherlands BV	Private Limited Company	Netherlands	Oatly AB	100%
14.	Oatly Switzerland AG	Company Limited by Shares	Switzerland	Oatly AB	100%
15.	Oatly Australia Pty Ltd	Proprietary Limited Company	Australia	Oatly AB	100%
16.	Oatly Austria GmbH	Limited Liability Company	Austria	Oatly AB	100%

	Legal Name	Type of Entity	Jurisdiction	Record Owner	Ownership Percentage
17.	Oatly Sweden Operations & Supply AB	Limited Company	Sweden	Oatly AB	100%
18.	Oatly Netherlands Operations & Supply BV	Private Limited Company	Netherlands	Oatly AB	100%
19.	Oatly UK Operations and Supply Limited	Limited Company	United Kingdom	Oatly AB	100%
20.	Havrekärnan AB	Limited Company	Sweden	Oatly AB	100%
21.	Oatly Spain, S.L.U.	Private Limited Company	Spain	Oatly AB	100%
22.	Oatly Pte Ltd	Private Company	Singapore	Oatly AB	100%
23.	Oatly Hong Kong Holding Limited	Private Limited Company	Hong Kong	Oatly AB	100%
24.	Oatly France SAS	Simplified Joint Stock Company	France	Oatly AB	100%
25.	Oatly APAC Pte Ltd	Private Company	Singapore	Oatly Pte Ltd	100%
26.	Oatly Singapore Operations & Supply Pte Ltd	Private Company	Singapore	Oatly Pte Ltd	100%

	Legal Name	Type of Entity	Jurisdiction	Record Owner	Ownership Percentage
27.	Oatly Shanghai Co Ltd	Corporation	China	Oatly Hong Kong Holding Limited	100%
28.	Oatly Food Co Ltd	Corporation	China	Oatly Hong Kong Holding Limited	100%
29.	Oatly Thousands of Island Co Ltd	Corporation	China	Oatly Hong Kong Holding Limited	100%
30.	Oatly Hainan Trading Co Ltd	Corporation	China	Oatly Shanghai Co Ltd	100%
31.	Super planting Shanghai Food and Beverage Co. Ltd	Corporation	China	Oatly Shanghai Co Ltd	100%

Exhibit 4.6

AMENDMENT NO. 5 TO
CREDIT AGREEMENT

AMENDMENT NO. 5 TO CREDIT AGREEMENT, dated as of February 11, 2025 (this "Amendment"), by and among OATLY INC., a Delaware corporation (the "U.S. Borrower"), OATLY AB, a limited liability company organized under the laws of Sweden (the "Swedish Borrower" and, together the U.S. Borrower, the "Borrowers"), OATLY GROUP AB (PUBL)("Parent"), CEREAL BASE CEBA AB ("Holdings") and the Lenders party hereto.

WHEREAS, reference is made to that certain Credit Agreement, dated as of April 18, 2023 (as amended pursuant to that certain Amendment No. 1 to Credit Agreement, dated as of May 22, 2023, that certain Amendment No. 2 to Credit Agreement, dated as of February 14, 2024, that certain Amendment No. 3 to Credit Agreement, dated as of February 29, 2024, and that certain Amendment No. 4 to Credit Agreement, dated as of June 3, 2024 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Original Credit Agreement", and as amended pursuant to this Amendment, the "Credit Agreement"), among OATLY GROUP AB (PUBL), a limited liability company organized under the laws of Sweden ("Parent"), CEREAL BASE CEBA AB, a limited liability company organized under the laws of Sweden ("Holdings") OATLY INC., a Delaware corporation (the "U.S. Borrower"), OATLY AB, a limited liability company organized under the laws of Sweden (the "Swedish Borrower" and, together the U.S. Borrower, the "Borrowers"), each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender") and the Administrative Agent and the Security Agent.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other valuable consideration, the parties hereto hereby agree as follows:

Section 1. Definitions. Each capitalized term used herein and not otherwise defined in this Amendment shall be defined in accordance with the Credit Agreement, unless as otherwise indicated or the context otherwise requires.

Section 2. Amendments to Original Credit Agreement. Subject to the satisfaction of the conditions set forth in Section 4 hereto, but effective as of the Amendment No. 5 Effective Date (as defined below),

(a) the Original Credit Agreement is hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the underlined text (indicated textually in the same manner as the following example: **double-underlined text**) as set forth in Exhibit A hereto;

(b) the form of the Compliance Certificate set forth in Exhibit C to the Credit Agreement is hereby amended and restated in its entirety as set forth on Exhibit B hereto; and

(c) a new Schedule 7.01(b) to the Credit Agreement shall be added to the Credit Agreement as set forth on Exhibit C hereto.

Section 3. Representations and Warranties. Each of the Borrowers represents and warrants to the Administrative Agent, the Security Agent and the Lenders that:

(a) This Amendment has been duly authorized, executed and delivered by each Borrower and this Amendment and the Credit Agreement constitute legal, valid and binding obligations of

each Borrower and are enforceable against each Borrower in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) Immediately after giving effect to this Amendment, the representations and warranties of the Borrowers and each other Loan Party contained in Article V of the Credit Agreement, are true and correct in all material respects on and as of the Amendment No. 5 Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality) as of such earlier date.

(c) Attached as Exhibit C hereto is an organization chart of Holdings and its Subsidiaries as of the Amendment No. 5 Effective Date.

(d) No Default or Event of Default has occurred and is continuing as of the date of this Amendment.

(e) As of the Amendment No. 5 Effective Date, (x) the aggregate revenue of the Guarantors represents at least 93% of the consolidated revenues of the Group and (y) the aggregate assets of the Guarantors (in each case, calculated on an unconsolidated basis and excluding all goodwill, intra-group items and investments in Subsidiaries of any member of the Group) represents at least 98% of the consolidated gross assets of the Group, in each case calculated in accordance with the definition of Guarantor Coverage Requirement in the Credit Agreement.

Section 4. Effectiveness.

4.1 Conditions Precedent. This Amendment shall become effective only upon the satisfaction (or waiver) of each of the following conditions precedent (the date of satisfaction of such conditions being referred to herein as the "Amendment No. 5 Effective Date"):

(i) The Administrative Agent shall have received executed counterparts of this Amendment from the U.S. Borrower, the Swedish Borrower, Parent, Holdings and the Required Lenders;

(ii) Immediately after giving effect to this Amendment, the representations and warranties of the Borrowers and each other Loan Party contained in Article V of the Credit Agreement, are true and correct in all material respects on and as of the Amendment No. 5 Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality) as of such earlier date.

(iii) Immediately after the occurrence of the Amendment No. 5 Effective Date, no Event of Default shall exist and be continuing.

(iv) The Borrowers shall have paid all fees, charges and disbursements due and payable to the Lenders under the Loan Documents on or prior to the Amendment No. 5 Effective Date and all reasonable and documented out-of-pocket fees, charges and disbursements of Administrative Agent and the Lead Lender and counsel to the Lead Lender.

(v) The Administrative Agent shall have received a duly executed amendment letter to the Sustainable Revolving Credit Agreement in form and substance reasonably satisfactory to the Administrative Agent.

Section 5. Miscellaneous.

5.1 Credit Agreement Unaffected.

(i) Each reference that is made in the Original Credit Agreement or any Loan Document to "this Agreement" shall hereafter be construed as a reference to the Credit Agreement. Except as otherwise specifically provided herein, all provisions of the Original Credit Agreement shall remain in full force and effect and be unaffected hereby. This Amendment is a Loan Document.

(ii) The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Administrative Agent or any Lender under the Original Credit Agreement or any Loan Document or constitute a waiver or amendment of any other provision of the Original Credit Agreement or any Loan Document (as amended hereby) except as and to the extent expressly set forth herein.

5.2 Reaffirmation. As of the Amendment No. 5 Effective Date, each Loan Party party hereto acknowledges its receipt of a copy of this Amendment and its review of the terms and conditions hereof and consents to the terms and conditions of this Amendment and the transactions contemplated hereby. As of the Amendment No. 5 Effective Date, each Borrower hereby, on behalf of itself and each other Loan Party (including each Guarantor), (a) affirms and confirms the guarantees, pledges, grants of security interests and other undertakings under the Original Credit Agreement and the other Loan Documents of such Borrower, and (b) agrees that (i) each Loan Document shall continue to be in full force and effect and (ii) all guarantees, pledges, grants of security interests and other undertakings thereunder shall continue to be in full force and effect, apply to the amendments of each Loan Document (as amended hereunder), and shall accrue to the benefit of the Secured Parties.

5.3 Counterparts. This Amendment may be executed in any number of counterparts, by different parties hereto in separate counterparts and by facsimile or other electronic signature, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. The words "execution," "signed," "signature," and words of like import in this Amendment shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar applicable state laws based on the Uniform Electronic Transactions Act.

5.4 Expenses. The Borrowers agree to pay all reasonably incurred and documented costs and expenses incurred by the Administrative Agent in connection with the preparation, negotiation and execution of this Amendment, including, without limitation, the reasonable costs, fees, expenses and disbursements of the Administrative Agent's legal counsel.

5.5 Severability. Any term or provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment, and the effect thereof shall be confined to the term or provision so held to be invalid or unenforceable.

5.6 Entire Agreement. This Amendment is specifically limited to the matters expressly set forth herein. This Amendment and all other instruments, agreements and documents executed and delivered in connection with this Amendment embody the final, entire agreement among the parties hereto with respect to the subject matter hereof and supersede any and all prior commitments, agreements, representations and understandings, whether written or oral, relating to the matters covered by this

Amendment, and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the parties hereto. There are no oral agreements among the parties hereto relating to the subject matter hereof or any other subject matter relating to the Credit Agreement.

5.7 Governing Law; Submission to Jurisdiction, Venue. The rights and obligations of all parties hereto shall be governed by the laws of the State of New York. The provisions of Section 10.15 of the Original Credit Agreement apply to this Amendment, *mutatis mutandis*.

5.8 JURY TRIAL WAIVER. EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE PARTIES HERETO, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AMENDMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE INCREMENTAL TRANSACTIONS RELATED THERETO.

5.9 Bail-in. The provisions of Section 10.24 of the Original Credit Agreement apply to this Amendment, *mutatis mutandis*.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the date first written above.

THE BORROWERS:

OATLY AB

By: /s/ Marie-José David
Name: Marie-José David
Title: Authorized Signatory

OATLY INC.

By: /s/ Giuseppe Lombardo
Name: Giuseppe Lombardo
Title: Officer

THE PARENT:

OATLY GROUP AB (PUBL)

By: /s/ Marie-José David
Name: Marie-José David
Title: Authorized Signatory

HOLDINGS:

CEREAL BASE CEBA AB

By: /s/ Marie-José David
Name: Marie-José David
Title: Authorized Signatory

[Signature Page to Amendment No. 5]

THE LENDERS:

SPECIALTY CREDIT FACILITY II ON MM, LLC, as Lender

By: /s/ Jesse Dorigo
Name: Jesse Dorigo
Title: Authorized Signatory

SILVER POINT SPECIALTY CREDIT III MASTER FUND, L.P., as Lender

By Silver Point Specialty Credit Fund III Management, LLC as its investment manager

By: /s/ Jesse Dorigo
Name: Jesse Dorigo
Title: Authorized Signatory

SOFA FACILITY HOLDINGS, LLC, as Lender

By: /s/ Jesse Dorigo
Name: Jesse Dorigo
Title: Authorized Signatory

SILVER POINT LOAN FUNDING, LLC, as Lender

By: Silver Point Loan Funding Management, LLC as its investment manager

By: /s/ Jesse Dorigo
Name: Jesse Dorigo
Title: Authorized Signatory

SILVER STAR FACILITY, LLC, as Lender

By: /s/ Jesse Dorigo
Name: Jesse Dorigo
Title: Authorized Signatory

ROBINS BROOK HOLDINGS III, LLC, as Lender

By: /s/ Jesse Dorigo
Name: Jesse Dorigo
Title: Authorized Signatory

EXHIBIT A TO AMEMDMENT NO. 5

INCORPORATING AMENDMENT No.1 DATED AS OF MAY 22, 2023;
AMENDMENT No. 2 DATED AS OF FEBRUARY 14, 2024;
AMENDMENT No. 3 DATED AS OF FEBRUARY 29, 2024;
AMENDMENT No. 4 DATED AS OF JUNE 3, 2024; and
AMENDMENT No. 5 DATED AS OF FEBRUARY 11, 2025

Exhibit A

[See attached].

CREDIT AGREEMENT

Dated as of April 18, 2023

among

Oatly Group AB (publ),

as Parent,

Cereal Base CEBA AB,

as Holdings,

Oatly Inc.,

as U.S. Borrower,

Oatly AB,
as Swedish Borrower,

J.P. MORGAN SE,
as Administrative Agent,

Wilmington Trust (London) Limited
as Security Agent,

Silver Point Finance, LLC.,
as Syndication Agent and Lead Lender

The Other Lenders Party Hereto,

AND

J.P. Morgan SE,

as Sole and Exclusive Lead Arranger and Sole and Exclusive Physical Bookrunner

AND

BNP Paribas Securities Corp,
Cooperative Rabobank U.A.
Nordea Bank Abp, filial i Sverige,
as Joint Lead Arrangers for the Term Facility

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This CREDIT AGREEMENT is entered into as of April 18, 2023, among OATLY GROUP AB (PUBL), a limited liability company organized under the laws of Sweden with registered number 559081-1989 ("Parent"), Cereal Base CEBA AB, a limited liability company organized under the laws of Sweden with registered number 556482-2988 ("Holdings"), Oatly Inc., a Delaware corporation (the "U.S. Borrower"), Oatly AB, a limited liability company organized under the laws of Sweden with registered number 556446-1043 (the "Swedish Borrower" and, together the U.S. Borrower, the "Borrowers"), each lender from time to time party hereto (collectively, the "Lenders" and individually, a "Lender"), J.P. MORGAN SE, as Administrative Agent, Wilmington Trust (London) Limited, as Security Agent and SILVER POINT FINANCE, LLC., as Syndication Agent and Lead Lender.

PRELIMINARY STATEMENTS

The Borrowers have requested that, upon the satisfaction in full (or waiver) of the conditions precedent set forth in the applicable provisions of Article IV below, the applicable Lenders (and such Lenders hereby have so agreed) make Initial Term Loans (as defined herein) in Dollars to the Borrowers in an aggregate principal amount of $130,000,000 the proceeds of which will be used (x) for working capital and general corporate purposes, including acquisitions, capital expenditures, the refinancing of existing Indebtedness (as defined herein) and for any other purpose not prohibited hereunder, (y) to pay Transaction Costs (as hereinafter defined) and (z) as additional cash on the balance sheet of the Borrowers and their Restricted Subsidiaries.

In consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I.
Definitions and Accounting Terms

Section 1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

"Acceptable Bank" means:

(a) the Original Lenders (as defined in the Sustainable Revolving Credit Facility as of the Closing Date), an Affiliate of any Original Lender (as defined in the Sustainable Revolving Credit Facility as of the Closing Date), the Agent (as defined in the Sustainable Revolving Credit Facility as of the Closing Date) or the Security Agent;

(b) a bank or financial institution which has a rating for its long-term unsecured and non-credit enhanced debt obligations of A- or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or A3 or higher by Moody's Investors Service Limited or a comparable rating from an internationally recognized credit rating agency; or

(c) any other bank or financial institution approved by the Administrative Agent; provided that for purposes of this definition, any bank or other financial institution approved by the Agent (as defined in the Sustainable Revolving Credit Facility) under the Sustainable Revolving Credit Facility for purposes of the definition of "Acceptable Bank" as defined therein shall be automatically deemed approved by the Administrative Agent for purposes of this definition.

"Accepting Lender" has the meaning specified in Section 10.01.

"Accounting Principles" means, in relation to any member of the Group incorporated in Sweden, IFRS or the accounting principles applicable to it in Sweden (including IFRS (if applicable)) and, in relation to any other member of the Group, accounting principles, standards and practices in its jurisdiction of incorporation (including IFRS, if applicable).

"Acquired Indebtedness" means, with respect to any specified Person, (a) Indebtedness of any other Person existing at the time such other Person is merged, amalgamated or consolidated with or into or becomes a Restricted Subsidiary of such specified Person, whether or not such Indebtedness is Incurred in connection with, or in contemplation of, such other Person merging, amalgamating or consolidating with or into, or becoming a Restricted

Subsidiary of, such specified Person and (b) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"Additional Business Day" means any day specified as such in the applicable Reference Rate Terms.

"Adjusted Daily Simple SOFR" means an interest rate per annum equal to the Daily Simple SOFR provided that if the Adjusted Daily Simple SOFR Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

"Adjusted Term SOFR" means, for any Interest Period, an interest rate per annum equal to Term SOFR for such Interest Period; provided that if Adjusted Term SOFR as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor.

"Administrative Agent" means JPMorgan, acting through such of its Affiliates or branches as it may designate, in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent permitted by the terms hereof.

"Administrative Agent's Office" means, with respect to any currency, the Administrative Agent's address and, as appropriate, account as set forth on Schedule 10.02, with respect to such currency, or such other address or account with respect to such currency as the Administrative Agent may from time to time notify the Borrowers and the Lenders.

"Administrative Agent Fee Letter" means that certain Agency Fee Letter, dated February 6, 2023 by and among Parent and JPMorgan, as Administrative Agent.

"Administrative Questionnaire" means an Administrative Questionnaire in substantially the form of Exhibit D-2 or any other form approved by the Administrative Agent.

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person; provided that, solely for the purposes of Section 6.18, "Affiliate" shall also include any Person (a "Material Equityholder") that owns Equity Interests representing at least 5% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of such specified Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise.

"Affiliate Transaction" shall have the meaning specified in Section 6.18(a).

"Agent-Related Distress Event" means, with respect to the Administrative Agent, the Security Agent or any Person that directly or indirectly controls the Administrative Agent or the Security Agent (each, a "Distressed Agent-Related Person"), a voluntary or involuntary case with respect to such Distressed Agent-Related Person under any Debtor Relief Law is commenced, or a custodian, conservator, receiver or similar official is appointed for such Distressed Agent-Related Person or any substantial part of such Distressed Agent-Related Person's assets, or such Distressed Agent-Related Person makes a general assignment for the benefit of creditors or is otherwise adjudicated as, or determined by any Governmental Authority having regulatory authority over such Distressed Agent-Related Person to be, insolvent or bankrupt; provided, that an Agent-Related Distress Event shall not be deemed to have occurred solely by virtue of the ownership or acquisition of any Equity Interests in the Administrative Agent or any Person that directly or indirectly controls the Administrative Agent by a Governmental Authority or an instrumentality thereof.

"Agent-Related Persons" means each Agent, together with its Related Parties.

"Agents" means, collectively, the Administrative Agent, the Security Agent, the Arrangers and the Supplemental Agents (if any).

"Aggregate Commitments" means the Commitments of all the Lenders.

"Agreed Security Principles" means the agreed security principles set forth on Schedule 1.13.

"Agreement" means this credit agreement.

"Agreement Currency" has the meaning specified in Section 10.23.

"All-in Yield" means, with respect to any Indebtedness, the yield of such Indebtedness, whether in the form of fixed interest rate, margin, OID, upfront fees, index floors (but only to the extent that an increase in the interest rate floor with respect to such Indebtedness or Tranche of Loans, as the case may be, would cause an increase in the interest rate then in effect at the time of determination) or otherwise, in each case payable by the borrower thereunder generally to lenders, provided that OID and upfront fees shall be equated to the fixed interest rate or margin assuming a four-year life to maturity, and shall include arrangement fees, structuring fees, syndication fees, ticking fees, commitment fees, unused line fees, underwriting fees and any amendment and similar fees (regardless of whether paid in whole or in part to the relevant lenders) and excluding the effect of any fluctuation in Term SOFR or the Base Rate.

"Amendment No. 2" means that certain Amendment No. 2 to Credit Agreement, dated as of February 14, 2024, by and among the Borrowers and the Lenders party thereto.

"Amendment No. 2 Effective Date" means February 14, 2024.

"Amendment No. 5" means that certain Amendment No. 5 to the Credit Agreement, dated as of February 11, 2025, by and among the Borrowers and the Lenders party thereto.

"Amendment No. 5 Effective Date" means February 11, 2025.

"Anti-Boycott Regulations" has the meaning specified in Section 1.18(a).

"Anti-Corruption Laws" shall have the meaning set forth in Section 5.20.

"Anti-Money Laundering Laws" shall have the meaning set forth in Section 5.21.

"Applicable Rate" means with respect to the Initial Term Loans a percentage per annum equal to, 7.50% per annum for SOFR Loans and 6.50% per annum for Base Rate Loans.

"Appropriate Lender" means, at any time (a) with respect to the Initial Term Facility, a Lender that has a Commitment with respect to such Facility or holds an Initial Term Loan at such time, (b) with respect to any New Term Facility, a Lender that holds a New Term Loan at such time and (c) with respect to any Specified Refinancing Debt, a Lender that holds Specified Refinancing Term Loans or Specified Refinancing Revolving Loans.

"Approved Fund" means any Fund that is administered, advised or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers, advises or manages a Lender.

"Arrangers" means, collectively, (i) JPMorgan, in its capacity as sole and exclusive lead arranger and sole and exclusive physical bookrunner for the Term Facility and (ii) BNP Paribas Securities Corp, Cooperative Rabobank U.A. and Nordea Bank Abp, filial i Sverige.

"Asset Sale" means:

(a) the sale, conveyance, transfer or other Disposition (whether in a single transaction or a series of related transactions) of property or assets (including by way of a Sale/Leaseback Transaction) of Parent or any

Restricted Subsidiary (excluding any issuance or sale of Equity Interests of any of Parent or any of its Restricted Subsidiaries other than as provided in clause (b) below), or

(b) the issuance or sale of Equity Interests (other than preferred stock of Restricted Subsidiaries issued in compliance with Section 7.01 and directors' qualifying shares or shares or interests required to be held by foreign nationals or other third parties to the extent required by applicable Law) of any Restricted Subsidiary (whether in a single transaction or a series of related transactions),

(each of the foregoing referred to in this definition as a "Disposition").

Notwithstanding the preceding, none of the following items will be deemed to be an Asset Sale:

(a) a sale, exchange or other disposition of (i) cash or Cash Equivalents (other than current assets that were Cash Equivalents when the original investment in such assets was made and which thereafter fail to satisfy the definition of "Cash Equivalents"), or (ii) of obsolete, damaged, unnecessary, unsuitable or worn out equipment or other assets in the ordinary course of business, or dispositions of property no longer (x) used or useful or (y) economically practicable or commercially desirable, in each case, to maintain in the conduct of the business of the Borrowers and the Restricted Subsidiaries (taken as a whole) (including allowing any such property constituting registrations or any applications for registration of any intellectual property to lapse or become abandoned), in an aggregate amount not to exceed $5,000,000 in any fiscal year, in each case, in the ordinary course of business;

(b) a sale, exchange, return, transfer or other disposition of any purchased equipment or assets for Fair Market Value, in each case, (i) back to the original vendor of such equipment or assets within 180 days of receipt of the equipment or assets and (ii) in the ordinary course of business;

(c) any Restricted Payment that is permitted to be made, and is made, pursuant to Section 7.05 (including pursuant to any exceptions provided for in the definition of "Restricted Payment") or any Permitted Investment (other than pursuant to clause (5) thereof);

(d) any Disposition of assets or issuance or sale of Equity Interests of any Restricted Subsidiary, in a single transaction or series of related transactions, with an aggregate Fair Market Value for all such Dispositions under this clause (d) during the term of this Agreement of less than or equal to the greater of (x) $5,000,000 and (y) 10.0% of Four Quarter Consolidated EBITDA;

(e) any transfer or Disposition of property or assets or issuance or sale of Equity Interests (i) between or among Loan Parties or (ii) between or among Restricted Subsidiaries that are not Loan Parties;

(f) the creation of any Lien permitted under this Agreement;

(g) [reserved];

(h) the sale, lease, assignment or sublease of inventory, equipment, accounts receivable, notes receivable or other current assets (other than Material Intellectual Property) held for sale in the ordinary course of business or the conversion of accounts receivable and related assets to notes receivable or Investments permitted hereunder or dispositions of accounts receivable and related assets in connection with the collection or compromise thereof, in each case, other than the discounting or factoring of receivables for receivables financing purposes;

(i) the sale, lease, assignment, license, sublicense or sublease of any personal property (other than Material Intellectual Property) in the ordinary course of business and which does not materially interfere with the business of the Parent, the Borrowers and their Subsidiaries;

(j) a sale, assignment or other transfer of Receivables Assets, or participations therein, to any Third Party in a Qualified Receivables Factoring or Qualified Receivables Financing permitted under Section 7.01(x);

(k) the sale of the U.S. Borrower's manufacturing facilities in Ogden, Utah and Dallas-Fort Worth, Texas to Ya YA Foods USA LLC identified in, and sold in accordance with, that certain asset purchase agreement, dated as of December 30, 2022, by and among the U.S. Borrower, Oatly US Operations & Supply Inc., Ya YA Foods USA LLC and Aseptic Beverage Holdings LP (as originally in effect);

(l) any exchange of assets for Related Business Assets (including a combination of Related Business Assets and a *de minimis* amount of cash or Cash Equivalents) of comparable or greater market value than the exchanged assets, as determined in good faith by Swedish Borrower, in an aggregate amount not to exceed $1,000,000 in any fiscal year;

(m) (i) non-exclusive licenses, sublicenses or cross-licenses of intellectual property, other intellectual property rights or other general intangibles and (ii) exclusive licenses, sublicenses or cross-licenses of intellectual property (including the provision of software under an open source license), other intellectual property rights or other general intangibles in the ordinary course of business of the Borrowers and the Restricted Subsidiaries of Parent;

(n) [***];

(o) the surrender or waiver of obligations of trade creditors or customers, accounts receivable or other contract rights of any kind, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer or collection compromise, settlement, release or surrender of accounts receivable, a contract, tort or other litigation claim, arbitration or other disputes;

(p) Dispositions arising from foreclosures, condemnations, eminent domain, seizure, nationalization or any similar action with respect to assets, dispositions of property subject to casualty events and (except for purposes of calculating Net Cash Proceeds of any Asset Sale under the second and third paragraphs of Section 7.04) Dispositions necessary or advisable (as determined by the Swedish Borrower in good faith) in order to consummate any acquisition of, or permitted investment in, any Person, business or assets;

(q) Dispositions of Investments (including Equity Interests) in Joint Ventures to the extent required by, or made pursuant to, customary buy/sell arrangements or rights of first refusal between the Joint Venture parties set forth in Joint Venture arrangements and similar binding arrangements;

(r) to the extent allowable under Section 1031 of the Code (or comparable provision of Law of any foreign jurisdiction and, in each case, any successor provision), any exchange of like property (excluding any boot thereon) for use in a Similar Business;

(s) the issuance of directors' qualifying shares and shares issued to foreign nationals to the extent required by applicable Law;

(t) Dispositions of any assets located in, at or on, or otherwise relating to, (i) the Group's discontinued Peterborough Facility (including any real property, machinery, equipment and vehicles located in, at or on, or otherwise relating to, the Peterborough Facility (such assets, the "Peterborough Facility Assets")) or (ii) the Group's discontinued Dallas-Fort Worth Facility (including any real property, machinery, equipment and vehicles located in, at or on, or otherwise relating to, the Dallas-Fort Worth Facility (such assets, the "Dallas Fort-Worth Facility Assets")); provided that, in each case (A) as of the Amendment No. 2 Effective Date, such assets were used (or were previously planned to be used) in the operation of the Peterborough Facility or the Dallas-Fort Worth Facility, as applicable; (B) such assets were either located in, at or on the Peterborough Facility or the Dallas-Fort Worth Facility, or stored in, or in transit to, a separate warehouse or other storage facility, in each case as of the Amendment No. 2 Effective Date; (C) from and after the Amendment No. 2 Effective Date, the Borrower and its Subsidiaries shall not transfer any assets material to the business of the Group to the Peterborough Facility or the Dallas-Fort Worth Facility; (D) any such Disposition is contractually committed to by the Group on or prior to September 30, 2025 and shall have been consummated on or prior to December 31, 2025; (E) no Event of Default shall have occurred and be continuing or shall result therefrom; (F) (1) at least 85% of the consideration therefor shall be in the form of cash and (2) 100% of the consideration therefor shall be in the form of either cash or deferred cash consideration; (G) such Disposition shall

be made for Fair Market Value; and (H) the proceeds of such Disposition shall be received by a Loan Party and used solely for the working capital purposes of the Loan Parties;

(u) [reserved];

(v) a sale, distribution or other disposition of Non-Core Assets held by the Borrowers or any Restricted Subsidiary of Parent;

(w) other than any Dispositions provided for in clause (p), Dispositions required to be made to comply with the order of any Governmental Authority or applicable Law;

(x) samples, provided to customers or prospective customers;

(y) Parent and any Restricted Subsidiary may (x) convert any intercompany Indebtedness between Parent and any Restricted Subsidiary to Equity Interests of the debtor company issued to the creditor company, as long as such Indebtedness would initially have been permitted hereunder in the form of an equity Investment in the debtor company by the creditor company; (y) settle, discount, write off, forgive or cancel any such intercompany Indebtedness or other obligation owing by Parent or any Restricted Subsidiary and (z) settle, discount, write off, forgive or cancel any Indebtedness owing by any present or former consultants, directors, officers or employees of Parent or any Restricted Subsidiary or any of their successors or assigns; and

(z) of assets located in, at or on, or otherwise relating to, (i) the Group's discontinued Greater China Facility (including any real property, machinery, equipment and vehicles located in, at or on, or otherwise relating to, the Greater China Facility (such assets, the "Greater China Facility Assets")) or (ii) the Group's discontinued Singapore Facility (including any real property, machinery, equipment and vehicles located in, at or on, or otherwise relating to, the Singapore Facility (such assets, the "Singapore Facility Assets")); provided that, in each case: (A) such assets were used (or were previously planned to be used) in the operation of the Greater China Facility or the Singapore Facility, as applicable, as of the Amendment No. 5 Effective Date; (B) such assets were either located in, at or on the Greater China Facility or the Singapore Facility, or stored in, or in transit to, a separate warehouse or other storage facility, in each case as of the Amendment No. 5 Effective Date; (C) from and after the Amendment No. 5 Effective Date, no member of the Group shall transfer any assets material to the business of the Group to the Greater China Facility or the Singapore Facility; (D) no Event of Default shall have occurred and be continuing or shall result therefrom; (E) (1) at least 85% of the consideration therefor shall be in the form of cash and/or reduction or avoidance of Greater China and Singapore Facility Closure Costs and (2) 100% of the consideration therefor shall be in the form of either cash, deferred cash consideration and/or reduction or avoidance of Greater China and Singapore Facility Closure Costs; (F) such Disposition shall be made for Fair Market Value; and (G) the proceeds of such Disposition shall (1) if made by a Loan Party, be received by a Loan Party and used solely for application towards Greater China and Singapore Facility Closure Costs and/or the working capital purposes of the Loan Parties or (2) if made by a member of the Group which is not a Loan Party, be received by a member of the Group and used solely for application towards Greater China and Singapore Facility Closure Costs and/or the working capital purposes of the Group; and

For the avoidance of doubt, the unwinding of Cash Management Services and Swap Contracts shall be deemed not to constitute an Asset Sale.

"Assignee Group" means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

"Assignment and Assumption" means an Assignment and Assumption substantially in the form of Exhibit D-1, or otherwise in form and substance reasonably acceptable to the Administrative Agent.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to

this Agreement, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 3.04(c).

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of any Affected Financial Institution.

"Bail-In Legislation" means, (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Bank Account" means a deposit account, money-market or other similar account (whether, in any case, time or demand or interest or non-interest bearing) or securities account.

"Base Rate" means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day plus ½ of 1% and (c) the Adjusted Term SOFR Rate for a one month Interest Period as published two U.S. Government Securities Business Days prior to such day (or if such day is not a U.S. Government Securities Business Day, the immediately preceding U.S. Government Securities Business Day) plus 1%; provided that for the purpose of this definition, the Adjusted Term SOFR Rate for any day shall be based on the Term SOFR Reference Rate at approximately 5:00 a.m. Chicago time on such day (or any amended publication time for the Term SOFR Reference Rate, as specified by the CME Term SOFR Administrator in the Term SOFR Reference Rate methodology). Any change in Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR Rate, respectively. If Base Rate is being used as an alternate rate of interest (for the avoidance of doubt, only until the Benchmark Replacement has been determined), then Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. Notwithstanding the foregoing, if Base Rate as determined pursuant to the foregoing would be less than 3.50%, such rate shall be deemed to be 3.50% for purposes of this Agreement.

"Base Rate Loan" means a Loan denominated in Dollars that bears interest based on the Base Rate.

"Base Rate Term SOFR Determination Day" has the meaning specified in the definition of "Term SOFR".

"Basel III" means (i) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated, (ii) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement – Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated and any further guidance or standards published by the Basel Committee on Banking Supervision relating to Basel III.

"Benchmark" means, initially, Term SOFR; *provided* that if a Benchmark Transition Event, and the related Benchmark Replacement Date have occurred with respect Term SOFR, or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 3.04(b).

"Benchmark Replacement" means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

(1) the Adjusted Daily Simple SOFR; or

(2) the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrowers as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for Dollar-denominated syndicated credit facilities at such time in the United States and (b) the related Benchmark Replacement Adjustment;

If the Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrowers for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities at such time.

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Base Rate," the definition of "Business Day," the definition of "U.S. Government Securities Business Day," the definition of "Interest Period," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"Benchmark Replacement Date" means, with respect to any Benchmark, the earliest to occur of the following events with respect to such then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of "Benchmark Transition Event," the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors

of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the FRB, the NYFRB, the CME Term SOFR Administrator, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Unavailability Period" means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.04 and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.04.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Benefit Plan" means any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"Board of Directors" means as to any Person, the board of directors, board of managers, sole member or managing member or other governing body of such Person, or if such Person is owned or managed by a single entity, the board of directors, board of managers, sole member or managing member or other governing body of such entity, or in each case, any duly authorized committee thereof, and the term "directors" means members of the Board of Directors.

"Borrowers" has the meaning specified in the introductory paragraph to this Agreement.

"Borrower Materials" has the meaning specified in Section 6.02.

"Borrower Parties" means the collective reference to Parent and the Restricted Subsidiaries of Parent, and "Borrower Party" means any one of them.

"Borrowing" means a Term Borrowing.

"Business Day" means:

(1) any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, New York City and Stockholm; and

(2) if such day relates to any interest rate settings as to a SOFR Loan, any fundings, disbursements, settlements and payments in respect of any such SOFR Loan, or any other dealings to be carried out pursuant to this Agreement in respect of any such SOFR Loan, means any U.S. Government Securities Business Day.

"Capital Stock" means:

(1) in the case of a corporation or company, corporate stock or share capital;

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person (it being understood and agreed, for the avoidance of doubt, that "cash-settled phantom appreciation programs" in connection with employee benefits that do not require a dividend or distribution shall not constitute Capital Stock).

"Capitalized Lease Obligation" means at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be required to be capitalized and reflected as a liability on a balance sheet (excluding the footnotes thereto) in accordance with IFRS; provided that, (i) all obligations that are or would have been treated as operating leases for purposes of IFRS on December 31, 2018 shall continue to be accounted for as operating leases for purposes of all financial definitions and calculations for purposes of the Loan Documents (whether or not such operating lease obligations were in effect on such date) notwithstanding the fact that such obligations are required in accordance with IFRS (on a prospective or retroactive basis or otherwise) to be treated as capitalized lease obligations in the financial statements to be delivered pursuant to the Loan Documents and (ii) any lease (whether such lease is in existence as of December 31, 2018 or entered into thereafter) that would constitute a capital lease in conformity with IFRS as in effect on December 31, 2018 (assuming for purposes hereof that any such future leases were in existence on December 31, 2018) shall be considered capital leases (without giving effect to the adoption or effectiveness of any changes in, or changes in the application of, IFRS after December 31, 2018 with respect thereto), and all calculations and deliverables under this Agreement or any other Loan Document shall be made or delivered, as applicable, in accordance therewith and the effects of FASB ASC 840 and FASB ASC 842 shall be disregarded.

"Captive Insurance Company" means a Wholly Owned Subsidiary of Parent created solely for providing self-insurance for Parent and its Restricted Subsidiaries and engaging in no other activities other than activities ancillary thereto and necessary for the maintenance of corporate existence.

"Cash Contribution Amount" means the aggregate amount of cash contributions made to the capital of Parent plus the aggregate net cash proceeds received by Parent from the issuance or sale of Equity Interests of Parent (other than Excluded Contributions), including such Equity Interests issued upon exercise of warrants or options, and in each case contributed to the Swedish Borrower and designated as a "Cash Contribution Amount" as described in the definition of "Contribution Indebtedness."

"Cash Equivalents" means:

(1) Dollars, Canadian Dollars, Japanese Yen, Pounds Sterling, Euros, SEK, the national currency of any member state of the European Union and any other currency held by Parent or any of the Restricted Subsidiaries in the ordinary course of business;

(2) securities issued or directly guaranteed or insured by the government of the United States, the United Kingdom or any country that is a member of the European Union or any agency or instrumentality thereof in each case with maturities not exceeding two years from the date of acquisition;

(3) money market deposits, certificates of deposit, time deposits and eurodollar time deposits with maturities of two years or less from the date of acquisition, bankers' acceptances, in each case with maturities not exceeding two years, and overnight bank deposits, in each case with any commercial bank having capital and surplus in excess of $250,000,000 in the case of domestic banks or $100,000,000 (or the dollar equivalent thereof) in the case of foreign banks;

(4) repurchase obligations for underlying securities of the types described in clauses (2) and (3) above and clause (6) below entered into with any financial institution or securities dealers of recognized national standing meeting the qualifications specified in clause (3) above;

(5) commercial paper or variable or fixed rate notes issued by a corporation or other Person (other than an Affiliate of the Borrowers) rated at least "A-2" or the equivalent thereof by Moody's or S&P (or reasonably equivalent ratings of another internationally recognized ratings agency) and in each case maturing within two years after the date of acquisition;

(6) readily marketable direct obligations issued by any state, commonwealth or territory of the United States of America or any political subdivision or taxing authority thereof having an Investment Grade Rating from either Moody's, S&P or Fitch (or reasonably equivalent ratings of another internationally recognized ratings agency) in each case with maturities not exceeding two years from the date of acquisition;

(7) Indebtedness issued by Persons with a rating of "A" or higher from S&P or "A-2" or higher from Moody's (or reasonably equivalent ratings of another internationally recognized ratings agency) in each case with maturities not exceeding two years from the date of acquisition, and marketable short-term money market and similar securities having a rating of at least "A-2" or "P-2" from either S&P, Moody's or Fitch (or reasonably equivalent ratings of another internationally recognized ratings agency);

(8) investment funds investing substantially all of their assets in investments of the types described in clauses (1) through (7) above and (9) and (10) below;

(9) Investments with average maturities of 12 months or less from the date of acquisition in money market funds rated AAA (or the equivalent thereof) or better by S&P or Aaa3 (or the equivalent thereof) or better by Moody's (or reasonably equivalent ratings of another internationally recognized ratings agency);

(10) solely with respect to any Captive Insurance Company, any investment that a Captive Insurance Company is not prohibited to make in accordance with applicable law; and

(11) in the case of investments by Parent or any of its Restricted Subsidiaries or investments made in a country outside the United States of America, other investments of comparable tenor and credit quality to those described in the foregoing clauses (1) through (10) customarily utilized in the countries where such Person is located or in which such investment is made and other short-term investments utilized by Parent or the Restricted Subsidiaries in accordance with normal investment practices for cash management in investments analogous to the foregoing investments in clauses (1) through (10) and this clause (11).

Notwithstanding the foregoing, Cash Equivalents shall include amounts denominated in currencies other than those set forth in clause (1) above; provided that such amounts are converted into any currency listed in clause (1) as promptly as practicable and in any event within ten Business Days following the receipt of such amounts.

"Cash Management Agreement" means any agreement or arrangement to provide Cash Management Services to Parent, the Borrowers or any Restricted Subsidiary.

"Cash Management Services" means any of the following to the extent not constituting a line of credit (other than an overnight draft facility that is not in default); automated clearing house transactions, treasury and/or cash management services, including, without limitation, treasury, depository, overdraft, credit, purchasing or debit card, non-card e-payables services, electronic funds transfer, treasury management services (including controlled disbursement services, overdraft facilities, automatic clearing house fund transfer services, return items and interstate depository network services, other demand deposit or operating account relationships), foreign exchange facilities, deposit and other accounts and merchant services.

"Casualty Event" means any event that gives rise to the receipt by Parent or any Restricted Subsidiary of any casualty insurance proceeds or condemnation awards or that gives rise to a taking by a Governmental Authority in respect of any equipment, fixed assets or real property (including any improvements thereon) to replace, restore or repair, or compensate for the loss of, such equipment, fixed assets or real property.

"CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980.

"CFC" means any direct or indirect subsidiary of the U.S. Borrower that is a "controlled foreign corporation" within the meaning of Section 957 of the Code, which is owned (within the meaning of Section 958(a) of the Code) by any subsidiary of the Parent that is a "United States shareholder" within the meaning of Section 951(b) of the Code. Notwithstanding the foregoing, a CFC shall not include any non-U.S. subsidiary of the Parent (or a successor of such non-U.S. subsidiary) that is not a CFC as of the Closing Date.

"CFC Holdco" means any direct or indirect subsidiary substantially all the assets of which consist of equity interests (or equity interests and indebtedness) in one or more CFCs or in one or more CFC Holdcos.

A "Change of Control" will be deemed to occur if:

(a) at any time: (1) any Person or (2) Persons constituting a "group" (as such term is used in Section 13(d) and Section 14(d) of the Exchange Act, but excluding any employee benefit plan of such Person and its Subsidiaries, and any Person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan), in each case, other than any Permitted Holders, becomes the "beneficial owner" (as defined in Rules 13(d)-3 and 13(d)-5 of the Exchange Act), directly or indirectly, of Equity Interests representing more than fifty percent (50%) of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of Parent; or

(b) at any time Verlinvest, directly and/or indirectly through its Equity Interests in Nativus or in any other Person or group, becomes the "beneficial owner" (as defined in Rules 13(d)-3 and 13(d)-5 of the Exchange Act)of Equity Interests representing more than fifty percent (50%) of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of Parent; or

(c) at any time China Resources, directly and/or indirectly through its Equity Interests in Nativus or in any other Person or group, becomes the "beneficial owner" (as defined in Rules 13(d)-3 and 13(d)-5 of the Exchange Act) of Equity Interests representing more than fifty percent (50%) of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of Parent; or

(d) at any time any other Person that is a holder of Equity Interests in Nativus from time to time (other than Verlinvest or China Resources), directly and/or indirectly through its Equity Interests in Nativus or in any other Person or group, becomes the "beneficial owner" (as defined in Rules 13(d)-3 and 13(d)-5 of the Exchange Act) of Equity Interests representing more than fifty percent (50%) of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of Parent; or

(e) Holdings ceases to be a direct Wholly Owned Subsidiary of Parent; or

(f) any Borrower ceases to be a direct or indirect Wholly Owned Subsidiary of Parent; or

(g) the Swedish Borrower ceases to be a direct Wholly Owned Subsidiary of Holdings.

"China Resources" mean China Resources Company Limited together with its Affiliates (other than any portfolio company thereof).

"Clean-up Period" means, in respect of any acquisition permitted by this Agreement, the period commencing on the closing date for such acquisition and ending on (and including) the date that is 45 days after such closing date or on such other date agreed by the Required Lenders.

"Closing Date" means April 18, 2023.

"Closing Date Collateral Documents" means those certain Collateral Documents required to be delivered on the Closing Date pursuant to Schedule 1.01(f).

"CME Term SOFR Administrator" means CME Group Benchmark Administration Limited as administrator of the forward-looking term Secured Overnight Financing Rate (SOFR) (or a successor administrator).

"Code" means the U.S. Internal Revenue Code of 1986, as amended from time to time, and the rules and regulations promulgated thereunder.

"Collateral" means all of the "Collateral" (or similar term) referred to in the Collateral Documents and all of the other property and assets that are or are required under the terms of the Collateral Documents to be subject to Liens in favor of (i) the Security Agent for the benefit of the Secured Parties and/or (ii) the Secured Parties in their capacities as such (or any of them) to the extent required by applicable Law; provided that (i) under no circumstances shall Collateral include Excluded Property and (ii) at all times, Collateral shall include Material Intellectual Property.

"Collateral and Guarantee Requirement" shall mean, subject to Perfection Exceptions, the requirement that (in each case, solely with respect to Loan Parties not organized in the United States or assets not located in the United States, subject to the Agreed Security Principles):

(a) on the Closing Date, the Security Agent shall have received from the Parent, Holdings, each Borrower, each UK Subsidiary, each U.S. Subsidiary and each Swedish Subsidiary of the Swedish Borrower a counterpart of the Guarantee and each Closing Date Collateral Document that such Person is required to be a party to pursuant to Schedule 1.01(f), in each case, duly executed and delivered on behalf of such person;

(b) on the Closing Date, (i) all outstanding Equity Interests of Holdings directly owned by the Parent shall have been pledged pursuant to the applicable Closing Date Collateral Document, (ii) all outstanding Equity Interests of each Borrower directly owned by Holdings or the Swedish Borrower, as applicable, shall have been pledged pursuant to the applicable Closing Date Collateral Document, (iii) all outstanding Equity Interests of each Swedish Subsidiary directly owned by the Swedish Borrower shall have been pledged pursuant to the applicable Closing Date Collateral Documents, and (iv) the Security Agent shall have received certificates or other instruments (if any) representing such Equity Interests or a copy of the shareholders' register evidencing such Equity Interests, as applicable, in each case required to be delivered pursuant to the applicable Collateral Document, together with, in each case subject to Section 6.16, stock powers or other instruments of transfer (if any) with respect thereto endorsed in blank (to the extent applicable);

(c) on or within thirty (30) days following the Closing Date (or such later date as the Administrative Agent together with the Required Lenders may agree in their reasonable discretion), (i) the Security Agent shall have received from each Dutch Subsidiary, German Subsidiary, Hong Kong Subsidiary and Singapore Subsidiary a counterpart of a joinder agreement, in form and substance reasonably satisfactory to the Administrative Agent and the Required Lenders, to the Guaranty and each Collateral Document that such Person is required to be a party to pursuant to Schedule 6.16, in each case, duly executed and delivered on behalf of such person and (ii) the Guarantor Coverage Requirement shall have been satisfied and each Material Company shall have become a Guarantor;

(d) the Guarantor Coverage Requirement shall have been satisfied and each Material Company shall be

a Guarantor on each date of the delivery of the financial statements referred to in Section 6.01(a) (commencing with the fiscal year ending December 31, 2023), in each case, by Parent and the Borrowers causing such other Restricted Subsidiaries of Parent (as the Swedish Borrower may select in its sole discretion) to become Loan Parties; provided that if on each such date, the Guarantor Coverage Requirement is not satisfied, within thirty (30) days of such date, each Material Company and such other members of the Group as are required to cause the Guarantor Coverage Requirement (calculated as if such Subsidiaries had been Loan Parties on the date set forth above) to be satisfied shall become Loan Parties; provided that, if the Guarantor Coverage Requirement is satisfied within such time period, no Default, Event of Default or other breach of the Loan Documents shall arise in respect thereof;

(e) in the case of any person that becomes a Material Company after the Closing Date, the Security Agent shall have received a supplement or counterpart to the Guaranty and such new Collateral Documents or supplements to the Collateral Documents in the form specified therefor or otherwise reasonably acceptable to the Administrative Agent and the Required Lenders, in each case, duly executed and delivered on behalf of such Material Company;

(f) after the Closing Date, (x) all outstanding Equity Interests of any person that becomes a Loan Party after the Closing Date that are directly owned by a Loan Party and (y) all Equity Interests directly acquired by a Loan Party after the Closing Date, other than Excluded Property, shall have been pledged pursuant to the applicable Collateral Document, together with stock powers or other instruments of transfer (if any) with respect thereto endorsed in blank (to the extent applicable);

(g) except as otherwise contemplated by this Agreement or any Collateral Document, all documents and instruments, including Uniform Commercial Code financing statements (or similar financing statements in other jurisdictions) (except for separate fixture filings which shall only be required to be filed to the extent the applicable Mortgage cannot serve as a fixture filing under applicable law in the applicable jurisdiction), and filings with the United States Copyright Office and the United States Patent and Trademark Office or such similar office in any other Material Jurisdiction, and all other actions reasonably requested by the Administrative Agent or the Required Lenders (including those required by applicable requirements of Law) to be delivered, filed, registered or recorded to create the Liens intended to be created by the Collateral Documents (in each case, including any supplements thereto) and perfect such Liens to the extent required by, and with the priority required by, the Collateral Documents, shall have been delivered, filed, registered or recorded or delivered to the Security Agent for filing, registration or the recording concurrently with, or promptly following, the execution and delivery of each such Collateral Document;

(h) within the time periods set forth in Section 6.12 with respect to Material Real Property required to be encumbered by a Mortgage pursuant to said Section 6.12, the Security Agent shall have received (i) counterparts of each Mortgage to be entered into with respect to each such Material Real Property duly executed and delivered by the record owner of such Material Real Property and suitable for recording or filing in all filing or recording offices that the Administrative Agent may reasonably deem necessary or desirable in order to create a valid and enforceable Lien subject to no other Liens except Permitted Liens, at the time of recordation thereof, (ii) fully paid American Land Title Association Lender's title insurance policies or a marked up unconditional binder for such insurance (the "Mortgage Policies"), including copies of all documents referred to therein, in form and substance reasonably requested by the Administrative Agent, with endorsements reasonably requested by the Administrative Agent; provided such endorsements are available in the applicable jurisdictions at commercially reasonable rates; and provided further that in jurisdictions in which zoning endorsements are not available at commercially reasonable rates, the Administrative Agent shall accept zoning letters or zoning reports from a nationally recognized zoning company in lieu of zoning endorsements to such Mortgage Policies in amounts reasonably acceptable to the Administrative Agent (not to exceed the Fair Market Value of the underlying real property covered thereby and subject to any tie-in coverage available), issued by a nationally recognized title insurance company reasonably acceptable to the Administrative Agent, (iii) surveys, ExpressMaps, Zip Maps, other aerial surveys or similar products in form sufficiently acceptable to the title insurer in order to issue the Mortgage Policies addressed to the Security Agent, deliver the endorsements referenced above to such Mortgage Policies and remove the standard survey exceptions from the Mortgage Policies as reasonably requested by the Administrative Agent, (iv) Phase I environmental site assessment reports if and to the extent already in existence and in the possession of the Borrowers, (v)(i) customary opinions of local counsel to the Loan Parties in jurisdictions where the real property subject to a Mortgage is located, with respect to the enforceability of such Mortgage, in form and substance reasonably satisfactory to the Administrative Agent and (ii) customary opinions of local counsel to the Loan Parties with respect to the due authorization, execution and

delivery of the Mortgage only to the extent such opinions can be provided by the same local counsel issuing the opinions in clause (v)(i), (vi) a "Life of Loan" Federal Emergency Management Agency Standard Flood Hazard Determination showing whether any improvements located on the real property subject to a Mortgage are located in a "special flood hazard area" as designated by the Federal Emergency Management Agency or any successor agency and (vii) evidence regarding recording and payment of fees, insurance premiums and taxes as the Administrative Agent may reasonably request;

(i) evidence of the insurance required by the terms of Section 6.07 hereof delivered within the time periods set forth on Schedule 6.16;

(j) after the Closing Date, the Security Agent shall have received (i) such other Collateral Documents as may be required to be delivered pursuant to Section 6.12 or Section 6.14 or any Collateral Agreement and (ii) upon reasonable request by any Agent, evidence of compliance with any other requirements of Section 6.12 or Section 6.14;

(k) each Loan Party shall cause the Lien on Material Intellectual Property securing the Obligations to at all times constitute a first priority perfected Lien; and

(l) all Bank Accounts of the Loan Parties (other than bank accounts that constitute Exempt Accounts) shall be subject to a first priority perfected Lien in favor of the Security Agent in accordance with, and subject to, Section 6.15; it being understood and agreed that security interests over Bank Accounts located outside of the United States and the Netherlands shall be subject to the Agreed Securities Principles.

Notwithstanding the foregoing (i) Subsidiary Guarantors not organized in the United States shall be subject to the Agreed Security Principles and (ii) at all times beginning thirty (30) days following the Closing Date (or if later within thirty (30) days following their acquisition or incorporation by the Group) the following Subsidiaries of the Parent shall constitute Guarantors at all times: all Swedish Subsidiaries, Dutch Subsidiaries, German Subsidiaries, Hong Kong Subsidiaries and Singapore Subsidiaries (in each case, other than any Subsidiary formed or acquired after the date hereof that is a bona fide joint venture with a third party not affiliated with the Borrower).

"Collateral Documents" means, collectively, the Closing Date Collateral Documents, security agreements, pledge agreements or other similar agreements delivered to the Security Agent pursuant to Section 6.12, Section 6.14 or Section 6.16, and each of the other agreements, instruments or documents that creates or purports to create a Lien in favor of (i) the Security Agent for the benefit of the Secured Parties and/or (ii) the Secured Parties in their capacities as such (or any of them) to the extent required by applicable Law.

"COMI Regulation" has the meaning specified in Section 5.24.

"Commitment" means a Term Commitment.

"Committed Loan Notice" means a notice of (a) a Term Borrowing, (b) a conversion of Loans from one Type to the other or (c) a continuation of SOFR Loans pursuant to Section 2.02(a), which, if in writing, shall be substantially in the form of Exhibit A-1 or such other form as may be agreed by the Borrowers and the Administrative Agent (including any form on an electronic platform or electronic transmission system).

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et. seq.), as amended from time to time, and any successor statute.

"Company Competitor" means any Person that competes with the business of the Borrowers and their Subsidiaries from time to time.

"Compliance Certificate" means a certificate substantially in the form of Exhibit C or such other form as may be agreed between the Borrowers and the Administrative Agent.

"Conforming Changes" means, with respect to either the use or administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or

operational changes (including changes to the definition of "Base Rate," the definition of "Business Day," the definition of "U.S. Government Securities Business Day," the definition of "Interest Period" or any similar or analogous definition (or the addition of a concept of "interest period"), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods and other technical, administrative or operational matters) that the Administrative Agent, in consultation with the Swedish Borrower, decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent decides, in consultation with the Swedish Borrower, is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"Consolidated Cash Interest Expense" means, with respect to any Person for any period, without duplication, the cash interest expense (including that attributable to any Capitalized Lease Obligation), net of cash interest income, with respect to Indebtedness of such Person and its Restricted Subsidiaries for such period, including commissions, discounts and other fees and charges owed with respect to letters of credit and bankers' acceptance financing and net cash costs under hedging agreements (other than in connection with the early termination thereof); excluding, in each case:

(i) amortization of deferred financing costs, debt issuance costs, commissions, fees and expenses and any other amounts of non-cash interest (including as a result of the effects of acquisition method accounting or pushdown accounting),

(ii) interest expense attributable to the movement of the mark-to-market valuation of obligations under Swap Obligations or other derivative instruments,

(iii) costs associated with incurring or terminating Swap Contracts and cash costs associated with breakage in respect of hedging agreements for interest rates,

(iv) commissions, discounts, yield, make-whole premium and other fees and charges (including any interest expense) incurred in connection with any non-recourse Indebtedness,

(v) "additional interest" owing pursuant to a registration rights agreement with respect to any securities,

(vi) any payments with respect to make-whole premiums or other breakage costs of any Indebtedness, including any Indebtedness issued in connection with the Transactions,

(vii) penalties and interest relating to Taxes,

(viii) accretion or accrual of discounted liabilities not constituting Indebtedness,

(ix) [reserved],

(x) any expense resulting from the discounting of Indebtedness in connection with the application of recapitalization or purchase accounting,

(xi) any interest expense attributable to the exercise of appraisal rights and the settlement of any claims or actions (whether actual, contingent or potential) with respect thereto in connection with the Transactions, any acquisition or Investment, and

(xii) annual agency fees paid to any trustees, administrative agents, security agents and collateral agents with respect to any secured or unsecured loans, debt facilities, debentures, bonds, commercial paper facilities or other forms of Indebtedness (including any security or collateral trust arrangements related thereto).

For purposes of this definition, interest on a Capitalized Lease Obligation will be deemed to accrue at an interest rate reasonably determined by such Person to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with IFRS.

"Consolidated Current Assets" means, with respect to any Person and its Restricted Subsidiaries on a consolidated basis, all assets of such Person and its Restricted Subsidiaries on a consolidated basis that, in accordance with IFRS, would be classified as current assets on the balance sheet of a company conducting a business the same as or similar to that of such Person and its Restricted Subsidiaries on a consolidated basis, after deducting appropriate and adequate reserves therefrom in each case in which a reserve is proper in accordance with IFRS, but excluding (i) cash, (ii) Cash Equivalents, (iii) Swap Contracts to the extent that the mark-to-market Swap Termination Value would be reflected as an asset on the consolidated balance sheet of such Person, (iv) deferred financing fees, (v) amounts related to current or deferred taxes (but excluding assets held for sale, loans (permitted) to third parties, pension assets, deferred bank fees and derivative financial instruments) (so long as the items described in clauses (iv) and (v) are non-cash items) and (vi) in the event that a Qualified Receivables Factoring or Qualified Receivables Financing is accounted for off balance sheet, (x) gross accounts receivable comprising part of the receivables and other related assets subject to such Qualified Receivables Factoring or Qualified Receivables Financing, as applicable, minus (y) collection by such Person against the amounts sold pursuant to clause (x).

"Consolidated Current Liabilities" means, with respect to any Person and its Restricted Subsidiaries on a consolidated basis, all liabilities in accordance with IFRS that would be classified as current liabilities on the consolidated balance sheet of such Person, but excluding (a) the current portion of Indebtedness (including the Swap Termination Value of any Swap Contracts) to the extent reflected as a liability on the consolidated balance sheet of such Person, (b) the current portion of interest, (c) accruals for current or deferred taxes based on income or profits, (d) accruals of any costs or expenses related to restructuring reserves or severance, (e) deferred revenue, (f) escrow account balances, (g) the current portion of pension liabilities, (h) liabilities in respect of unpaid earn-outs, (i) amounts related to derivative financial instruments and assets held for sale and (j) any letter of credit obligations, swing line loans or revolving loans under any revolving credit facility.

"Consolidated Depreciation and Amortization Expense" means, with respect to any Person for any period, the total amount of depreciation and amortization expense, including amortization or write-off of intangibles and non-cash organization costs and of deferred financing fees or costs, of such Person, including the amortization of deferred financing fees or costs for such period on a consolidated basis and otherwise determined in accordance with IFRS and the amortization of OID resulting from the issuance of indebtedness at less than par, and any write down of assets or asset value carried on the balance sheet.

"Consolidated EBITDA" means, in respect of any Test Period, the consolidated operating profit of the Group before taxation:

(a) before deducting any items accounted for as financial expenses under the Accounting Principles (other than any interest expenses of any Capitalized Lease Obligations) whether paid, payable or capitalized by any member of the Group (calculated on a consolidated basis) in respect of that Test Period;

(b) not including any items accounted for as financial income under the Accounting Principles whether paid or payable to or capitalized in favor of any member of the Group (calculated on a consolidated basis) in respect of that Test Period;

(c) after adding back any non-cash amount attributable to the amortization, depreciation or impairment of assets of members of the Group (and taking no account of the reversal of any previous impairment charge made in that Test Period);

(d) not including any accrued interest owing to any member of the Group;

(e) before taking into account any Exceptional Items;

(f) before taking into account (i) any legal settlement costs relating to the class action

securities lawsuits against the Company referred to as (A) In re Oatly Group AB Sec. Litig., CA No. 1:21-cv-06360-AKH (S.D.N.Y.) and (B) Hipple v. Oatly Group AB, et al., Index No. 151432/2022 (N.Y. Sup. Ct.) (Borrok, J.) required to be paid by the Group during the 2024 calendar year in an aggregate amount not exceeding $9,250,000 and (ii) any provision therefor, provided that the aggregate maximum amount excluded from Consolidated EBITDA for any Test Period pursuant to this clause (f) shall not exceed $9,250,000 in the aggregate;

(g) before taking into account (i) any legal settlement costs and other fees, costs and expenses incurred by the Group in connection with the New Product Launch in an aggregate amount not exceeding $12,600,000 and (ii) any provision therefor, provided that the aggregate maximum amount excluded from Consolidated EBITDA for any Test Period pursuant to this clause (g) shall not exceed $12,600,000;

(h) excluding any DFW and PB Facility Closure Costs; provided that (i) the aggregate amount excluded from Consolidated EBITDA pursuant to this clause (h) shall not exceed $50,000,000 in the aggregate for all Test Periods and (ii) if on or after January 1, 2024 but prior to December 31, 2024 the Loan Parties shall not have received cash consideration for Dispositions of Dallas-Fort Worth Facility Assets and Peterborough Facility Assets in the aggregate amount of at least $20,000,000 (when aggregated with any cash proceeds received by the Loan Parties during the same period attributable to the return, cancellation or termination of any delivery, order, contract or other agreement relating to the Peterborough Facility and/or the Dallas-Fort Worth Facility), then with respect to the Test Period ending on or about December 31, 2024 and any Test Period ending thereafter, only 50% of the applicable DFW and PB Facility Closure Costs may be excluded from Consolidated EBITDA for each such Test Period pursuant to this clause (h);

(i) excluding (i) any Greater China and Singapore Facility Closure Costs in an aggregate amount not exceeding $35,000,000 and (ii) any provision therefor, provided that the aggregate maximum amount excluded from Consolidated EBITDA for any Test Period pursuant to this clause (i) shall not exceed $35,000,000;

(j) before deducting any Transaction Costs; provided that the aggregate amount excluded from Consolidated EBITDA pursuant to this clause (j) shall not exceed $20,000,000 in the aggregate for all Test Periods (other than any costs relating to any reorganization permitted by the Loan Documents);

(k) after deducting the amount of any profit (or adding back the amount of any loss) of any member of the Group which is attributable to minority interests;

(l) plus or minus the Group's share of the profits or losses (after finance costs and tax) of non-Group entities;

(m) before taking into account any unrealized gains or losses on any derivative instrument (other than any derivative instrument which is accounted for on a hedge accounting basis);

(n) before taking into account any non-cash gain or loss arising from an upward or downward revaluation of any other asset or on a disposal of any asset (not being a disposal made in the ordinary course of trading);

(o) before taking into account any pension items ("Pension Items");

(p) after adding back (to the extent otherwise deducted) any provisions or costs relating to any share option or incentive schemes of the Group; and

(q) excluding the charge to profit represented by the expensing of stock options,

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 in each case for that Test Period;

provided that, notwithstanding the foregoing, the aggregate amount of all Exceptional Items and Pension Items increasing Consolidated EBITDA for any Test Period, together with the aggregate amount of Pro Forma Adjustments increasing Consolidated EBITDA for such Test Period shall not exceed the greater of (A) SEK 100,000,000 (or its equivalent in other currencies) and (B) 15% of Consolidated EBITDA for such Test Period (measured after giving effect to such adjustments).

"Consolidated Funded First Lien Indebtedness" means Consolidated Funded Indebtedness of Parent and its Restricted Subsidiaries that are Loan Parties that (x) is secured by a Lien on the Collateral on an equal priority basis (without regard to the control of remedies) with the Liens on the Collateral securing the Obligations or (y) constitutes the Obligations.

"Consolidated Funded Indebtedness" means all Indebtedness of the type described in clause (a)(i), (a)(ii) (but excluding surety bonds, performance bonds or other similar instruments), (a)(iii), (a)(iv), (a)(vi), (b) (in respect of Indebtedness of the type described in clause (a)(i), (a)(ii) (but excluding Indebtedness constituting surety bonds, performance bonds or other similar instruments), (a)(iii), (a)(iv), (a)(vi) and (f) of the definition of "Indebtedness") and (f) of the definition of "Indebtedness", of a Person and its Restricted Subsidiaries on a consolidated basis, in an amount that would be reflected on a balance sheet prepared as of such date on a consolidated basis in accordance with IFRS (but (x) excluding the effects of any discounting of Indebtedness resulting from the application of recapitalization accounting or purchase accounting in connection with any acquisition or any other investment permitted hereunder or for any other purpose and (y) any Indebtedness that is issued at a discount to its initial principal amount shall be calculated based on the entire stated principal amount thereof, without giving effect to any discounts or upfront payments); provided that Consolidated Funded Indebtedness shall exclude (i) obligations in respect of letters of credit, bank guarantees or other similar documentary credits and similar instruments, in each case, except to the extent of unreimbursed amounts thereunder for three Business Days after such amounts are drawn (it being understood that any borrowing, whether automatic or otherwise, to fund such reimbursement shall be counted) and (ii) any Indebtedness in the form of shareholder debt that is subordinated in right of payment to the Obligations under the Intercreditor Agreement as Subordinated Liabilities or otherwise on terms satisfactory to the Administrative Agent and the Required Lenders or otherwise to the satisfaction of the Administrative Agent and the Required Lenders. For the avoidance of doubt, it is understood that obligations under Swap Contracts, Cash Management Agreements and any Receivables Financing shall not constitute Consolidated Funded Indebtedness.

"Consolidated Funded Senior Secured Indebtedness" means Consolidated Funded Indebtedness of Parent and its Restricted Subsidiaries that are Loan Parties that is secured by a Lien on the Collateral.

"Consolidated Net Income" means, with respect to any Person for any period, the aggregate of the Net Income of such Person and its Restricted Subsidiaries for such period on a consolidated basis and otherwise determined in accordance with IFRS; provided, however, that, without duplication:

(a) all net after-tax extraordinary, nonrecurring, exceptional or unusual gains, losses, expenses and charges, and in any event including, without limitation, all restructuring, severance, relocation, retention and completion bonuses or payments, consolidation, integration or other similar charges and expenses, contract termination costs, system establishment charges, charitable donations, integration costs, conversion costs, start-up or closure or transition costs, expenses related to any reconstruction, decommissioning, recommissioning or reconfiguration of fixed assets for alternative uses, fees, expenses or charges relating to curtailments, settlements or modifications to pension and post-retirement employee benefit plans in connection with the Transactions or any acquisition or Permitted Investment, expenses associated with strategic initiatives, facilities shutdown and opening costs, and any fees, expenses, charges or change in control payments related to the Transactions or any acquisition or Permitted Investment (including any transition-related expenses (including retention or transaction-related bonuses or payments) incurred before, on or after the Closing Date), shall be excluded;

(b) the Net Income for such period shall not include the cumulative effect of a change in accounting principles and changes as a result of the adoption or modification of accounting policies during such period, whether effected through a cumulative effect adjustment or a retroactive application, in each case in accordance with IFRS;

(c) effects of adjustments (including the effects of such adjustments pushed down to Parent and the Subsidiaries) in such Person's consolidated financial statements pursuant to IFRS (including in the property and

equipment, software, goodwill, intangible assets, deferred revenue and debt line items thereof) resulting from the application of recapitalization accounting, fair value accounting or purchase accounting, as the case may be, in relation to the Transaction or any consummated acquisition or the amortization or write-off of any amounts thereof (including any write-off of in process research and development), net of taxes, shall be excluded;

(d) any net after-tax income, loss, expense or charge from disposed, abandoned, transferred, closed or discontinued operations and any net after-tax gains or losses on disposal of disposed, abandoned, transferred, closed or discontinued operations shall be excluded;

(e) any net after-tax gains, loss, expense or charge attributable to business dispositions and asset dispositions, including the sale or other disposition of any Equity Interests of any Person, other than in the ordinary course of business (as determined in good faith by such Person, shall be excluded;

(f) the Net Income for such period of any Person that is not a Subsidiary or that is accounted for by the equity method of accounting, shall be excluded; provided that Parent's or any Restricted Subsidiary's equity in the Net Income of such Person shall be included in the Consolidated Net Income of Parent or such Restricted Subsidiary up to the aggregate amount of dividends or distributions or other payments that are actually paid in cash (or to the extent converted into cash) by such Person to Parent or a Restricted Subsidiary in respect of such period (subject in the case of dividends, distributions or other payments made to a Restricted Subsidiary to the limitations contained in clause (g) below);

(g) solely for the purpose of determining Retained Excess Cash Flow, and without duplication of provisions under clause (c) of the first paragraph of Section 7.05 with respect to cash dividends or returns on Investments, the Net Income for such period of any Restricted Subsidiary (other than any Borrower or any Subsidiary Guarantor) shall be excluded to the extent the declaration or payment of dividends or similar distributions by that Restricted Subsidiary is not at the date of determination permitted without any prior governmental approval (which has not been obtained) or, directly or indirectly, by the operation of its charter or any agreement, instrument, judgment, decree, order, statute, rule, or governmental regulation applicable to that Restricted Subsidiary or its stockholders, unless such restriction with respect to the payment of dividends or similar distributions has been legally waived; provided that Consolidated Net Income of Parent will be increased by the amount of dividends or other distributions or other payments actually paid in cash (or to the extent converted into cash) to Parent or any of its Restricted Subsidiaries in respect of such period, to the extent not already included therein (subject, in the case of a dividend to another Restricted Subsidiary (other than the Borrowers or a Guarantor), to the limitation contained in this clause (g));

(h) (i) any net unrealized gain or loss (after any offset) resulting in such period from obligations in respect of Swap Contracts and the application of Accounting Standards Codification 815 (Derivatives and Hedging) or any ineffectiveness recognized in earnings related to qualifying hedge transactions or the fair value of changes therein recognized in earnings for derivatives that do not qualify as hedge transactions, in each case, in respect of Swap Contracts, (ii) any net gain or loss resulting in such period from currency translation gains or losses related to currency re-measurements of Indebtedness (including the net loss or gain (A) resulting from Swap Contracts for currency exchange risk and (B) resulting from intercompany Indebtedness) and all other foreign currency translation gains or losses, and (iii) any net after-tax income (loss) for such period attributable to the early extinguishment or conversion of (A) Indebtedness, (B) obligations under any Swap Contracts or (C) other derivative instruments and all deferred financing costs written off or amortized and premiums paid or other expenses incurred directly in connection therewith, shall be excluded;

(i) any goodwill or impairment charge or asset write-off or write-down, including impairment charges or asset write-offs or write-downs related to intangible assets, long-lived assets, investments in debt and equity securities or as a result of a change in law or regulation, in each case pursuant to IFRS, the amortization of intangibles arising pursuant to IFRS, shall be excluded;

(j) any expenses, charges or losses or loss of profits that are covered by indemnification or other reimbursement provisions in connection with any Investment, acquisition or any sale, conveyance, transfer or other disposition of assets permitted under this Agreement, to the extent actually reimbursed, or, so long as Parent has made a determination that a reasonable basis exists for indemnification or reimbursement and only to the extent that such amount is in fact indemnified or reimbursed within 365 days of such determination (with a deduction in the applicable

future period for any amount so added back to the extent not so indemnified or reimbursed within such 365 days), shall be excluded;

(k) to the extent covered by insurance and actually reimbursed, or, so long as Parent has made a determination that a reasonable basis exists that such amount will in fact be reimbursed within 365 days of the date of such determination (with a deduction in the applicable future period for any amount so added back to the extent not so reimbursed within such 365 days), expenses, charges or losses or loss of profits with respect to liability or casualty events or business interruption shall be excluded;

(l) any non-cash compensation charge or expense, including any such charge or expense arising from the grants of stock appreciation or similar rights, stock options, restricted stock or other rights or equity incentive programs shall be excluded, and any cash charges associated with the rollover, acceleration or payout of Equity Interests by, or to, management or other holders, direct or indirect, of Equity Interests of Parent or any of its Restricted Subsidiaries, shall be excluded;

(m) any income (loss) attributable to deferred compensation plans or trusts and any non-cash deemed finance charges in respect of any pension liabilities or other provisions or on the revaluation of any benefit plan obligation shall be excluded;

(n) proceeds from any business interruption insurance to the extent not already included in Consolidated Net Income, shall be included;

(o) the amount of any expense to the extent a corresponding amount is received in cash by Parent and the Restricted Subsidiaries from a Person other than Parent or any Restricted Subsidiaries; provided such amount received has not been included in determining Consolidated Net Income, shall be excluded (it being understood that if the amounts received in cash under any such agreement in any period exceed the amount of expense in respect of such period, such excess amounts received may be carried forward and applied against expense in future periods);

(p) cash and non-cash charges, paid or accrued, and gains resulting from the application of IFRS 3 – Business Combinations (including with respect to earn-outs incurred by Parent or any of its Restricted Subsidiaries) shall be excluded;

(q) all (i) losses, charges and expenses related to the Transactions actually paid in cash within 90 days of the Closing Date, (ii) transaction fees, costs and expenses incurred in connection with the consummation of any equity issuances, investments, acquisitions, dispositions, recapitalizations, mergers, option buyouts and the Incurrence, modification or repayment of indebtedness permitted to be Incurred hereunder (including any Refinancing Indebtedness in respect thereof) or any amendments, waivers or other modifications under the agreements relating to such Indebtedness or similar transactions, and (iii) without duplication of any of the foregoing, non-operating or non-recurring professional fees, costs and expenses for such period will be excluded;

(r) all amortization and write-offs of deferred financing fees, debt issuance costs, commissions, fees and expenses, costs of surety bonds, charges owed with respect to letters of credit, bankers' acceptances or similar facilities, and expensing of any bridge, commitment or other financing fees (including in connection with a transaction undertaken but not completed), will be excluded;

(s) all discounts, commissions, fees and other charges (including interest expense) associated with any Receivables Financing will be excluded; and

(t) cash dividends or returns of capital from Investments (such return of capital not reducing the ownership interest in the underlying Investment), in each case received during such period, to the extent not otherwise included in Consolidated Net Income for that period or any prior period subsequent to the Closing Date, will be included;

provided that the Swedish Borrower may, in its sole discretion, elect to not make any adjustment for any item pursuant to clauses (a) through (t) above if any such item individually is less than $1,000,000 in any fiscal quarter.

"Consolidated Total Assets" means the total consolidated assets of Parent and its Restricted Subsidiaries, as shown on the most recent consolidated balance sheet of Parent and its Restricted Subsidiaries and computed in accordance with IFRS.

"Contingent Obligations" means, with respect to any Person, any obligation of such Person guaranteeing any leases, dividends or other obligations that do not constitute Indebtedness ("primary obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, any obligation of such Person, whether or not contingent:

(1) to purchase any such primary obligation or any property constituting direct or indirect security therefor,

(2) to advance or supply funds:

(a) for the purchase or payment of any such primary obligation; or

(b) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor; or

(3) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation against loss in respect thereof.

"Contribution Indebtedness" means Indebtedness of the Borrowers in an aggregate principal amount not greater than 100% of the aggregate amount of (i) cash contributions (other than Excluded Contributions) made to the capital of Parent, the Borrowers or any Subsidiary Guarantor (other than from Parent or a Restricted Subsidiary) plus, without duplication, (ii) the aggregate net cash proceeds received by Parent, a Borrower or a Subsidiary Guarantor from the issuance or sale of Equity Interests of Parent, any Borrower or a Subsidiary Guarantor (other than to Parent or a Restricted Subsidiary) (other than Excluded Contributions), including such Equity Interests issued upon exercise of warrants or options, in each case, (x) received by a Loan Party after the Closing Date and designated as a Cash Contribution Amount pursuant to a certificate signed by a Responsible Officer of Parent and (y) other than any cash proceeds constituting Excluded Equity or any other cash proceeds that function to augment or build capacity to incur any other Indebtedness or make any Restricted Payment hereunder.

"Control Agreement" means an agreement, in form and substance satisfactory to the Administrative Agent and the Required Lenders acting reasonably, which provides for the Security Agent to have "control" (as defined in Section 9-104 of the UCC of the State of New York or Section 8-106 of the UCC of the State of New York, as applicable) of Deposit Accounts or Securities Accounts, as applicable.

"Convertible Bonds" means the Parent's (i) 9.25% Convertible Senior PIK Notes due 2028, issued pursuant to that certain Investment Agreement dated as of March 14, 2023 by and among Parent and certain purchasers thereof, (ii) 9.25% Convertible Senior PIK Notes due 2028, issued pursuant to that certain Subscription Agreement dated as of March 14, 2023 by and among Parent and certain purchasers thereof and (iii) 9.25% Convertible Senior PIK Notes due 2028, issued pursuant to that certain Investment Agreement dated as of May 9, 2023 by and among the Company and a certain purchaser thereof.

"Corresponding Tenor" with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

"CRD IV" means EU CRD IV and UK CRD IV.

"Credit Extension" means a Borrowing.

"Cumulative Retained Excess Cash Flow Amount" shall mean, at any date of determination, an amount, not less than zero in the aggregate, determined on a cumulative basis, equal to the sum of, for each Excess Cash Flow Period (commencing with the fiscal year ending December 31, 2024) and prior to such date of determination, (a) the product of (i) the Excess Cash Flow for such Excess Cash Flow Period *multiplied by* (ii) the difference of (x) 100% *minus* (y) the percentage applied to prepay the Term Loans with Excess Cash Flow pursuant to Section 2.05(b) for such Excess Cash Flow Period *minus* (b) the amount that is not required to be applied to the prepayment of Term Loans as a result of the application of Sections 2.05(b)(viii) or 2.05(b)(ix) for such Excess Cash Flow Period.

"Cure Expiration Date" has the meaning specified in Section 7.08(c)(i).

"Daily Rate" means the rate specified as such in the applicable Reference Rate Terms.

"Daily Simple SOFR" means, for any day (a "SOFR Rate Day"), a rate per annum equal to SOFR for the day (such day, a "SOFR Determination Date") that is five (5) U.S. Government Securities Business Day prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Days, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrowers.

"Daily Sweep Accounts" means deposit accounts of the Loan Parties the aggregate principal balances of which are swept daily to one or more Bank Accounts located in the United States or the Netherlands which is, in each case, subject to a first priority perfected Lien in favor of the Security Agent in accordance with Section 6.15(a).

"Dallas-Fort Worth Facility" means the production facility of the Group located in Dallas-Fort Worth, Texas, United States.

"Dallas-Fort Worth Facility Assets" has the meaning specified in clause (t) of the definition of "Asset Sale".

"De Minimis Accounts" means deposit accounts (other than Daily Sweep Accounts) the aggregate principal balances of which do not exceed $2,000,000 at any time.

"Debtor Relief Laws" means the Bankruptcy Code of the United States, UK Insolvency Act 1986, UK Enterprise Act 1986, UK Corporate Insolvency and Governance Act 2020, the Swedish Bankruptcy Act (Sw. *Konkurslag (1987:672)*), the Swedish Company Reorganisation Act (Sw. *Lag om företagsrekonstruktion (2022:964)*), the Swedish Companies Act (Sw. *Aktiebolagslag (2005:551)*) and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, judicial management, reorganization, scheme of arrangement, restructuring, restructuring plan or similar debtor relief Laws of the United States, the United Kingdom, Sweden or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"Declined Amounts" has the meaning specified in Section 2.05(c).

"Declining Lender" has the meaning specified in Section 2.05(c).

"Default" means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"Default Rate" means an interest rate equal to (after as well as before judgment), (a) with respect to any principal for any Loan, the applicable interest rate for such Loan plus 2.00% per annum (provided that with respect to SOFR Loans, the determination of the applicable interest rate is subject to Section 2.02(c) to the extent that SOFR Loans may not be converted to, or continued as SOFR Loans pursuant thereto) and (b) with respect to any other

amount, including overdue interest and fees, the interest rate applicable to Base Rate Loans that are Initial Term Loans plus 2.00% per annum, in each case, to the fullest extent permitted by applicable Laws.

"Defaulting Lender" means, subject to Section 2.17(b), any Lender that (a) has failed to perform any of its funding obligations hereunder, including in respect of its Loans within three Business Days of the date required to be funded by it hereunder, (b) has notified the Borrowers or the Administrative Agent that it does not intend to comply with its funding obligations or has made a public statement to that effect with respect to its funding obligations hereunder, (c) has failed, within three Business Days after reasonable request by the Administrative Agent, to confirm in a manner satisfactory to the Administrative Agent that it will comply with its funding obligations (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such confirmation by the Administrative Agent) or (d) has, or has a direct or indirect parent company that has, other than via an Undisclosed Administration, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had a receiver, examiner, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or a custodian appointed for it, (iii) taken any action in furtherance of, or indicated its consent to, approval of or acquiescence in any such proceeding or appointment or (iv) become the subject of a Bail-In Action; provided that no Lender shall be a Defaulting Lender solely by virtue of (x) the ownership or acquisition by a Governmental Authority of any Equity Interest in that Lender or any direct or indirect parent company thereof so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender, or (y) the occurrence of any of the events described in clause (d)(i), (d)(ii) or (d)(iii) of this definition which in each case has been dismissed or terminated prior to the date of this Agreement. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.17(b)) upon delivery of written notice of such determination to the Borrowers, each Lender. Notwithstanding the foregoing, in no event shall any Lender that has an Initial Term Loan Commitment (or any assignee thereof in connection with the primary syndication of the Initial Term Loan Commitments on or about the Closing Date) constitute a Defaulting Lender.

"Delaware LLC Division" shall mean the statutory division of any limited liability company into two or more limited liability companies pursuant to Section 18-217 of the Delaware Limited Liability Company Act or a comparable provision of any other requirement of Law.

"Deposit Account" means a demand, time, savings, passbook or like account with a bank, savings and loan association, credit union or like organization, other than an account evidenced by a negotiable certificate of deposit.

"Designated Non-Cash Consideration" means the Fair Market Value of non-cash consideration received by Parent, the Borrowers or any of the Restricted Subsidiaries in connection with a Disposition made pursuant to Section 7.04(2)(c) that is designated as "Designated Non-Cash Consideration" pursuant to a certificate of a Responsible Officer of the Borrowers setting forth the basis of such valuation, less the amount of cash or Cash Equivalents received in connection with a subsequent sale of or collection on such Designated Non-Cash Consideration.

"Designated Preferred Stock" means Preferred Stock of Parent (other than Excluded Equity), that is issued after the Closing Date for cash and is so designated as Designated Preferred Stock, pursuant to an officer's certificate of Parent, the cash proceeds of which are contributed to the capital of the Borrowers or any Subsidiary Guarantor (if issued by Parent) and excluded from the calculation set forth in clause (c) of the first paragraph of Section 7.05.

"DFW and PB Facility Closure Costs" means the restructuring and exit costs incurred by the Group in the closure and discontinuance of the Peterborough Facility and Dallas-Fort Worth Facility, and in each case any provision therefor.

"Discretionary Guarantor" has the meaning set forth in the definition of "Excluded Subsidiary".

"Disposition" or "Dispose" means the sale, transfer, license, lease, dedication to the public, permission to lapse, abandonment or other disposition of any property by any Person (including any sale and leaseback transaction and any issuance of Capital Stock by a Restricted Subsidiary of such Person), including any sale, assignment, transfer

or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith; provided, however, that "Disposition" and "Dispose" shall be deemed not to include any issuance by Parent of any of its Capital Stock to another Person.

"Disqualified Institution" means (a) each person identified in writing by Parent as a "Disqualified Institution" to (x) the Arrangers and the Lead Lender prior to the Closing Date or (y) the Administrative Agent and the Lead Lender from time to time after the Closing Date with the consent of each of the Administrative Agent and the Lead Lender (such consent not to be unreasonably withheld, conditioned or delayed), (b) any Company Competitor identified as such in writing by Parent to (x) the Arrangers prior to the Closing Date or (y) the Administrative Agent from time to time after the Closing Date and (c) as to any entity referenced in each of clause (a) and (b) above (the "Primary Disqualified Institution"), any of such Primary Disqualified Institution's Affiliates readily identifiable as such by name or otherwise identified in writing to the Administrative Agent by Parent to (x) the Arrangers prior to the Closing Date or (y) the Administrative Agent from time to time after the Closing Date, but excluding any Affiliate that is primarily engaged in, or that advises funds, or other investment vehicles that are engaged in, making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit or securities in the ordinary course of business (and not primarily engaged in investing in distressed or opportunistic decisions) and with respect to which the Primary Disqualified Institution does not (x) have access from such entity to non-public information relating to the Borrowers or any Person or that forms part of the Borrowers' business (including their subsidiaries) or (y) directly or indirectly, possess the power to direct or cause the direction of such entity. For the purposes of clauses (a) and (b), such list shall be made available to the Administrative Agent pursuant to Section 10.02 and to any Lender Participant, prospective Lender or prospective Participant upon written request.

"Disqualified Stock" means, with respect to any Person, any Equity Interests of such Person that, by its terms (or by the terms of any security into which it is convertible or for which it is puttable, redeemable or exchangeable), in each case, at the option of the holder thereof or upon the happening of any event:

(1) matures or is mandatorily redeemable (other than solely for Equity Interests excluding Disqualified Stock), pursuant to a sinking fund obligation or otherwise (other than as a result of a change of control or asset sale; provided that, in any case (and without limiting the characterization of such Equity Interests as Disqualified Stock), any purchase requirement triggered thereby may not become operative until compliance with, in the case of an asset sale, the provisions of Section 7.04 or, in the case of a change of control, the repayment in full of the Obligations (excluding contingent obligations) or consent by the Required Lenders to such change of control),

(2) is convertible or exchangeable for Indebtedness or Disqualified Stock, or

(3) is redeemable (other than solely for Equity Interests excluding Disqualified Stock) at the option of the holder thereof, in whole or in part (other than as a result of a change of control or asset sale; provided that, in any case (and without limiting the characterization of such Equity Interests as Disqualified Stock), any purchase requirement triggered thereby may not become operative until compliance with, in the case of an asset sale, the provisions of Section 7.04 or, in the case of a change of control, the repayment in full of the Obligations (excluding contingent obligations) or consent by the Required Lenders to such change of control),

in each case prior to the date that is 91 days after the Latest Maturity Date of the Term Loans at the time of issuance of the respective Disqualified Stock; provided that only the portion of Equity Interests that so mature or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the holder thereof prior to such date shall be deemed to be Disqualified Stock; provided, further, that if such Equity Interests are issued to any employee or to any Plan for the benefit of employees of the Borrowers or its Subsidiaries or a direct or indirect parent of the Borrowers or by any such Plan to such employees, such Equity Interests shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Borrowers or its Subsidiaries or a direct or indirect parent of the Borrowers in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's termination, death or disability; provided, further, that any class of Equity Interests of such Person that by its terms authorizes such Person to satisfy its obligations thereunder by delivery of Equity Interests that are not Disqualified Stock shall not be deemed to be Disqualified Stock.

"Disruption Event" means either or both of:

(1) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Term Loans (or otherwise in order for the transactions contemplated by the Loan Documents to be carried out) which disruption is not caused by, and is beyond the control of, any member of the Group or any party hereto (each a "Party"); or

(2) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of any Party preventing that, or any other party:

(i) from performing its payment obligations under the Loan Documents; or

(ii) from communicating with other Parties in accordance with the terms of the Loan Documents,

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

"Dollar" and "$" mean lawful currency of the United States.

"Dollar Amount" means, at any time, (a) with respect to any amount denominated in Dollars, such amount, and (b) with respect to any amount denominated in any other currency, the equivalent amount thereof in Dollars as determined by the Administrative Agent, at such time on the basis of the Spot Rate for the purchase of Dollars with such other currency.

"Dutch Subsidiary" means any Subsidiary of Parent that is domiciled or incorporated in the Netherlands (or any province or territory thereof).

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Eligible Assignee" means any Person that meets the requirements to be an assignee under Section 10.07(b) (subject to receipt of such consents, if any, as may be required for the assignment of the applicable Loan and/or Commitments to such Person under Section 10.07(b)(iii)).

"Europe & International EBITDA" means, with respect to any Test Period, Consolidated EBITDA attributable solely to the Europe & International Group for such Test Period and eliminating (i) Consolidated EBITDA attributable to Subsidiaries that are not in the Europe & International Group, (ii) any corporate overhead, headquarters and other similar costs which are excluded from the Group's 'Europe & International' EBITDA in accordance with the Accounting Principles as applied in the financial model relating to the Group dated December 7, 2023 and (iii) in respect of any fiscal quarter ending during the 2023 calendar year only, any Consolidated EBITDA attributable solely to any member of the Europe & International Group incorporated in Singapore.

"Europe & International Group" means Parent and each Subsidiary of Parent that is domiciled or organized in any of the following jurisdictions: (i) the United Kingdom, (ii) any member state of the European Union, (iii) Norway, (iv) Switzerland, (v) Turkey, (vi) any country in Africa, (vii) any country in the Middle East, (viii) Australia, (ix) Singapore and (x) any jurisdiction, other than the United States, Canada, Greater China (including the People's Republic of China, Hong Kong and Taiwan), where the Group may incorporate after the Amendment No. 2 Effective

Date and report as part of its Europe & International group.

"EMU Legislation" means the legislative measures of the European Council for the introduction of, changeover to or operation of a single or unified European currency.

"Environmental Laws" means any and all applicable federal, state, local and foreign statutes, Laws, including common law, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses or governmental restrictions relating to pollution, the protection of the environment, human health and safety (to the extent relating to exposure to Hazardous Materials), including those related to Hazardous Materials, air emissions and discharges to public pollution control systems.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, monitoring or oversight by a Governmental Authority, fines, penalties or indemnities), of the Borrowers, any other Loan Party or any of their respective Subsidiaries directly or indirectly resulting from or based upon (a) any actual or alleged violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) human exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other binding consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Environmental Permit" means any permit, approval, identification number, license or other authorization required under any Environmental Law.

"Equity Cure" has the meaning specified in Section 7.08(c)(i).

"Equity Cure Amount" has the meaning specified in Section 7.08(c)(i).

"Equity Interests" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any Capital Stock that arises only by reason of the happening of a contingency or any debt security that is convertible into, or exchangeable for, Capital Stock).

"Equity Issuance" means any issuance by any Person to any other Person of (a) its Equity Interests for cash, (b) any of its Equity Interests pursuant to the exercise of options or warrants, (c) any of its Equity Interests pursuant to the conversion of any debt securities to equity or (d) any options or warrants relating to its Equity Interests.

"ERISA" means the Employee Retirement Income Security Act of 1974, and the rules and regulations thereunder, each as amended or modified from time to time.

"ERISA Affiliate" means any Person who together with any Loan Party is treated as a single employer within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code) or Section 4001 of ERISA.

"ERISA Event" means (a) a Reportable Event with respect to a Plan; (b) the withdrawal of any Loan Party or any ERISA Affiliate from a Plan subject to Section 4063 of ERISA during a plan year in which such entity was a "substantial employer" (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by any Loan Party or any ERISA Affiliate from a Multiemployer Plan or a determination that a Multiemployer Plan is insolvent (within the meaning of Section 4245 of ERISA); (d) the filing of a notice of intent to terminate, or the treatment of a Plan or Multiemployer Plan amendment as a termination, under Section 4041 or 4041A of ERISA, respectively, (e) the institution by the PBGC of proceedings to terminate a Plan or Multiemployer Plan; (f) an event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan or Multiemployer Plan; (g) the determination that any Plan is considered an at-risk plan within the meaning of Section 430 of the Code or Section 303 of ERISA; (h) the determination that any Multiemployer Plan is considered a plan in "endangered", "critical", or "critical and declining" status within the meaning of Section 432 of the Code or Section 305 of ERISA; (i) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but

not delinquent under Section 4007 of ERISA, upon any Loan Party or any ERISA Affiliate; (j) the conditions for the imposition of a Lien under Section 430(k) of the Code or Section 303(k) of ERISA shall have been met with respect to any Plan; or (k) any other event or condition with respect to a Plan or Multiemployer Plan that could result in liability of the Borrowers or any Restricted Subsidiary.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"EU CRD IV" means (i) Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 ("CRR") and (ii) Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC ("CRD").

"Event of Default" has the meaning specified in Section 8.01.

"Excess Cash Flow" means, with respect to any Excess Cash Flow Period, an amount, not less than zero, equal to:

(a) Consolidated Net Income of Parent and its Restricted Subsidiaries for such Excess Cash Flow Period, *minus*

(b) the sum, without duplication (in each case, for the Swedish Borrower and the Restricted Subsidiaries on a consolidated basis but in the case of any amounts below excluding any such amounts that are already deducted pursuant to Section 2.05(b)(i)(B) in the calculation of any mandatory prepayment obligation under Section 2.05(b)(i) for such Excess Cash Flow Period), of:

(i) cash repayments, prepayments, repurchases, redemptions and other cash payments made with respect to the principal of any Indebtedness (including principal representing capitalized interest) or the principal component of any Capitalized Lease Obligations of such Person or any of its Restricted Subsidiaries during such period and, at the option of the Swedish Borrower, after such period but prior to the date a mandatory prepayment is due and payable for such period pursuant to Section 2.05(b)(i) (excluding voluntary and mandatory prepayments of Term Loans, but including all premium, make-whole or penalty payments paid in cash (to the extent such payments are not expensed during such period or are not deducted in calculating Consolidated Net Income and such payments are not otherwise prohibited under this Agreement) and all cash repayments with respect to revolving Indebtedness to the extent accompanied by a corresponding reduction in commitments;

(ii) (A) cash payments made by such Person or any of its Restricted Subsidiaries during such period in respect of capital expenditures, acquisitions of intellectual property, acquisitions, Investments (except for Investments in cash or Cash Equivalents and Investments in Parent or any Restricted Subsidiaries) and Restricted Payments (excluding Restricted Payments and Permitted Investments among Parent and its Restricted Subsidiaries), other than to the extent such prepayments are funded with the proceeds of long-term Indebtedness (other than revolving Indebtedness) and (B) at the option of the Swedish Borrower, cash payments that such Person or any of its Restricted Subsidiaries has committed, budgeted or planned to make or is required to make in respect of capital expenditures, acquisitions of intellectual property, acquisitions and Investments (except for Investments in cash or Cash Equivalents and Investments in Parent or any Restricted Subsidiaries) (excluding Permitted Investments among Parent and its Restricted Subsidiaries) within 365 days after the end of such period; provided that amounts described in this clause (B) will not reduce Excess Cash Flow in subsequent periods, and, to the extent not paid, will increase Excess Cash Flow in the subsequent period;

(iii) cash payments made by such Person or any of its Restricted Subsidiaries during such period in respect of Taxes, to the extent such payments exceed the amount of Tax expense deducted in calculating such Consolidated Net Income, other than to the extent such prepayments are funded with the proceeds of long-term Indebtedness (other than revolving Indebtedness);

(iv) [reserved];

(v) all cash payments and other cash expenditures made by such Person or any of its Restricted Subsidiaries during such period (A) with respect to items that were excluded in the calculation of such Consolidated Net Income pursuant to clauses (a) through (t) of the definition of "Consolidated Net Income" or (B) that were not expensed during such period in accordance with IFRS;

(vi) all non-cash credits included in calculating such Consolidated Net Income (including insured or indemnified losses referred to in clauses (j) and (q)) of the definition of "Consolidated Net Income" to the extent not reimbursed in cash during such period);

(vii) an amount equal to the increase in the Working Capital of such Person during such period (measured as the excess, if any, of Working Capital at the end of such Excess Cash Flow Period minus Working Capital at the beginning of such Excess Cash Flow Period) (other than any such increases contemplated by this clause (vii) that are directly attributable to acquisitions of a Person or business unit by the Swedish Borrower and its Restricted Subsidiaries during such period), if any;

(viii) cash payments made in satisfaction of noncurrent liabilities (excluding payments of Indebtedness for borrowed money) not made directly or indirectly using proceeds, payments or any other amounts available from events or circumstances that were not included in determining Consolidated Net Income during such period;

(ix) to the extent not deducted in arriving at Consolidated Net Income, cash fees, expenses and purchase price adjustments incurred in connection with the Transactions, any acquisition consummated prior to the Closing Date or any Permitted Investment (except for Investments in cash or Cash Equivalents and intercompany Investments), Equity Issuance or debt issuance (whether or not consummated) and any Restricted Payment (excluding Restricted Payments and Permitted Investments among Parent and its Restricted Subsidiaries) made to pay any of the foregoing incurred by the Swedish Borrower;

(x) the amount of cash payments made in respect of pensions and other postemployment benefits in such period to the extent not deducted in arriving at such Consolidated Net Income;

(xi) solely to the extent not already deducted in calculating Consolidated Net Income, the amount of any unfinanced cash payments made in respect of management incentive payments; and

(xii) cash payments made by such Person or any of its Restricted Subsidiaries during such period in respect of items for which an accrual or reserve was established in a prior period, in each case to the extent such payments are not expensed during such period or are not deducted in calculating Consolidated Net Income;

plus

(c) the sum, without duplication (in each case, for the Borrowers and the Restricted Subsidiaries on a consolidated basis), of:

(i) all non-cash charges, losses and expenses (including, without limitation, Taxes) of such Person or any of its Restricted Subsidiaries that were deducted in calculating such Consolidated Net Income (provided, in each case, that if any non-cash charge represents an accrual or reserve for cash items in any future period, the cash payment in respect thereof in such future period shall be subtracted from Excess Cash Flow in such future period);

(ii) an amount equal to the decrease in Working Capital of such Person during such period (measured as the excess, if any, of Working Capital at the beginning of such Excess Cash Flow Period minus Working Capital at the end of such Excess Cash Flow Period) (other than any such decreases contemplated by this clause (ii) that are directly attributable to acquisitions of a Person or business unit by the Swedish Borrower and its Restricted Subsidiaries during such period); and

(iii) all amounts referred to in clauses (b)(i) and (b)(ii) above to the extent funded with the proceeds of the issuance or the incurrence of Indebtedness (other than proceeds of revolving loans, unless such proceeds of revolving loans are used to prepay revolving loans).

"Exceptional Items" means:

(1) any items of an unusual or non-recurring nature which represent gains or losses; and

(2) any Restructuring Costs.

"Excess Cash Flow Period" means any fiscal year of Parent, commencing with the fiscal year ending on December 31, 2024.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

"Exchange Agent" means (a) the Administrative Agent or (b) any other financial institution or advisor employed by the Borrowers (whether or not an Affiliate of the Administrative Agent), after consultation with the Administrative Agent, to act as an arranger in connection with any Permitted Debt Exchange pursuant to Section 2.19; provided that the Borrowers shall not designate the Administrative Agent as the Exchange Agent without the written consent of the Administrative Agent (it being understood that the Administrative Agent shall be under no obligation to agree to act as the Exchange Agent); provided, further, that neither the Borrowers nor any of their Affiliates may act as the Exchange Agent.

"Excluded Accounts" means (a) any deposit account specifically and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of any Loan Party's employees, (b) tax accounts (including any sales tax accounts), (c) escrow accounts securing obligations permitted under this Agreement to be incurred and cash collateralized for the benefit of third parties not affiliated with the Borrowers or for other purposes permitted under this Agreement, and (d) fiduciary or trust accounts.

"Excluded Collateral" means Excluded Property.

"Excluded Contributions" means the net cash proceeds and Cash Equivalents received by Parent after the Closing Date from:

(1) contributions to its common equity capital, and

(2) the sale of Capital Stock of Parent,

in each case, other than Excluded Equity, and so long as the proceeds of which have been contributed to the Swedish Borrower and are designated as Excluded Contributions pursuant to an officer's certificate of a Responsible Officer. Excluded Contributions will be excluded from the calculation set forth in clause (c) of the first paragraph of Section 7.05.

"Excluded Equity" means (i) Disqualified Stock, (ii) any Equity Interests issued or sold to Parent or a Restricted Subsidiary or any employee stock ownership plan or trust established by Parent or any of its Subsidiaries (to the extent such employee stock ownership plan or trust has been funded by Parent or any Subsidiary), (iii) any Equity Interest that has already been used or designated (x) as (or the proceeds of which have been used or designated as) a Cash Contribution Amount, Contribution Indebtedness, Designated Preferred Stock, an Excluded Contribution or Refunding Capital Stock, or (y) to increase the amount available under clause (c) of the first paragraph of Section 7.05, clause (3), (4)(a) or (8) of the second paragraph under Section 7.05 or clauses (11) or (14) of the definition of "Permitted Investments" or is otherwise utilized pursuant to any other basket set forth herein and (iv) Equity Cure Amounts.

"Excluded Jurisdictions" means China.

"Excluded Property" means, with respect to the assets of any Loan Party located in the United States, (a)(i) any fee-owned real property that does not constitute a Material Real Property and all real property leasehold interests (including requirements to deliver landlord lien waivers, estoppels and collateral access letters), (ii) any real property not subject to preceding clause (i) that contains improvements located in whole or in part in an area identified by the Federal Emergency Management Agency (or any successor agency) as a "special flood hazard area," and (iii) [***], (b) (i) solely with respect to any borrowings drawn or Obligations entered into by the U.S. Borrower, any Excluded Tax Equity and (ii) assets to the extent a security interest in such assets would result in adverse tax consequences that are not de minimis as reasonably determined by the Swedish Borrower, in consultation with the Administrative Agent and the Required Lenders, (c) motor vehicles and other assets subject to certificates of title to the extent a lien thereon cannot be perfected by filing a UCC financing statement, (d) pledges of, and security interests in, certain assets, in favor of the Security Agent which are prohibited by applicable Law; provided, that (i) any such limitation described in this clause (d) on the security interests granted hereunder or under the Collateral Documents shall only apply to the extent that any such prohibition could not be rendered ineffective pursuant to the UCC or any other applicable Law or principles of equity and shall not apply (where the UCC is applicable) to any proceeds or receivables thereof, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition and (ii) in the event of the termination or elimination of any such prohibition contained in any applicable Law, a security interest in such assets shall be automatically and simultaneously granted under the applicable Collateral Documents and such asset shall be included as Collateral, (e) any governmental licenses (but not the proceeds thereof) or state or local franchises, charters and authorizations, to the extent security interests in favor of the Security Agent in such licenses, franchises, charters or authorizations are prohibited or restricted thereby, in each case; provided that (i) any such limitation described in this clause (e) on the security interests granted hereunder or granted under the Collateral Documents shall only apply to the extent that any such prohibition or restriction could not be rendered ineffective pursuant to the UCC or any other applicable Law or principles of equity and (ii) in the event of the termination or elimination of any such prohibition or restriction contained in any applicable license, franchise, charter or authorization, a security interest in such licenses, franchises, charters or authorizations shall be automatically and simultaneously granted under the applicable Collateral Documents and such licenses, franchises, charters or authorizations shall be included as Collateral, (f) Equity Interests in (A) any Person other than Restricted Subsidiaries of Parent to the extent and for so long as the pledge thereof in favor of the Collateral is not permitted by the terms of such Person's Joint Venture agreement or other applicable Organization Documents, provided, that such prohibition exists on the Closing Date or at the time such Equity Interests are acquired (so long as such prohibition did not arise in contemplation of such acquisition), and (B) any Person which is acquired after the date hereof to the extent and for so long as such Equity Interests are pledged in respect of Acquired Indebtedness and such pledge constitutes a Lien permitted hereunder, (g) Margin Stock, (h) trust accounts, payroll accounts and escrow accounts, (i) any lease, license or other agreement or any property subject to a purchase money security interest or similar arrangement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or purchase money arrangement or create a right of termination in favor of any other party thereto (other than any Borrower or a Guarantor or any subsidiary thereof) (in each case, except to the extent such prohibition is unenforceable after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code (or applicable non-U.S. law) other than proceeds and receivables thereof, the assignment of which is deemed effective under the Uniform Commercial Code (or applicable non-U.S. law) notwithstanding such prohibition), and (j) any "intent to use" trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or void, such "intent-to-use" trademark application, or any registration that may issue therefrom, under applicable federal law. Other assets shall be deemed to be "Excluded Property" if the Administrative Agent together with the Required Lenders and the Swedish Borrower agree in writing that the cost of obtaining or perfecting a security interest in such assets is excessive in relation to the value of such assets as Collateral.

"Excluded Subsidiary" means any direct or indirect Subsidiary of the Borrowers that is (a) a Subsidiary that is prohibited by applicable Law from guaranteeing the Facility, or which would require governmental (including regulatory) consent, approval, license or authorization to provide a guarantee unless, such consent, approval, license or authorization has been received, provided that, in each case, commercially reasonable efforts (not involving the payment of material amounts of money or the incurrence of material expenses which are disproportionate to the benefit accruing to the Secured Parties as determined by the Parent in its reasonable judgment) have been used by the relevant member of the Group for a period of at least 15 Business Days to obtain the relevant consent or waiver to the extent permissible by law and regulation and such consent or waiver has no impact on relationships with third parties and so

long as the Administrative Agent shall have received a certification from a Responsible Officer of Parent as to the existence of such prohibition or consent, approval, license or authorization requirement and that such commercially reasonable efforts have been undertaken, (b) a Subsidiary that is prohibited from becoming a Loan Party by any contractual obligation in existence on the Closing Date, or, in the case of any newly-acquired Subsidiary, in existence at the time of acquisition thereof but not entered into in contemplation thereof, and in each case, which contractual obligation is not prohibited by the Loan Documents, provided that commercially reasonable efforts (not involving the payment of material amounts of money or the incurrence of material expenses which are disproportionate to the benefit accruing to the Secured Parties as determined by Parent in its reasonable judgment) for a period of at least 15 Business Days to obtain consent to become a Loan Party shall be used by such Subsidiary (which, for the avoidance of doubt, will not require such Subsidiary to take any action which could reasonably be expected to damage its commercial relationship with the relevant third party), (c) solely with respect to any borrowings drawn or Obligations entered into by the U.S. Borrower, any Excluded Tax Subsidiary, (d) any subsidiary to the extent the provision of a guarantee by such subsidiary would result in adverse tax consequences (other than for purposes of Section 956 of the Code, as applied to any future Loan Party that is a U.S. Person) that are not de minimis as reasonably determined by the Swedish Borrower, in consultation with the Administrative Agent and the Required Lenders, (e) any Subsidiary to the extent organized in an Excluded Jurisdiction, (f) certain special purpose entities mutually agreed to by the Administrative Agent together with the Required Lenders and the Swedish Borrower, and (g) any other Subsidiary with respect to which, in the reasonable judgment of the Administrative Agent together with the Required Lenders (confirmed in writing by notice to the Swedish Borrower), the cost or other consequences (including adverse tax consequences) of guaranteeing the Facility would be excessive in view of the benefits to be obtained by the Lenders therefrom; provided that the Swedish Borrower, in its sole discretion, may cause any Restricted Subsidiary organized in Sweden, England and Wales, the United States, Germany or such other jurisdictions as the Administrative Agent together with the Required Lenders may reasonably agree that qualifies as an Excluded Subsidiary to become a Guarantor in accordance with the definition thereof (subject to completion of any requested "know your customer" rules and similar requirements of the Administrative Agent) and thereafter such Subsidiary shall not constitute an "Excluded Subsidiary" (unless and until the Swedish Borrower elects, in its sole discretion (except where such election would result in a breach of the Guarantor Coverage Requirement), to designate such Persons as an Excluded Subsidiary) (any such Restricted Subsidiary that becomes a Guarantor, a "Discretionary Guarantor").

"Excluded Swap Obligation" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation, or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) (i) by virtue of such Guarantor's failure to constitute an "eligible contract participant," as defined in the Commodity Exchange Act and the regulations thereunder (determined after giving effect to any applicable keepwell, support, or other agreement for the benefit of such Guarantor), at the time the guarantee of (or grant of such security interest by, as applicable) such Guarantor becomes or would become effective with respect to such Swap Obligation or (ii) in the case of a Swap Obligation that is subject to a clearing requirement pursuant to section 2(h) of the Commodity Exchange Act, because such Guarantor is a "financial entity," as defined in section 2(h)(7)(C) of the Commodity Exchange Act, at the time the guarantee of (or grant of such security interest by, as applicable) such Guarantor becomes or would become effective with respect to such Swap Obligation.

"Excluded Tax Equity" means voting equity interests in any Excluded Tax Subsidiary in excess of 65% of the voting equity interests.

"Excluded Tax Subsidiary" means any Subsidiary of the U.S. Borrower that is (i) a CFC, (ii) a direct or indirect subsidiary of a CFC, (iii) a CFC Holdco, (iv) a direct or indirect subsidiary of a CFC Holdco, or (v) a subsidiary that is treated as a disregarded entity for U.S. federal income tax purposes substantially all the assets of which consist of equity interests in one or more CFCs or CFC Holdcos.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient: (a) Taxes imposed on or measured by such Recipient's net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of any Lender, any U.S. federal withholding Taxes imposed on

amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a Law in effect on the date on which such Lender acquires such interest in the Loan or Commitment (other than pursuant to a request by any Loan Party under 3.08) or changes its lending office, except in each case to the extent that, pursuant to Section 3.01, additional amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 3.01(g), and (d) any withholding Taxes imposed under FATCA.

"Executive Order" means Executive Order No. 13224 of September 23, 2001, entitled Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)).

"Extendable Bridge Loans" means customary "bridge" loans which (x) by their terms will be converted into loans that have, or extended such that they have, a maturity date no earlier than the Latest Maturity Date of all Term Loan Tranches then in effect or (y) are not subject to an automatic extension of maturity, so long as a commitment exists in respect of financing that will take out such "bridge" loans (a "Take Out Instrument") and such Take Out Instrument has a maturity date which is not earlier than the Latest Maturity Date of all Term Loan Tranches then in effect.

"Facility" means the Term Facility.

"Factoring Transaction" means any transaction or series of transactions that may be entered into by Parent or any Restricted Subsidiary pursuant to which Parent or such Restricted Subsidiary may sell, convey, assign or otherwise transfer Receivables Assets (which may include a backup or precautionary grant of security interest in such Receivables Assets so sold, conveyed, assigned or otherwise transferred or purported to be so sold, conveyed, assigned or otherwise transferred) to any Third Party.

"Fair Market Value" means, with respect to any asset or property, the price that could be negotiated in an arm's-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction (as determined in good faith by the senior management or the board of directors of the Swedish Borrower, whose determination will be conclusive for all purposes under the Loan Documents, absent manifest error).

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future Treasury regulations or official administrative interpretations thereof, any agreements entered into pursuant to current Section 1471(b)(1) of the Code (or any amended or successor version described above) and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreements, treaty or convention among Governmental Authorities and implementing the foregoing.

"Federal Funds Rate" means, for any day, the rate calculated by the NYFRB based on such day's federal funds transactions by depositary institutions, as determined in such manner as shall be set forth on the NYFRB's Website from time to time, and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate; *provided* that if the Federal Funds Effective Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

"Fee Letters" means, collectively, (i) the Administrative Agent Fee Letter, (ii) the Security Agent Fee Letter and (iii) that certain Fee Letter, dated as of March 15, 2023, by and between the Parent and Silver Point.

"Financial Covenant" has the meaning specified in Section 7.08(c)(i).

"Finance Lease" means any lease or hire purchase contract which would, in accordance with the Accounting Principles as applied under the audited consolidated financial statements of Parent for the financial year ended December, 31 2021, be treated as a finance or capital lease, subject to any amendment to the Accounting Principles made pursuant to this Agreement.

"First Lien Net Leverage Ratio" means, on any date of determination, with respect to the Borrower Parties (on a consolidated basis), the ratio of (a) Consolidated Funded First Lien Indebtedness (less Unrestricted Cash of the Borrower Parties as of the last day of the most recently ended Test Period prior to such date in an aggregate amount not to exceed $25,000,000) of the Borrower Parties on the last day of the most recently ended Test Period prior to such date to (b) the greater of (x) Consolidated EBITDA of the Borrower Parties for the then most recently ended Test Period and (y) zero.

"Fitch" means Fitch Ratings, Inc. or any successor to the rating agency business thereof.

"First Relevant Period" has the meaning specified in Section 7.08(c)(i).

"Fixed Charge Coverage Ratio" means, with respect to any Person as of any date, the ratio of (1) the greater of (x) Consolidated EBITDA of such Person for the most recent Test Period immediately preceding the date on which such calculation of the Fixed Charge Coverage Ratio is made, calculated on a Pro Forma Basis for such period and (y) zero to (2) the Fixed Charges of such Person for such period calculated on a Pro Forma Basis. In the event that the Borrowers or any of its Restricted Subsidiaries Incurs or redeems or repays any Indebtedness (other than in the case of revolving credit borrowings or revolving advances under any Qualified Receivables Financing unless the related commitments have been terminated and such Indebtedness has been permanently repaid and has not been replaced) or issues or redeems Preferred Stock or Disqualified Stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated but prior to or substantially simultaneously with the event for which the calculation of the Fixed Charge Coverage Ratio is made, then the Fixed Charge Coverage Ratio shall be calculated on a Pro Forma Basis; provided that, in the event that the Borrowers shall classify Indebtedness Incurred on the date of determination as Incurred in part as Ratio Debt and in part pursuant to one or more clauses of the definition of "Permitted Debt" (other than in respect of clause (q) of such definition), as provided in the third paragraph of Section 7.01, any calculation of Fixed Charges pursuant to this definition on such date (but not in respect of any future calculation following such date) shall not include any such Indebtedness (other than Ratio Debt and Indebtedness incurred pursuant to such clause (q))(and shall not give effect to any repayment, repurchase, redemption, defeasance or other acquisition, retirement or discharge of Indebtedness from the proceeds thereof) to the extent Incurred pursuant to any such other clause of such definition.

"Fixed Charges" means, with respect to any Person for any period, the sum of:

(1) Consolidated Cash Interest Expense of such Person for such period,

(2) scheduled amortization payments of principal on Indebtedness of such Person for such period, and

(3) the portion of taxes based on income actually paid in cash (in the case of this clause (3), less tax refunds received during such period in cash), on a consolidated basis and in accordance with IFRS.

"Fixed IFRS Date" means the Closing Date; provided that at any time after the Closing Date, the Swedish Borrower may by written notice to the Administrative Agent elect to change the Fixed IFRS Date to be the date specified in such notice, and upon such notice, the Fixed IFRS Date shall be such date for all periods beginning on and after the date specified in such notice.

"Floor" means a rate of interest equal to 2.50% per annum.

"Follow-up Notice" has the meaning specified in Section 9.09(b).

"Food and Drug Law" means any law in any way relating to the manufacture, composition, labeling, advertising, safety, production, holding, storage, or distribution of food products, including but not limited to the Federal Food, Drug, and Cosmetic Act (21 U.S.C. § 301 et seq.), the Food Safety Modernization Act (21 U.S.C. Chapter 27), the Fair Packaging and Labeling Act (15 U.S.C. § 1451 et seq.), and the Federal Trade Commission Act (15 U.S.C. § 41 et seq.), as each has been amended and the regulations promulgated pursuant thereto and, in each case, the equivalent law, regulation or order by a Governmental Authority in any applicable non-U.S. jurisdiction.

"Foreign Benefit Event" means, with respect to any Foreign Plan, (a) the existence of unfunded liabilities in excess of the amount permitted under any applicable Law, or in excess of the amount that would be permitted absent a waiver from a Governmental Authority, (b) the failure to make the required contributions or payments, under any applicable Law, on or before the due date for such contributions or payments, (c) the receipt of a notice by a Governmental Authority relating to the intention to terminate any such Foreign Plan or to appoint a trustee or similar official to administer any such Foreign Plan, or alleging the insolvency of any such Foreign Plan, (d) the incurrence of any liability by the Borrowers or any of its Subsidiaries under applicable Law on account of the complete or partial termination of such Foreign Plan or the complete or partial withdrawal of any participating employer therein or (e) the occurrence of any transaction that is prohibited under any applicable Law and that would reasonably be expected to result in the incurrence of any liability by Parent or any of its Subsidiaries, or the imposition on Parent or any of its Subsidiaries of, any fine, excise Tax or penalty resulting from any noncompliance with any applicable Law.

"Foreign Disposition" shall have the meaning assigned to such term in Section 2.05(b)(viii).

"Foreign Plan" means any pension plan, benefit plan, fund (including any superannuation fund) or other similar program established, maintained or contributed to by a Loan Party or any of its Subsidiaries primarily for the benefit of employees employed and residing outside the United States (other than plans, funds or other similar programs that are maintained exclusively by a Governmental Authority), and which plan is not subject to ERISA or the Code.

"Four Quarter Consolidated EBITDA" means, as of any date of determination, Consolidated EBITDA of Parent for the Test Period most recently ended on or prior to such date, each case, on a Pro Forma Basis.

"Four Quarter Europe & International EBITDA" means, as of any date of determination, Europe & International EBITDA of the Europe & International Group for the Test Period most recently ended on or prior to such date, each case, on a Pro Forma Basis.

"FRB" means the Board of Governors of the Federal Reserve System of the United States.

"Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

"GAAP" means generally accepted accounting principles in the United States of America as in effect from time to time, including those set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as approved by a significant segment of the accounting profession.

"German Subsidiary" means any Subsidiary of Parent that is domiciled or incorporated in Germany (or any state or territory thereof).

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Granting Lender" has the meaning specified in Section 10.07(g).

"Greater China Facility" means the production facility that was under construction as of the Closing Date in the Zhejiang Province in the People's Republic of China and intended to be operated by Oatly Thousands of Island Co Ltd.

"Greater China Facility Assets" has the meaning given to it in clause (z) of the definition of "Asset Sale".

"Greater China and Singapore Facility Closure Costs" means the restructuring and exit costs incurred by the Group in the closure and discontinuance of the Greater China Facility and/or the Singapore Facility (for the avoidance of doubt, not including any such costs that are avoided pursuant to any disposal pursuant to clause (z) of the definition of "Asset Sale" and thus not incurred), and in each case any provision therefor.

"Group" means Parent and its Subsidiaries.

"Guarantee" means, as to any Person, without duplication, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other monetary obligation payable or performable by another Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other monetary obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other monetary obligation of the payment or performance of such Indebtedness or other monetary obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other monetary obligation or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other monetary obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part) or (b) any Lien on any assets of such Person securing any Indebtedness or other monetary obligation of any other Person, whether or not such Indebtedness or other monetary obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien); provided that the term "Guarantee" shall not include endorsements for collection or deposit, in either case in the ordinary course of business, or customary or reasonable indemnity obligations in effect on the Closing Date, or entered into in connection with any acquisition or Disposition of assets permitted under this Agreement (other than such obligations with respect to Indebtedness). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term "Guarantee" as a verb has a corresponding meaning.

"Guarantor Coverage Requirement" means, at any date of determination, the requirement that (x) the aggregate revenue of the Guarantors and (y) the aggregate assets of the Guarantors (in each case, calculated on an unconsolidated basis and excluding all goodwill, intra-group items and investments in Subsidiaries of any member of the Group), in each case, represent not less than 90% of the consolidated revenues and consolidated gross assets, respectively of the Group (tested by reference to the most recent financial statements which have been delivered pursuant to Section 6.01(a); provided that, if a Subsidiary has been acquired since the last date of the fiscal year to which such financial statements relate, such financial statements shall be deemed to be adjusted in order to give effect to the acquisition of such Subsidiary) (provided that (i) any member of the Group having negative revenue or assets shall be deemed to have zero revenue or assets and (ii) any members of the Group which cannot or are not required to become Guarantors under the Agreed Security Principles or are Excluded Subsidiaries will be excluded from both the numerator and the denominator of the calculation of the Guarantor Coverage Requirement).

"Guarantors" means, collectively, Parent, Holdings, the Borrowers (except with respect to the applicable Borrower's own primary Obligations) and each Subsidiary party to the Guaranty, each Discretionary Guarantor (if any) (after it has executed and delivered a joinder to the Guaranty) and each other Subsidiary of Parent that executes and delivers a guaranty or guaranty supplement pursuant to Section 6.12 or 6.16 unless it has thereafter ceased to be a Guarantor pursuant to Section 9.11 or is no longer a Discretionary Guarantor.

"Guaranty" means the Guaranty Agreement, dated as of the date hereof, among the Borrowers, the other Guarantors party thereto and JPMorgan, as Administrative Agent, as amended, modified or supplemented to the date hereof, together with each other guaranty and guaranty supplement delivered by a Discretionary Guarantor or other Guarantor.

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, materials or wastes, pollutants or contaminants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, toxic mold, polychlorinated biphenyls, per- or polyfluoroalkyl substances, radon gas,

infectious or medical wastes and all other hazardous or toxic substances, materials, pollutants, contaminants or wastes of any nature regulated pursuant to, or which may give rise to liability under, any Environmental Law.

"Hong Kong Subsidiary" means any Subsidiary of Parent that is domiciled or incorporated in Hong Kong.

"IFRS" means for any member of the Group incorporated in a member state of the European Union the international accounting standards within the meaning of IAS Regulation 1606/2002, as in effect on the Fixed IFRS Date; provided that the Parent may at any time elect by written notice to the Administrative Agent to use GAAP in lieu of IFRS for financial reporting purposes and, upon any such notice, references herein to IFRS shall thereafter be construed to mean (a) for periods beginning on and after the date specified in such notice, GAAP as in effect on the date specified in such notice and (b) for prior periods, IFRS as defined in the first sentence of this definition without giving effect to the proviso thereto (it being understood that, for the avoidance of doubt, upon such election, the Parent may not thereafter elect to use IFRS instead of GAAP). All ratios and computations based on IFRS contained in this Agreement shall be computed in conformity with IFRS (or after an applicable election, in conformity with GAAP).

"Increase Effective Date" has the meaning specified in Section 2.14(c).

"Incremental Amount" has the meaning specified in Section 2.14(a).

"Incremental Arranger" has the meaning specified in Section 2.14(a).

"Incremental Equivalent Debt" has the meaning specified in Section 2.15(a).

"Incremental Equivalent Debt Arranger" has the meaning specified in Section 2.15(a).

"Incremental Equivalent Debt Documents" means, collectively, the indentures, credit agreements, facilities agreements or other similar agreements pursuant to which any Incremental Equivalent Debt is incurred, together with all instruments and other agreements in connection therewith, as amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, but only to the extent permitted under the terms of the Loan Documents.

"Incremental Facility" means an incremental facility contemplated by Section 2.14(a).

"Incur" means, with respect to any Indebtedness, Capital Stock or Lien, to issue, assume, guarantee, incur or otherwise become liable for such Indebtedness, Capital Stock or Lien, as applicable; provided that any Indebtedness, Capital Stock or Lien of a Person existing at the time such Person becomes a Subsidiary (whether by merger, amalgamation, consolidation, acquisition or otherwise) shall be deemed to be Incurred by such Person at the time it becomes a Subsidiary.

"Indebtedness" means, with respect to any Person, without duplication:

(a) the principal of any indebtedness of such Person, whether or not contingent, (i) in respect of borrowed money, (ii) evidenced by bonds, notes, debentures or similar instruments or letters of credit or bankers' acceptances (or, without duplication, reimbursement agreements in respect thereof), (iii) representing the deferred and unpaid purchase price of any property, (iv) in respect of Capitalized Lease Obligations, (v) representing any Swap Contracts or (vi) in connection with the purchase by the Borrowers or any Restricted Subsidiary of any business or assets, any post-closing payment adjustments, earn out, contingent payment or similar obligations to which the seller may become entitled to the extent such payment is determined by a final closing balance sheet or such payment depends on the performance of such business after the closing or is otherwise contingent on the happening (or not happening) of a certain event or events, in each case, if and to the extent that any of the foregoing Indebtedness (other than letters of credit and Swap Contracts) would appear as a liability on a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with IFRS;

(b) to the extent not otherwise included, any guarantee by such Person of the Indebtedness of another Person (other than by endorsement of negotiable instruments for collection in the ordinary course of business);

(c) to the extent not otherwise included, Indebtedness of another Person secured by a Lien on any asset owned by such Person (whether or not such Indebtedness is assumed by such Person); provided, however, that the amount of such Indebtedness will be the lesser of: (a) the Fair Market Value of such asset at such date of determination, and (b) the amount of such Indebtedness of such other Person;

(d) Disqualified Stock;

(e) Preferred Stock;

(f) the face amount of any letter of credit issued for the account of that Person or as to which that Person is otherwise liable for reimbursement of drawings.

The term "Indebtedness" shall not include (x) any lease, concession or license of property (or Guarantee thereof) which would be considered an operating lease under IFRS as in effect on December 31, 2018, (y) any prepayments of deposits received from clients or customers in the ordinary course of business or consistent with past practices, or obligations under any license, permit or other approval (or Guarantees given in respect of such obligations) Incurred prior to the Closing Date or in the ordinary course of business or consistent with past practices or (z) any obligations to make management incentive payments.

Notwithstanding the above provisions, in no event shall the following constitute Indebtedness:

(i) Contingent Obligations Incurred in the ordinary course of business or consistent with past practices;

(ii) [reserved];

(iii) any balance that constitutes a trade payable, accrued expense or similar obligation to a trade creditor, in each case Incurred in the ordinary course of business;

(iv) [reserved];

(v) prepaid or deferred revenue arising in the ordinary course of business;

(vi) Cash Management Services;

(vii) [reserved];

(viii) for the avoidance of doubt, any obligations in respect of workers' compensation claims, early retirement or termination obligations, deferred compensatory or employee or director equity plans, pension fund obligations or contributions or similar claims, obligations or contributions or social security or wage Taxes; or

(ix) Capital Stock (other than Disqualified Stock and Preferred Stock).

"Indemnified Liabilities" has the meaning specified in Section 10.05.

"Indemnified Taxes" means (a) all Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in clause (a), all Other Taxes.

"Indemnitees" has the meaning specified in Section 10.05.

"Independent Financial Advisor" means an accounting, appraisal or investment banking firm or consultant, in each case of nationally recognized standing that is, in the good faith determination of Parent, qualified to perform the task for which it has been engaged.

"Information" has the meaning specified in Section 10.08.

"Initial Term Borrowings" means a borrowing consisting of Initial Term Loans of the same Type and, in the case of SOFR Loans, having the same Interest Period made by each of the Term Lenders pursuant to Section 2.01(a)(i), in each case, on the Closing Date.

"Initial Term Commitments" means, as to each Term Lender, its obligation to make Initial Term Loans to the Borrowers pursuant to Section 2.01(a)(i) in an aggregate principal amount not to exceed the amount set forth opposite such Term Lender's name on Schedule 2.01 under the caption "Initial Term Commitment", as such amount may be adjusted from time to time in accordance with this Agreement. The initial aggregate amount of the Initial Term Commitments is $130,000,000.

"Initial Term Facility" has the meaning specified in the definition of "Term Loan Tranche."

"Initial Term Loans" has the meaning specified in Section 2.01(a)(i).

"Intellectual Property" means (i) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered and (ii) the benefit of all applications and rights to use such assets of each Loan Party (which may now or in the future subsist).

"Intercreditor Agreement" means the Intercreditor Agreement, dated as of the Closing Date, by and among Wilmington Trust (London) Limited as Common Security Agent and the other secured parties thereto, and acknowledged and agreed by Parent, the Borrowers and each Restricted Subsidiary of Parent that becomes party thereto from time to time, substantially in the form of Exhibit E.

"Interest Payment Date" means, (a) as to any Loan other than a Base Rate Loan, the last day of each Interest Period applicable to such Loan and the Maturity Date of the Facility under which such Loan was made; provided, however, that if any Interest Period for a SOFR Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall also be Interest Payment Dates; and (b) as to any Base Rate Loan, the last Business Day of each fiscal quarter and the Maturity Date of the Facility under which such Loan was made (commencing, if applicable, with the date set forth in the Committed Loan Notice delivered on or prior to the Closing Date).

"Interest Period" means, as to each SOFR Loan, the period commencing on the date such SOFR Loan is disbursed or converted to or continued as a SOFR Loan and ending on the date one, three or six months thereafter as the Borrowers may elect; as selected by the Borrowers in a Committed Loan Notice; provided that:

(a) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the immediately preceding Business Day;

(b) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(c) no Interest Period shall extend beyond the scheduled Maturity Date of the Facility under which such Loan was made.

provided, further, that the Interest Period for any Borrowing to be made on the Closing Date (which Interest Period shall commence on the Closing Date) may end on the date set forth in the Committed Loan Notice delivered on or prior to the Closing Date.

"Investment" means, with respect to any Person, (i) all direct or indirect investments by such Person in other Persons (including Affiliates) in the form of (a) loans or guarantees of Indebtedness, (b) advances or capital contributions (excluding accounts receivable, trade credit and advances or other payments made to customers, dealers,

suppliers and distributors and payroll, commission, travel and similar advances to officers, directors, managers, employees consultants and independent contractors made in the ordinary course of business), and (c) purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities issued by any other Person, (ii) investments that are required by IFRS to be classified on the balance sheet of Parent or any Borrower in the same manner as the other investments included in clause (i) of this definition to the extent such transactions involve the transfer of cash or other property and (iii) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such Person; provided that Investments shall not include, in the case of the Borrowers and the Restricted Subsidiaries, any arrangement pursuant to which any Borrower or any Restricted Subsidiary extends credit to a consumer on a "buy now, pay later" basis or any other similar deferred payment arrangement offered to a consumer, in each case, in the ordinary course of business. If the Borrowers or any Restricted Subsidiary sells or otherwise disposes of any Equity Interests of any Restricted Subsidiary, or any Restricted Subsidiary issues any Equity Interests, in either case, such that, after giving effect to any such sale or disposition, such Person is no longer a Subsidiary of Parent, Parent shall be deemed to have made an Investment on the date of any such sale or other disposition equal to the Fair Market Value of the Equity Interests of and all other Investments in such former Restricted Subsidiary retained. In no event shall a guarantee of an operating lease of the Borrowers or any Restricted Subsidiary be deemed an Investment.

The amount of any Investment outstanding at any time (including for purposes of calculating the amount of any Investment outstanding at any time under any provision of Section 7.05 and otherwise determining compliance with Section 7.05) shall be the original cost of such Investment (determined, in the case of any Investment made with assets of the Borrowers or any Restricted Subsidiary, based on the Fair Market Value of the assets invested and without taking into account subsequent increases or decreases in value), reduced by any dividend, distribution, interest payment, return of capital, repayment or other amount received in cash by the Borrowers or a Restricted Subsidiary in respect of such Investment (in each case which is not included in clause (c) of the first paragraph of Section 7.05).

"Investment Grade Rating" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's, BBB- (or the equivalent) by S&P and BBB (or the equivalent) by Fitch, or an equivalent rating by any other "nationally recognized statistical rating organization" within the meaning of Section 3 under the Exchange Act selected by the Borrowers as a replacement agency for Moody's, S&P or Fitch, as the case may be.

"IP Rights" has the meaning specified in Section 5.16.

"IRS" means the United States Internal Revenue Service.

"Joint Venture" means any joint venture or similar arrangement (in each case, regardless of legal formation), including but not limited to collaboration arrangements, profit sharing arrangements or other contractual arrangements, in each case, other than a Subsidiary of Parent.

"JPMorgan" means J.P. Morgan SE.

"Judgment Currency" has the meaning specified in Section 10.23.

"Junior Financing" has the meaning specified in Section 7.05(3).

"Latest Maturity Date" means, at any date of determination, the latest maturity or expiration date applicable to any Term Loan Tranche at such time under this Agreement, in each case as extended in accordance with this Agreement from time to time.

"Laws" means, collectively, all applicable international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority (including all Food and Drug Laws).

"Lead Lender" means Silver Point, in its capacity as sole and exclusive lead lender for the Term Facility.

"Legal Reservations" means:

(a) the principle that equitable remedies may be granted or refused at the discretion of a court, the limitation of enforcement by laws relating to insolvency, bankruptcy, liquidation, reorganization, court schemes, moratoria, administration and other laws generally affecting the rights of creditors and similar principles or limitations under the laws of any applicable jurisdiction;

(b) the time barring of claims under applicable limitation laws (including the Limitation Acts), the possibility that an undertaking to assume liability for or indemnify a person against non-payment of stamp duty may be void and defenses of set-off or counterclaim and similar principles or limitations under the laws of any applicable jurisdiction;

(c) any general principles, reservations or qualifications, in each case as to matters of law as set out in any legal opinion delivered to the Administrative Agent pursuant to this Agreement or delivered in connection with any other provision of any Loan Document;

(d) the principle that any additional interest imposed under any relevant agreement may be held to be unenforceable on the grounds that it is a penalty and thus void;

(e) the principle that in certain circumstances security granted by way of fixed charge may be characterized as a floating charge or that security purported to be constituted by way of an assignment may be recharacterized as a charge;

(f) the principle that a U.S., English, Welsh or Swedish court may not give effect to an indemnity for legal costs incurred by an unsuccessful litigant;

(g) the principle that the creation or purported creation of security over any contract or agreement which is subject to a prohibition against transfer, assignment or charging may be void, ineffective or invalid and may give rise to a breach entitling the contracting party to terminate or take any other action in relation to such contract or agreement;

(h) provisions of a contract being invalid or unenforceable for reasons of oppression or undue influence; and

(i) similar principles, rights and defenses under the laws of any relevant jurisdiction.

"Lender" has the meaning specified in the introductory paragraph to this Agreement.

"Lending Office" means, as to any Lender, the office or offices or branches of such Lender or any of its Affiliates described as such in such Lender's Administrative Questionnaire, or such other office or offices or branches as a Lender or any of its Affiliates may from time to time notify the Borrowers and the Administrative Agent.

"Lien" means, with respect to any asset, any mortgage, lien, pledge, hypothecation, charge, security interest, preference, priority or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, extended retention of title arrangement (*verlängerter Eigentumsvorbehalt*), any lease in the nature thereof, any option or other agreement to sell, or, in case of an extended retention of title arrangement, receivables resulting from the sale arrangement or arrangements having similar effect in respect of goods, or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent or similar statutes) of any jurisdiction); provided that in no event shall an operating lease or an agreement to sell be deemed to constitute a Lien.

"Limitation Acts" means the Limitation Act 1980, the Foreign Limitation Periods Act 1984 and the Prescription and Limitation (Scotland) Act 1973, in each case of the United Kingdom.

"Limited Condition Transaction" means any acquisition or other similar investment, including by way of merger, irrevocable debt repurchase or repayment (including with respect to any debt contemplated or incurred in connection therewith) by the Swedish Borrower or one or more Restricted Subsidiaries whose consummation is not conditioned on the availability of, or on obtaining, third party financing.

"Liquidity" means, at any time of determination, the aggregate amount of (a) Unrestricted Cash held by the Loan Parties at such time and (b) an amount equal to any available undrawn Sustainable Revolving Credit Facility Commitments at such time (which, for the avoidance of doubt, shall include for purposes of such calculation (i) the amount of such Sustainable Revolving Credit Facility Commitments that are not permitted to be drawn as a result of (x) the RCF Draw-Stop or (y) the RCF Draw-Stop Schedule and (ii) without double counting, available undrawn Ancillary Commitments (as such term is defined in the Sustainable Revolving Credit Facility Agreement) to the extent relating to an Ancillary Facility (as such term is defined in the Sustainable Revolving Credit Facility Agreement) which is (x) a committed facility and (y) if subject to a borrowing base, the borrowing base is complied with); provided that, for purposes of this definition of "Liquidity", any member of the Group which is required to become a Loan Party pursuant to clause (c) of the definition of Collateral and Guarantee Requirement within thirty (30) days of the Closing Date shall be deemed to constitute a Loan Party during such thirty (30)-day period. Solely for purposes of clause (b) of this definition of "Liquidity", undrawn Sustainable Revolving Credit Facility Commitments denominated in SEK shall be converted to Dollars at the currency exchange rate of 1SEK to 0.0952381 Dollars.

"Liquidity Condition" means the Liquidity of the Parent and its Restricted Subsidiaries is equal to or greater than $175,000,000.

"Liquidity Report" has the meaning specified in Section 6.02(h).

"Listing Rules" means the Securities Exchange Act of 1934 (or any analogous rules or regulations of any applicable stock exchange in which Parent's voting stock is listed), as from time to time amended.

"Loan" means an extension of credit by a Lender to the Borrowers under Article II in the form of a Term Loan.

"Loan Documents" means, collectively, (i) this Agreement, (ii) the Notes, (iii) each Guaranty, (iv) the Collateral Documents, (v) the Intercreditor Agreement and any intercreditor agreement required to be entered into pursuant to the terms of this Agreement, (vi) any Refinancing Amendment, (vii) any agreement documenting any Incremental Facility and (viii) the Fee Letters (but solely with respect to any provisions therein that survive the Closing Date in accordance with the terms thereof).

"Loan Parties" means, collectively, the Borrowers and each Guarantor.

"Local Facilities" means local lines of credit or working capital facilities incurred by Restricted Subsidiaries organized in China that are not Loan Parties and that are not guaranteed by any Loan Party (or any other Subsidiary of Parent organized outside China) or secured by the assets of any Loan Party (or any other Subsidiary of Parent organized outside China).

"LTIP" has the meaning specified in Section 7.11.

"LTIP Intermediary" has the meaning specified in Section 7.11.

"LTIP Warrants" has the meaning specified in Section 7.11.

"Majority Lenders" of any Tranche shall mean those Non-Defaulting Lenders which would constitute the Required Lenders under, and as defined in, this Agreement if all outstanding Obligations of the other Tranches under this Agreement were repaid in full and all Commitments with respect thereto were terminated.

"Make-Whole Premium" means, with respect to any Initial Term Loans prepaid or repaid prior to the date falling 18 months after the Amendment No. 2 Effective Date, an amount equal to (a) the present value as of the date

of such repayment or prepayment of the amount of interest that would have been paid on the principal amount of the Initial Term Loans being so repaid or prepaid for the period from and including the date of such repayment or prepayment to but excluding the date falling 18 months after the Amendment No. 2 Effective Date (in each case, calculated on the basis of the interest rate with respect to the Initial Term Loans that is in effect on the date of such repayment or prepayment and on the basis of actual days elapsed over a year of three hundred sixty-five (365) days and using a discount rate equal to the Treasury Rate as of such repayment or prepayment date plus 50 basis points) plus (b) 3% of the principal amount of the Initial Term Loan so prepaid or repaid.

"Margin Stock" has the meaning assigned to such term in Regulation U of the FRB as from time to time in effect.

"Market Abuse Regulation" means Regulation (EU) No 596/2014 of the European Parliament and of the Council of the European Union (and equivalent regulations in the United Kingdom).

"Material Adverse Effect" means (a) a material adverse effect on the consolidated business, assets, property, liabilities (actual or contingent), financial condition or results of operations, in each case, of Parent and the Restricted Subsidiaries, taken as a whole, (b) a material adverse effect on the ability of the Loan Parties (taken as a whole) to perform their payment obligations under the Loan Documents or (c) a material adverse effect on the material rights and remedies of the Agents or the Lenders, taken as a whole, under the Loan Documents.

"Material Company" means each of the following: (a) each Loan Party; (b) each direct parent company of a Material Company; (c) any member of the Group whose revenue is equal to or greater than 2.5% of the aggregate consolidated revenue of the Group (excluding in each case members of the Group which cannot or are not required to become Guarantors under the Agreed Security Principles or are Excluded Subsidiaries); and (d) any member of the Group whose assets are equal to or greater than 2.5% of the aggregate consolidated assets of the Group (excluding in each case members of the Group which cannot or are not required to become Guarantors under the Agreed Security Principles or are Excluded Subsidiaries).

"Material Equityholder" has the meaning specified in the definition of "Affiliate".

"Material Jurisdiction" mean, as of any date of determination, any jurisdiction in which (i) aggregate revenues of the Group for the most recent period of four consecutive fiscal quarters ending on or prior to such date exceed 2.5% of the total revenues of the Group for such period or (ii) aggregate assets of the Parent or any of its Subsidiaries incorporated or domiciled in such jurisdiction exceed 2.5% of the total assets of Group.

"Material Intellectual Property" means all Intellectual Property that is material to the business of the Borrowers and their respective Restricted Subsidiaries.

"Material Real Property" means any real property located in the United States and owned in fee by any Loan Party with a Fair Market Value equal to or greater than $5,000,000, as determined on the Closing Date for existing real property and on the date of acquisition for any after-acquired real property, in each case excluding Excluded Property; provided that in no event shall the Fair Market Value of the aggregate amount of real property located in the United States and owned in fee by any Loan Party that does not constitute Material Real Property exceed $10,000,000. [***]

"Maturity Date" means: with respect to the Initial Term Loans, the earliest of (i) April 18 2028, (ii) the date of termination in whole of the Initial Term Commitments, as applicable, pursuant to Section 2.06(a) prior to any Initial Term Borrowing under the applicable Tranche and (iii) the date that the Initial Term Loans are declared due and payable pursuant to Section 8.02; provided that the reference to Maturity Date with respect to Term Loans that are incurred pursuant to Section 2.14 or 2.18 shall, in each case, be the final maturity date as specified in the loan modification documentation, incremental documentation, or specified refinancing documentation, as applicable thereto.

"Maximum DFW and PB Facility Closure Cash Outflow Amount" means, as of any date of determination, an amount equal to the excess of (i) the aggregate amount of the DFW and PB Facility Closure Costs as of such date

over (ii) the aggregate cash consideration received by the Loan Parties for all Dispositions of Dallas-Fort Worth Facility Assets and Peterborough Facility Assets made pursuant to clause (t) of the definition of "Asset Sale" (when aggregated with any cash proceeds received by the Loan Parties during the same period attributable to the return, cancellation or termination of any delivery, order, contract or other agreement relating to the Peterborough Facility and/or the Dallas-Fort Worth Facility) as of such date of determination.

"Maximum Greater China and Singapore Facility Closure Cash Outflow Amount" means, as of any date of determination, an amount equal to the excess of (i) the aggregate amount of the Greater China and Singapore Facility Closure Costs as of such date over (ii) the aggregate cash consideration received by the Group for all Dispositions of Greater China Facility Assets and Singapore Facility Assets made pursuant to clause (z) of the definition of "Asset Sale" (when aggregated with any cash proceeds received by the Group during the same period attributable to the return, cancellation or termination of any delivery, order, contract or other agreement relating to the Greater China Facility and/or the Singapore Facility) as of such date of determination.

"Maximum Incremental Amount Condition" means, with respect to any request made in reliance on this definition under Article II for an increase in any Term Loan Tranche, for a New Term Facility or for the establishment or incurrence of Incremental Equivalent Debt, the requirement that, on a Pro Forma Basis, after giving effect to the incurrence of any such increase (A) if Four Quarter Consolidated EBITDA for the most recently ended Test Period is not greater than $0, the aggregate amount of all loans and commitments under all Incremental Facilities, Incremental Equivalent Debt, the Sustainable Revolving Credit Facility and any other revolving facilities (other than any Local Facilities) incurred or guaranteed by any Loan Party shall not exceed $250,000,000 and (B) if Four Quarter Consolidated EBITDA for the most recently ended Test Period is greater than $0, the aggregate amount of all loans and commitments under the Sustainable Revolving Credit Facility (after giving effect to any incremental loans incurred thereunder), Incremental Equivalent Debt in the form of revolving facilities and any other revolving facilities (other than any Local Facilities) incurred or guaranteed by any Loan Party shall not exceed $250,000,000.

"Maximum Leverage Requirement" means, with respect to any request made in reliance on this definition under Article II for an increase in any Term Loan Tranche, for a New Term Facility or for the establishment or incurrence of Incremental Equivalent Debt, the requirement that, on a Pro Forma Basis, after giving effect to the incurrence of any such increase, such new Facility or such Incremental Equivalent Debt and, in the case of any such facility, assuming the commitments being established under any increase to a Term Loan Tranche or any New Term Facility being concurrently established with any such facility are fully drawn (and, in each case, after giving effect to any acquisition in connection therewith and all other appropriate pro forma adjustment events on a Pro Forma Basis (but without giving effect to the cash proceeds of any such facility then being incurred except to the extent such cash proceeds are being utilized to repay or prepay Indebtedness but without duplication of such repayment or prepayment)), (a) for any such Indebtedness that is secured by the Collateral on a pari passu basis with the Term Loans, the First Lien Net Leverage Ratio, on a Pro Forma Basis, does not exceed 2.00:1.00; (b) for any such Indebtedness that is secured by the Collateral on a junior basis to the Term Loans, the Senior Secured Net Leverage Ratio, on a Pro Forma Basis, does not exceed 2.50:1.00; and (c) for any such Indebtedness that is unsecured, either (1) the Total Net Leverage Ratio, on a Pro Forma Basis does not exceed 3.50:1.00 or (2) the Fixed Charge Coverage Ratio of Parent and its Restricted Subsidiaries (on a consolidated basis), on a Pro Forma Basis is not less than 2.00:1.00; provided that, for the avoidance of doubt, Indebtedness incurred in reliance on this definition of "Maximum Leverage Requirement" (i) that is secured by the Collateral on a pari passu basis with the Term Loans may be incurred only pursuant to Section 2.14 and (ii) that is secured by the Collateral on a junior basis to the Term Loans or that is unsecured may be incurred only pursuant to Section 2.15.

"Maximum Rate" has the meaning specified in Section 10.10.

[***]

"Minimum Europe & International EBITDA Covenant Testing Period" means (i) initially, the period commencing on the Amendment No. 2 Effective Date and ending on the first date thereafter for which Four Quarter Consolidated EBITDA for two consecutive Test Periods ending after the Amendment No. 2 Effective Date is equal to or greater than zero, and (ii) each period thereafter, commencing on the date (each a "Reference Date") for which Four Quarter Consolidated EBITDA for two consecutive Test Periods ending on or prior to such date is less than zero and

ending on first date thereafter for which Four Quarter Consolidated EBITDA for two consecutive Test Periods ending after such Reference Date is equal to or greater than zero.

"Minimum Tender Condition" has the meaning specified in Section 2.19(b).

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Mortgage" means any mortgage, deed of trust or equivalent document executed or required herein to be executed by any Loan Party and granting a security interest over Material Real Property in favor of the Security Agent as security for the Obligations ; provided, however, in the event such Material Real Property is located in a jurisdiction which imposes mortgage recording tax, intangibles tax, documentary tax or similar recording fees or taxes, the Security Agent (acting upon the Administrative Agent's instructions) will cooperate with the Swedish Borrower or the applicable Loan Party in order to minimize or eliminate, as applicable, the amount of tax payable in connection with such Mortgage as permitted by, and in accordance with, applicable law, including limiting the amount secured by the applicable Mortgage to an amount not to exceed the Fair Market Value of such Material Real Property if such limitation results in such taxes or similar fees being calculated based upon such Fair Market Value; and provided further, that the Mortgage shall not secure any Obligations in respect of letters of credit or revolving credit facilities in those jurisdictions that impose a mortgage tax on paydowns or re-advances applicable thereto.

"Mortgage Policies" has the meaning specified in the defined term "Collateral and Guarantee Requirement".

"Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA, to which any Loan Party or any ERISA Affiliate makes or is obligated to make contributions.

"Nativus" means Nativus Company Ltd, a private company limited by shares established under the Laws of Hong Kong.

"Net Cash Proceeds" means:

(a) with respect to the Disposition of any asset by Parent, the Borrowers or any of the Restricted Subsidiaries of Parent (other than any Disposition of any Receivables Assets in a Qualified Receivables Factoring or Qualified Receivables Financing), the excess, if any, of (i) the sum of cash and Cash Equivalents received in connection with such Disposition (including any cash or Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received and including any proceeds received as a result of unwinding any related Swap Contract in connection with such related transaction) over (ii) the sum of:

(A) the principal amount of any indebtedness that is secured by a Lien on the asset subject to such Disposition and that is required to be repaid in connection with such Disposition (other than (1) Indebtedness under the Loan Documents, (2) Indebtedness under the Sustainable Revolving Credit Facility Agreement, (3) Indebtedness permitted under Section 7.01(kk) and (4) if such asset constitutes Collateral, any Indebtedness secured by such asset with a Lien ranking *pari passu* with or junior to the Lien securing the Obligations), together with any applicable premiums, penalties, interest or breakage costs,

(B) the fees and out-of-pocket expenses incurred by the Borrowers or such Restricted Subsidiary in connection with such Disposition (including attorneys' fees, accountants' fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer Taxes, deed or mortgage recording Taxes, other customary expenses and brokerage, consultant and other customary fees actually incurred in connection therewith),

(C) all Taxes paid or reasonably estimated to be payable in connection with such Disposition (or any tax distribution the Borrowers or any Restricted Subsidiary may be required to make as a result of such Disposition) and any repatriation costs associated with receipt or distribution by the applicable taxpayer of such proceeds,

(D) any costs associated with unwinding any related Swap Contract in connection with such transaction,

(E) any reserve for adjustment in respect of (x) the sale price of the property that is the subject of such Disposition established in accordance with IFRS and (y) any liabilities associated with such property and retained by Parent, the Borrowers or any of the Restricted Subsidiaries of Parent after such Disposition, including pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction, and it being understood that "Net Cash Proceeds" shall include, without limitation, any cash or Cash Equivalents (i) received upon the Disposition of any non-cash consideration received by the Borrowers or any of the Restricted Subsidiaries of Parent in any such Disposition and (ii) upon the reversal (without the satisfaction of any applicable liabilities in cash in a corresponding amount) of any reserve described in this clause (E), and

(F) in the case of any Disposition by a Restricted Subsidiary that is a Joint Venture or other non-Wholly Owned Restricted Subsidiary, the pro rata portion of the Net Cash Proceeds thereof (calculated without regard to this clause (F)) attributable to the minority interests and not available for distribution to or for the account of Parent or a Wholly Owned Restricted Subsidiary as a result thereof; and

(b) with respect to the incurrence or issuance of any indebtedness by Parent, the Borrowers or any of the Restricted Subsidiaries of Parent, the excess, if any, of (i) the sum of the cash received in connection with such incurrence or issuance and in connection with unwinding any related Swap Contract in connection therewith over (ii) the investment banking fees, underwriting discounts and commissions, premiums, expenses, accrued interest and fees related thereto, taxes reasonably estimated to be payable and other out-of-pocket expenses and other customary expenses, incurred by Parent, the Borrowers or such Restricted Subsidiary in connection with such incurrence or issuance and any costs associated with unwinding any related Swap Contract in connection therewith and deductions in respect of withholding taxes that are or would otherwise be payable in cash if such funds were repatriated to the applicable jurisdiction.

"Net Income" means, with respect to any Person, the net income (loss) of such Person, determined in accordance with IFRS.

"New Company Injections" means

(i) with respect to any EBITDA Based Finance Covenant Equity Cure for any First Relevant Test Period, the aggregate amount contributed to Parent by the shareholders of Parent by way of (x) cash common equity or (y) shareholder debt made to Parent which constitute a Subordinated Financing and are subordinated to the Term Facility pursuant to the Intercreditor Agreement as Subordinated Liabilities or otherwise on terms satisfactory to the Required Lenders or otherwise satisfactory to the Required Lenders, after the end of such First Relevant Test Period and prior to the applicable EBITDA Based Financial Covenant Cure Expiration Date; and

(ii) with respect to any Liquidity Covenant Equity Cure, the aggregate amount contributed to Parent by the shareholders of Parent by way of (x) cash common equity or (y) shareholder debt made to Parent which constitute a Subordinated Financing and are subordinated to the Term Facility pursuant to the Intercreditor Agreement as Subordinated Liabilities or otherwise on terms satisfactory to the Required Lenders or otherwise satisfactory to the Required Lenders, after the date of the applicable breach and prior to the applicable Liquidity Covenant Cure Expiration Date;

in either case excluding any Excluded Equity, Excluded Contributions or any other cash proceeds relating to the issuance of any Equity Interests of the Parent, any Borrower or any of their Restricted Subsidiaries that function to augment or build capacity to incur any Indebtedness or make any Restricted Payment hereunder.

"New Loan Commitments" has the meaning specified in Section 2.14(a).

"New Product Launch" means that certain product launch that the Group contemplated in 2024 referred to in written communication from the Company to the Lenders on December 23, 2024.

"New Term Commitment" has the meaning specified in Section 2.14(a).

"New Term Facility" has the meaning specified in Section 2.14(a).

"New Term Loan" has the meaning specified in Section 2.14(a).

"Non-Core Asset" means any asset which is (a) acquired after the Closing Date from an unaffiliated third party in connection with an acquisition, a Permitted Investment or a Restricted Investment permitted pursuant to Section 7.05 and (b) not material to the on-going operation of the business that was acquired pursuant to such acquisition, Permitted Investment or Restricted Investment, as applicable, or the business of the Parent and its Restricted Subsidiaries (taken as a whole).

"Non-Defaulting Lender" means any Lender other than a Defaulting Lender.

"Non-Loan Party" means any Subsidiary of Parent that is not a Loan Party.

"Non-U.S. Recipient" has the meaning specified in Section 3.01(g)(ii)(C).

"Note" means a Term Note.

"NPL" means the National Priorities List under CERCLA.

"NYFRB" means the Federal Reserve Bank of New York.

"NYFRB Rate" means, for any day, the greater of (a) the Federal Funds Rate in effect on such day and (b) the Overnight Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); *provided* that if none of such rates are published for any day that is a Business Day, the term "NYFRB Rate" means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; *provided*, *further*, that if any of the aforesaid rates as so determined is less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"NYFRB's Website" means the website of the NYFRB at http://www.newyorkfed.org, or any successor source.

"Obligations" means all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan (including the Prepayment Premium), in each case whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding; provided that the Obligations with respect to any Guarantor shall not include Excluded Swap Obligations of such Guarantor. Without limiting the generality of the foregoing, the Obligations of the Loan Parties under the Loan Documents include (a) the obligation to pay principal, interest, charges, expenses, fees, indemnities and other amounts payable by any Loan Party under any Loan Document and (b) the obligation of any Loan Party to reimburse any amount in respect of any of the foregoing pursuant to Section 10.04.

"Oatly Ma'anshan Facility" means the production facility located in the Anhui Province in the People's Republic of China and operated by Oatly Food Co. Ltd.

"OID" means original issue discount.

"Organization Documents" means (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction), (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating or limited liability company agreement or articles of association (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction), and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture, trust or other applicable agreement of formation

or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are both (i) imposed with respect to an assignment (other than an assignment made pursuant to Section 3.08, unless the Lender is a Defaulting Lender) and (ii) Other Connection Taxes.

"Outstanding Amount" means with respect to the Term Loans on any date, the aggregate outstanding principal Dollar Amount thereof after giving effect to any borrowings and prepayments or repayments of the Term Loans occurring on such date.

"Overnight Rate" means, for any day, the rate comprised of both overnight federal funds and overnight eurodollar transactions denominated in Dollars by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on the NYFRB's Website from time to time, and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

"Parent" has the meaning specified in the introductory paragraph to this Agreement.

"Participant" has the meaning specified in Section 10.07(d).

"Participant Register" has the meaning specified in Section 10.07(k).

"Participating Member State" means each state so described in any EMU Legislation.

"PATRIOT Act" has the meaning specified in Section 10.22.

"Payment" has the meaning specified in Section 9.16(a).

"Payment Notice" has the meaning specified in Section 9.16(b).

"PBGC" means the Pension Benefit Guaranty Corporation.

"Pension Funding Rules" means the rules of the Code and ERISA regarding minimum required contributions (including any installment payment thereof) to Plans and set forth in Section 412, 430, 431, 432 and 436 of the Code and Sections 302, 303, 304 and 305 of ERISA.

"Perfection Exceptions" means, with respect to (a) assets located in the United States, that no Loan Party shall be required to (i) perfect a security interest to the extent the cost, burden, difficulty or consequence of perfecting a security interest therein outweighs the benefit of the security afforded thereby as reasonably agreed by the Required Lenders and Swedish Borrower in their reasonable judgment, or (ii) send notices to account debtors or other contractual third-parties prior to an Event of Default, and (b) assets not located in the United States, no Loan Party shall be required to take any actions contrary to the Agreed Security Principles

"Perfection Requirements" means the making or the procuring of the appropriate registrations, filings, endorsements, notarization, ratifications, stampings and/or notifications/acceptance of the Collateral Documents and/or the security interests created thereunder (including any such action contemplated by any legal opinion delivered

under or in connection with any Loan Document) and any other actions or steps necessary in any jurisdiction or under any laws or regulations in order to create or perfect the Collateral and/or the security interests created thereunder or to achieve the relative priority expressed therein, in each case, subject to the Perfection Exceptions and, solely with respect to Loan Parties not organized in the United States or assets not located in the United States, the Agreed Security Principles.

"Permits" means approvals, permits, accreditations, certifications, authorizations, registrations, franchises, certificates and licenses issued by Governmental Authorities to authorize specific conduct by a regulated Person, including accreditations and certifications issued by third-party accreditation agencies.

"Permitted Debt" has the meaning specified in Section 7.01.

"Permitted Debt Exchange" has the meaning specified in Section 2.19(a).

"Permitted Debt Exchange Notes" means Indebtedness in the form of unsecured, first lien, second lien or other junior lien notes; provided that such Indebtedness (i) satisfies the Permitted Other Debt Conditions, (ii) does not mature prior to the Latest Maturity Date of the Term Loans at the time of such exchange, (iii) such Indebtedness is not at any time guaranteed by any Person other than Guarantors, and (iv) to the extent secured, such Indebtedness is not secured by property which is not Collateral that secured the Term Loans being exchanged for such Indebtedness (and on a first lien "equal and ratable" or junior basis with the Liens securing such Term Loans) and the Liens on Collateral securing such Indebtedness shall be subject to the Intercreditor Agreement and the security agreements governing such Liens shall be substantially the same as of the Collateral Documents (with such differences as are reasonably acceptable to the Administrative Agent).

"Permitted Debt Exchange Offer" has the meaning specified in Section 2.19(a).

"Permitted Holder" means each of (a) Verlinvest, (b) China Resources and (c) Nativus, provided that Nativus shall be a Permitted Holder solely to the extent that Verlinvest and China Resources, collectively, own at least a majority of the outstanding Equity Interests of Nativus.

"Permitted Investments" means:

(1) any Investment in cash and Cash Equivalents and Investments that were Cash Equivalents when made;

(2) any Investment in any Borrower or any Subsidiary Guarantor;

(3) [reserved];

(4) [reserved];

(5) any Investment in securities or other assets received in connection with, or otherwise consisting of, an Asset Sale made pursuant to Section 7.04 or any other Disposition of assets not constituting an Asset Sale;

(6) [reserved];

(7) loans, guarantees, promissory notes or advances to future, present or former officers, directors, members of management, employees, independent contractors and consultants of Parent or any of the Subsidiaries, taken together with all other Investments made pursuant to this clause (7) that are at outstanding at the time of such Investment, not to exceed 1.0% of Four Quarter Consolidated EBITDA;

(8) Investments in prepaid expenses, negotiable instruments held for collection and lease, utility and workers compensation, performance and similar deposits entered into as a result of the operations of the business in the ordinary course of business;

(9) any Investment (x) acquired by the Borrowers or any of the Restricted Subsidiaries of Parent (a) in exchange for any other Investment or accounts receivable held by the Borrowers or any such Restricted Subsidiary in connection with or as a result of a bankruptcy, workout, reorganization or recapitalization of the Borrowers or any such Restricted Subsidiary of such other Investment or accounts receivable, or (b) as a result of a foreclosure or other remedial action by the Borrowers or any of the Restricted Subsidiaries of Parent with respect to any Investment or other transfer of title with respect to any Investment in default and (y) received in compromise or resolution of (A) obligations of trade creditors or customers that were incurred in the ordinary course of business of the Borrowers or any Restricted Subsidiary, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer, or (B) litigation, arbitration or other disputes;

(10) Swap Contracts and cash management services permitted under Section 7.01, including any payments in connection with the termination thereof;

(11) any Investment by Parent or any Restricted Subsidiary in a Person if, as a result of, or following, such Investment (a) such Person is or becomes a Restricted Subsidiary or (b) such Person, in one transaction or a series of related transactions, is merged, consolidated or amalgamated with or into, or transfers or conveys all or substantially all of its assets to, or is liquidated into, Parent or a Restricted Subsidiary (and any Investment held by such Person that was not acquired by such Person in contemplation of so becoming a Restricted Subsidiary or in contemplation of such merger, consolidation, amalgamation, transfer, conveyance or liquidation)); provided that (i)(A)(1) Parent shall be in compliance with the Liquidity Condition on a Pro Forma Basis and (2) such Investment shall be funded by cash equity contributions to the Parent from its equityholders (other than proceeds of the Convertible Bonds or Excluded Equity) or (B) the Total Net Leverage Ratio, on a Pro Forma Basis does not exceed 3.50:1.00, (ii)(A) in the case on an Investment that is a Limited Condition Transaction, (x) there is no Event of Default as of the date the definitive acquisition agreement for such Investment is entered into and (y) there is no Specified Event of Default at the time of consummation of such Investment or (B) in the case on an Investment that is not a Limited Condition Transaction, there shall be no Event of Default at the time of the consummation of the relevant Investment and (iii) such Person is engaged in a Similar Business; provided further that the aggregate amount of such Investments in (i) persons that do not become Loan Parties and (ii) assets that are not owned by Loan Parties shall not exceed in aggregate 7.5% of Four Quarter Consolidated EBITDA;

(12) additional Investments by the Borrowers or any of the Restricted Subsidiaries of Parent in an aggregate amount, taken together with all other Investments made pursuant to this clause (12) that are at the time outstanding, not to exceed 20.0% of Four Quarter Consolidated EBITDA; provided, however, that if any Investment pursuant to this clause (12) is made in any Person that is not a Subsidiary Guarantor at the date of the making of such Investment and such Person becomes a Subsidiary Guarantor after such date, such Investment shall thereafter be deemed to have been made pursuant to clause (2) above and shall cease to have been made pursuant to this clause (12) for so long as such Person continues to be a Subsidiary Guarantor;

(13) any transaction to the extent it constitutes an Investment that is permitted and made in accordance with the provisions of Section 6.18(b) (except transactions described in clause (1), (2), (3), (4), (5), (6), (7), (8), (9), (10), (12), (13), (14), (15), (27), (28), (29) or (31));

(14) Investments the payment for which consists of Equity Interests (other than Excluded Equity) of Parent or any direct or indirect parent of Parent, as applicable; provided, however, that such Equity Interests will not increase the amount available for Restricted Payments under clause (c) of the first paragraph of Section 7.05 or otherwise be utilized pursuant to any other basket in this Agreement to the extent utilized pursuant to this clause (14);

(15) Investments (but not Dispositions) consisting of the leasing, licensing, sublicensing or contribution of intellectual property (other than Material Intellectual Property) in the ordinary course of business or pursuant to joint marketing arrangements with other Persons;

(16) Investments (but not Dispositions) consisting of purchases or acquisitions of inventory, supplies, materials and equipment or purchases, acquisitions, licenses, sublicenses or leases or subleases of intellectual property, or other rights or assets, in each case in the ordinary course of business; provided that any such Investment consisting of an exclusive licensing of Material Intellectual Property pursuant to this clause (16) must be made in a jurisdiction

that (i) is not located in Europe or North America and (ii) is not a jurisdiction in which the Group conducts business as of the Closing Date;

(17) [reserved];

(18) Investments of a Restricted Subsidiary acquired after the Closing Date or of an entity merged into or amalgamated or consolidated with a Restricted Subsidiary in a transaction that is not prohibited by Section 7.03 after the Closing Date to the extent that such Investments were not made in contemplation of such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation;

(19) to the extent constituting an Investment, Indebtedness incurred under Section 7.01(y);

(20) guarantees of Indebtedness permitted to be incurred under Section 7.01 and obligations relating to such Indebtedness and guarantees (other than guarantees of Indebtedness) in the ordinary course of business, in each case, other than in respect of Indebtedness or obligations of Subsidiaries that are not Loan Parties;

(21) advances, loans or extensions of trade credit and other vendor financing in the ordinary course of business by the Borrowers or any of the Restricted Subsidiaries;

(22) Investments consisting of purchases and acquisitions of assets or services in the ordinary course of business;

(23) Investments in the ordinary course of business consisting of Uniform Commercial Code Article 3 endorsements for collection or deposit and Uniform Commercial Code Article 4 customary trade arrangements with customers;

(24) [reserved];

(25) Investments in Indebtedness of Parent or any of its Restricted Subsidiaries that are Loan Parties; provided that (i) an Investment in Junior Financing will be treated as a repayment thereof for purposes of compliance with the covenant described in clause (3) of the first paragraph of Section 7.05 and such Investment will be permitted only to the extent a repayment of such Junior Financing would be permitted at the time of such Investment by another provision of 7.05 and (ii) this clause (25) shall not permit purchases of Convertible Bonds;

(26) any Investment in order to comply with the requirement of section 7f of the German Social Security Code Part IV (*Sozialgesetzbuch IV*) or section 4 of the German Act for the Improvement of Occupational Pension Schemes (*Gesetz zur Verbesserung der betrieblichen Altersversorgung*);

(27) accounts receivable, security deposits and prepayments and other credits granted or made in the ordinary course of business and any Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors and others, including in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with or judgments against, such account debtors and others, in each case in the ordinary course of business;

(28) Investments acquired as a result of a foreclosure by the Borrowers or any Restricted Subsidiary with respect to any secured Investments or other transfer of title with respect to any secured Investment in default;

(29) Investments resulting from pledges and deposits that are Liens permitted hereunder;

(30) acquisitions of obligations of one or more officers or other employees of any direct or indirect parent of the Borrowers or any Subsidiary of Parent in connection with such officer's or employee's acquisition of Equity Interests of any direct or indirect parent of the Borrowers, so long as no cash is actually advanced by the Borrowers or any Restricted Subsidiary to such officers or employees in connection with the acquisition of any such obligations;

(31) Guarantees of operating leases (for the avoidance of doubt, excluding Capitalized Lease Obligations) or of other obligations that do not constitute Indebtedness, in each case, entered into by the Borrowers or any Restricted Subsidiary in the ordinary course of business;

(32) Investments consisting of the redemption, purchase, repurchase or retirement of any Equity Interests permitted by another provision of Section 7.05;

(33) [reserved];

(34) [reserved];

(35) Investments made in the ordinary course of business in connection with obtaining, maintaining or renewing client and customer contracts and loans or advances made to, and guarantees with respect to obligations of, distributors, suppliers, licensors and licensees in the ordinary course of business;

(36) the transfer by the Parent of the receivable that Parent has against Oatly Hong Kong Holding Limited (reg. no. 1558549) to the Swedish Borrower by way of unconditional shareholder's contribution;

(37) Guarantee obligations of Parent or any Restricted Subsidiary in respect of letters of support, guarantees or similar obligations issued, made or incurred for the benefit of any Subsidiary of Parent to the extent required by law or in connection with any statutory filing or the delivery of audit opinions performed in applicable jurisdictions;

(38) Investments of the Borrowers and their Restricted Subsidiaries existing on the Closing Date and set forth on Schedule 7.05 or any Investment that replaces, refinances, refunds, renews or extends any Investment set forth on Schedule 7.05; provided that any such Investment is in an amount that does not exceed the amount replaced, refinanced, refunded, renewed or extended, except as contemplated pursuant to the terms of such Investment in existence on the Closing Date or as otherwise permitted under this definition or otherwise under Section 7.05; and

(39) any Investment made into Oatly Hong Kong Holding Limited, Oatly Shanghai Co Ltd and/or Oatly Hainan Trading Co Ltd; provided that (i) that the aggregate amount of Investments made pursuant to this clause (39) during the period beginning on January 1, 2024 and ending on December 31, 2024 shall not exceed an aggregate amount, together with the aggregate amount funded under any Local Facility incurred after the Closing Date from time to time, not to exceed (i), of [***], and (ii) the aggregate amount of Investments made pursuant to this clause (39) in any calendar year, commencing with the calendar year beginning January 1, 2025, shall not exceed [***] per calendar year.

"Permitted Liens" means, with respect to any Person:

(1) Liens incurred in connection with workers' compensation laws, unemployment insurance laws or similar legislation, or in connection with bids, tenders, contracts (other than for the payment of Indebtedness) or leases to which such Person is a party, or to secure public or statutory obligations of such Person or to secure surety, stay, customs or appeal bonds to which such Person is a party, or as security for contested Taxes or import duties or for the payment of rent, in each case Incurred in the ordinary course of business;

(2) Liens imposed by law, such as carriers', warehousemen's, landlords', materialmen's, repairman's, construction contractors', mechanics' or other like Liens, in each case for sums not yet overdue by more than 60 days or being contested in good faith by appropriate proceedings or other Liens arising out of judgments or awards against such Person with respect to which such Person shall then be proceeding with an appeal or other proceedings for review (or which, if due and payable, are being contested in good faith by appropriate proceedings and for which adequate reserves are being maintained, to the extent required by IFRS) or with respect to which the failure to make payment would not reasonably be expected to have a Material Adverse Effect as determined in good faith by management of the Swedish Borrower or indirect parent of the Swedish Borrower;

(3) Liens for Taxes (i) which are not yet due or payable, (ii) which are being contested in good faith by appropriate proceedings and for which adequate reserves are being maintained to the extent required by IFRS (or in accordance with other applicable generally accepted Accounting Principles) or for property Taxes on property such Person or one of its Subsidiaries has determined to abandon if the sole recourse for such Tax is to such property or (iii) with respect to which the failure to make payment would not reasonably be expected to have a Material Adverse Effect as determined in good faith by management of the Swedish Borrower;

(4) Liens in favor of the issuers of performance and surety bonds, bid, indemnity, warranty, release, appeal or similar bonds or with respect to regulatory requirements or letters of credit, bank guarantees or other similar documentary credits and similar instruments or bankers' acceptances issued and completion of guarantees provided for, in each case, pursuant to the request of and for the account of such Person in the ordinary course of its business;

(5) survey exceptions, encumbrances, ground leases, easements or reservations of, or rights of others for, licenses, rights-of-way, servitudes, sewers, electric lines, drains, telegraph and telephone and cable television lines, gas and oil pipelines and other similar purposes, or zoning, building codes or other restrictions (including, without limitation, minor defects or irregularities in title and similar encumbrances) as to the use of real properties or Liens incidental to the conduct of the business of such Person or to the ownership of its properties which do not in the aggregate materially adversely interfere with the ordinary conduct of the business of such Person;

(6) (i) Liens incurred to secure Obligations in respect of Indebtedness permitted to be incurred pursuant to Section 7.01(a)(x) and (ii) Liens incurred to secure Obligations in respect of Indebtedness permitted to be incurred pursuant to Section 7.01(f); provided that, in the case of this clause (ii), such Lien extends only to the assets and/or Capital Stock the acquisition, lease, construction, repair, replacement or improvement of which is financed thereby and any replacements, additions and accessions thereto and any income or profits thereof, provided that individual financings provided by a lender may be cross collateralized to other financings provided by such lender or its affiliates;

(7) (i) Liens of the Borrowers or any of the Guarantors existing on the Closing Date and, in the case of any Lien securing Indebtedness for borrowed money, listed on Schedule 7.02 and any modifications, replacements, renewals or extensions thereof; provided that the Lien does not extend to any additional property other than (A) after-acquired property that is affixed or incorporated into the property covered by such Lien or (B) proceeds and products thereof; provided that individual financings provided by a lender may be cross collateralized to other financings provided by such lender or its affiliates and (ii) the modification, replacement, renewal, extension or refinancing of the obligations secured or benefited by such Liens (if such obligations constitute Permitted Debt);

(8) Liens on assets of, or Equity Interests (other than Equity Interests in any Subsidiary that is required to become a Guarantor pursuant to this Agreement) in, a Person at the time such Person becomes a Subsidiary; provided, however, that such Liens are not created or incurred in connection with, or in contemplation of, such other Person becoming such a Subsidiary; provided, further, that such Liens are limited to all or a portion of the property or assets (and improvements on such property or assets) that secured (or, under the written arrangements under which the Liens arose, could secure) the obligations to which such Liens relate; provided, further, that for purposes of this clause (8), if a Person becomes a Subsidiary, any Subsidiary of such Person shall be deemed to become a Subsidiary of the Borrowers, and any property or assets of such Person or any Subsidiary of such Person shall be deemed acquired by the Borrowers at the time of such merger, amalgamation or consolidation;

(9) Liens on assets at the time the Borrowers or any Restricted Subsidiary acquired the assets, including any acquisition by means of a merger, amalgamation or consolidation with or into such Borrower or such Restricted Subsidiary; provided, however, that such Liens are not created or Incurred in connection with, or in contemplation of, such acquisition; provided, further, that such Liens are limited to all or a portion of the property or assets (and improvements on such property or assets) that secured (or, under the written arrangements under which the Liens arose, could secure) the obligations to which such Liens relate; provided, further, that for purposes of this clause (9), if, in connection with an acquisition by means of a merger, amalgamation or consolidation with or into the Borrowers or any Restricted Subsidiary, a Person other than a Borrower or Restricted Subsidiary is the successor company with respect thereto, any Subsidiary of such Person shall be deemed to become a Subsidiary of such Borrower or such Restricted Subsidiary, as applicable, and any property or assets of such Person or any such Subsidiary of such Person shall be deemed acquired by such Borrower or such Restricted Subsidiary, as the case may be, at the time of such merger, amalgamation or consolidation;

(10) Liens securing Indebtedness or other obligations of a Borrower or a Subsidiary Guarantor owing to another Borrower or another Subsidiary Guarantor permitted to be incurred in accordance with Section 7.01;

(11) Liens securing Swap Contracts incurred in accordance with Section 7.01 either (x) on cash and Cash Equivalents or (y) limited to the Collateral and for which the relevant obligations are subject to the Intercreditor Agreement;

(12) Liens on specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances or letters of credit, bank guarantees or other similar documentary credits and similar instruments entered into in the ordinary course of business issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(13) leases, subleases, licenses, sublicenses, occupancy agreements or assignments of or in respect of real or personal property in the ordinary course of business;

(14) Liens arising from, or from Uniform Commercial Code financing statement filings regarding, operating leases or consignments entered into by the Borrowers and the Guarantors in the ordinary course of business;

(15) Liens in favor of the Borrowers or any Subsidiary Guarantor;

(16) Liens on Receivables Assets and related assets sold, conveyed, assigned or otherwise transferred or purported to be sold, conveyed, assigned or otherwise transferred pursuant to a Qualified Receivables Factoring and/or Qualified Receivables Financing permitted under Section 7.01(x);

(17) deposits made or other security provided in the ordinary course of business to secure liability to insurance carriers or under self-insurance arrangements in respect of such obligations;

(18) any interest or title of a lessor, sublessor, licensor or sublicensor under any lease, sublease, license or sublicense of real property not prohibited hereunder or any Liens on such interest or title of such lessor, sublessor, licensor or sublicensor;

(19) grants of intellectual property, software and other non-exclusive technology licenses in the ordinary course of business;

(20) judgment and attachment Liens not giving rise to an Event of Default pursuant to Section 8.01(f), (g) or (h) and notices of *lis pendens* and associated rights related to litigation being contested in good faith by appropriate proceedings and for which adequate reserves have been made;

(21) Liens arising out of conditional sale, title retention (including any extended retention of title (*verlängerter Eigentumsvorbehalt*)), consignment or similar arrangements for the sale of goods entered into in the ordinary course of business;

(22) Liens on cash and Cash Equivalents incurred to secure Cash Management Services and other "bank products" (including those described in Section 7.01(l) and (y));

(23) Liens to secure any refinancing, refunding, extension, renewal or replacement (or successive refinancings, refundings, extensions, renewals or replacements) as a whole, or in part, of any Indebtedness secured by any Lien referred to in the foregoing clause (7), (8) or (9), or succeeding clause (24) or (25) of this definition; provided, however, that (w) the relative priority of such new Lien shall be the same or junior to that of the original Lien, (x) such new Lien shall be limited to all or part of the same property that secured (or, under the written arrangements under which the original Lien arose, could secure) the original Lien (plus any replacements, additions, accessions and improvements on such property), (y) the Indebtedness secured by such Lien at such time is not increased to any amount greater than the sum of (A) the outstanding principal amount or, if greater, committed amount of the Indebtedness described under clause (7), (8), (9), (24) or (25) of this definition at the time the original Lien became a Permitted Lien, and (B) an amount necessary to pay any fees and expenses, including unpaid accrued interest and the aggregate

amount of premiums (including tender premiums), and underwriting discounts, defeasance costs and fees and expenses in connection therewith, related to such refinancing, refunding, extension, renewal or replacement and (z) any amounts incurred under this clause (23) as a refinancing indebtedness of clause (25) of this definition hereunder shall reduce the amount available under such clause (25);

(24) Liens on Collateral securing Indebtedness permitted to be Incurred pursuant to Section 7.01 if at the time of any Incurrence of such Indebtedness and after giving *pro forma* effect thereto the Senior Secured Net Leverage Ratio would not exceed 2.50:1.00; provided that such Indebtedness is secured by a Lien on the Collateral on a "junior" basis to the Liens securing the Obligations and is subject at all times to the Intercreditor Agreement;

(25) other Liens securing obligations the principal amount of which does not exceed the greater of (x) $10,000,000 and (y) 10.0% of Four Quarter Consolidated EBITDA at the time of incurrence of Indebtedness secured by such Lien; provided that if such Liens encumber any of the Collateral, such Liens shall be Liens ranking junior in Lien priority to the Liens securing the Obligations;

(26) Liens on the Equity Interests or assets of a Joint Venture to secure Indebtedness of such Joint Venture Incurred pursuant to Section 7.01(ee);

(27) [reserved];

(28) Liens on cash and Cash Equivalents in favor of the issuers of letters of credit, bank guarantees or other similar documentary credits and similar instruments incurred pursuant to Section 7.01(cc);

(29) [reserved];

(30) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation and exportation of goods in the ordinary course of business;

(31) Liens (i) of a collection bank arising under Section 4-210 of the Uniform Commercial Code, or any comparable or successor provision, on items in the course of collection; (ii) attaching to pooling, commodity trading accounts or other commodity brokerage accounts incurred in the ordinary course of business; and (iii) in favor of banking or other financial institutions or entities, or electronic payment service providers, arising as a matter of law encumbering deposits (including the right of set-off) and which are within the general parameters customary in the banking or finance industry;

(32) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks or other Persons not given in connection with the issuance of Indebtedness; (ii) relating to pooled deposit or sweep accounts of the Borrowers or any Guarantor to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Borrowers and the Guarantors; or (iii) relating to purchase orders and other agreements entered into with customers of the Borrowers or any Guarantor in the ordinary course of business;

(33) any encumbrance or restriction (including put and call arrangements) with respect to capital stock of any Joint Venture or similar arrangement pursuant to any Joint Venture or similar agreement;

(34) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(35) Liens on vehicles or equipment of the Borrowers or any Guarantor granted in the ordinary course of business;

(36) [reserved];

(37) (i) mortgages, liens, security interests, restrictions, encumbrances, ground leases or any other matters of record that have been placed by any developer, landlord or other third party on real property over which a Loan Party or any Restricted Subsidiary solely has easement rights, together with subordination or similar agreements

relating thereto, and (ii) any pending condemnation or eminent domain proceedings affecting any real property for which a Loan Party has received notice;

(38) Liens arising solely by virtue of any statutory or common law provision or customary business provision relating to banker's liens, rights of set-off or similar rights;

(39) (a) Liens solely on any cash earnest money deposits made by the Borrowers or any Restricted Subsidiary in connection with any letter of intent or other agreement in respect of any Permitted Investment and (b) Liens on advances of cash or Cash Equivalents in favor of the seller of any property to be acquired in a Permitted Investment to be applied against the purchase price for such Investment;

(40) the prior rights of consignees and their lenders under consignment arrangements entered into in the ordinary course of business;

(41) Liens on securities that are the subject of repurchase agreements constituting Cash Equivalents under clause (4) of the definition thereof;

(42) Liens encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business and not for speculative purposes;

(43) rights reserved or vested in any Person by the terms of any lease, license, franchise, grant or permit held by the Borrowers or any of its Restricted Subsidiaries or by a statutory provision, to terminate any such lease, license, franchise, grant or permit, or to require annual or periodic payments as a condition to the continuance thereof;

(44) restrictive covenants affecting the use to which real property may be put; provided that such covenants are complied with;

(45) security given to a public utility or any municipality or governmental authority when required by such utility or authority in connection with the operations of that Person in the ordinary course of business;

(46) zoning by-laws and other land use restrictions, including, without limitation, site plan agreements, development agreements and contract zoning agreements;

(47) Liens on property constituting Collateral securing obligations issued or incurred under (i) any Refinancing Notes and the Refinancing Note Indentures related thereto, and (ii) any Incremental Equivalent Debt and the Incremental Equivalent Debt Documents related thereto, in each case, to the extent permitted pursuant to such definitions (and in the case of Incremental Equivalent Debt, Section 2.15), and, in each case, any Permitted Refinancings thereof (or successive Permitted Refinancings thereof); provided that such Liens are subject to the Intercreditor Agreement;

(48) Liens on the assets of non-Loan Party Restricted Subsidiaries domiciled or incorporated in the People's Republic of China securing Indebtedness permitted pursuant to Section 7.01(v);

(49) Liens on cash proceeds (and the related escrow accounts) in connection with the issuance into (and pending the release from) a customary escrow arrangement of any Refinancing Notes, any Incremental Equivalent Debt, any Ratio Debt and, in each case, any Permitted Refinancing thereof;

(50) Liens arising under the general terms and conditions (*Allgemeine Geschäftsbedingungen*) of savings banks (*Sparkassen*) and other financial institutions or similar general terms and conditions of banks and financial institutions with whom any member of the Group maintains a banking relationship in the ordinary course of business;

(51) Any security interest or right to set-off arising under articles 24 or 25 respectively of the general terms and conditions (*algemene voorwaarden*) of any member of the Dutch Bankers' Association (*Nederlandse Vereniging van Banken*) or similar terms applied by an account bank;

(52) Liens on Collateral securing Indebtedness permitted pursuant to Section 7.01(kk); provided that the applicable Liens are subject to the Intercreditor Agreement;

(53) any Lien required to be granted under mandatory law in favor of creditors as a consequence of a merger or a conversion permitted under this Agreement (including but not limited to in accordance with sections 22, 204 of German Transformation Act (*Umwandlungsgesetz*));

(54) Liens arising by operation of law under a lease in favour of the relevant third party landlord (including but not limited to any landlord's pledge (*Vermieterpfandrecht*));

(55) Liens given in order to comply with the requirements of section 8a of the German Act on Partial Retirement (*Altersteilzeitgesetz*) or of section 7e of the German Social Security Code Part IV (*Sozialgesetzbuch IV*); and

(56) Liens on the Collateral incurred to secure Obligations in respect of Indebtedness permitted to be incurred pursuant to Section 7.01(b); provided that the applicable Liens are subject to the Intercreditor Agreement.

For purposes of determining compliance with this Agreement, (w) a Lien need not be incurred solely by reference to one category of Permitted Liens described in this definition but may be incurred under any combination of such categories (including in part under one such category and in part under any other such category), (x) in the event that a Lien (or any portion thereof) meets the criteria of one or more of such categories of Permitted Liens, the Swedish Borrower may, in its sole discretion, classify such Lien (or any portion thereof) in any manner that complies with this definition, but may not later divide and/or reclassify any such Lien.

"Permitted Other Debt Conditions" means that such applicable Indebtedness does not mature or have scheduled amortization payments of principal and is not subject to mandatory redemption, repurchase, prepayment or sinking fund obligations (except (x) customary offers or obligations to repurchase, repay or redeem upon a change of control, asset sale, casualty or condemnation event or initial public offering (which offers or obligations may be on a pro rata basis, but not greater than a pro rata basis, with such offers or obligations in respect of the Initial Term Loans), (y) maturity payments and customary mandatory prepayments for a customary bridge financing which, subject to customary conditions, provides for automatic conversion or exchange into Indebtedness that otherwise complies with the requirements of this definition or (z) "AHYDO" payments, if applicable), in each case prior to the Latest Maturity Date at the time such Indebtedness is incurred unless the Lenders are also offered by the Borrowers the same amortization amounts for the corresponding year (provided that each Lender will be deemed to have accepted such offer unless such Lender notifies the Administrative Agent that it has rejected such offer by 11 a.m. five (5) Business Days (or such longer period to which the Swedish Borrower agrees) after the date of such offer.

"Permitted Refinancing" means, with respect to any Person, any modification, refinancing, refunding, renewal, replacement, exchange or extension of any Indebtedness of such Person; provided that (a) the principal amount (or accreted value, if applicable) thereof does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed, replaced, exchanged or extended except by an amount equal to accrued and unpaid interest and any premium thereon plus other reasonable amounts paid, and fees and expenses reasonably incurred (including original issue discount and upfront fees), in connection with such modification, refinancing, refunding, renewal, replacement, exchange or extension and by an amount equal to any existing commitments unutilized thereunder; (b) other than with respect to Indebtedness under Section 7.01(f) or with respect to the initial maturity date for Extendable Bridge Loans, such modification, refinancing, refunding, renewal, replacement, exchange or extension has a final maturity date equal to or later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being modified, refinanced, refunded, renewed, replaced, exchanged or extended unless the Lenders are also offered by the Borrowers the same amortization amounts for the corresponding year (provided that each Lender will be deemed to have accepted such offer unless such Lender notifies the Administrative Agent that it has rejected such offer by 11 a.m. five (5) Business Days (or such longer period to which the Swedish Borrower agrees)) after the date of such offer); (c) if the Indebtedness being modified, refinanced, refunded, renewed, replaced, exchanged or extended is subordinated in right of payment to the Obligations, such modification, refinancing, refunding, renewal, replacement, exchange or extension is subordinated in right of payment to the Obligations on terms, taken as a whole, as favorable in all material respects to the Lenders (including, if applicable, as to Collateral) as those contained in the

documentation governing the Indebtedness being modified, refinanced, refunded, renewed, replaced, exchanged or extended or otherwise acceptable to the Administrative Agent; (d) if the Indebtedness being modified, refinanced, refunded, renewed, replaced, exchanged or extended is (i) unsecured, unless otherwise permitted under Section 7.02, such modification, refinancing, refunding, renewal, replacement, exchange or extension is unsecured, or (ii) if secured by Liens on the Collateral, unless otherwise permitted under Section 7.02, such modification, refinancing, refunding, replacement, renewal or extension is secured to the same (or a lesser) extent, including with respect to any subordination provisions, and subject to the Intercreditor Agreement; (e) the terms and conditions (including, if applicable, as to collateral) of any such modified, refinanced, refunded, renewed, replaced, exchanged or extended (including with respect to interest rate, optional prepayment premiums and options redemption provisions) Indebtedness when taken as a whole are not materially less favorable to the obligor thereon or to the Lenders than the Indebtedness being refinanced or extended and are otherwise on prevailing market terms and conditions; and (f) unless otherwise permitted under Section 7.01, such modification, refinancing, refunding, renewal, replacement, exchange or extension is incurred by the Person who is or would have been permitted to be the obligor or guarantor (or any successor thereto) on the Indebtedness being modified, refinanced, refunded, renewed, replaced or extended (it being understood that the roles of such obligors as a borrower or a guarantor with respect to such obligations may be interchanged). A Permitted Refinancing of Indebtedness under the Section 7.01(b) shall be subject to Section 2.14(f)(iii) of this Agreement on the same basis as a "New Term Facility" as set forth therein.

[***]

"Person" means any natural person, corporation, limited liability company, trust, Joint Venture, association, company, partnership, partnership with limited liability, Governmental Authority, unincorporated organization or other entity.

"Peterborough Facility" means the production facility of the Group located in Peterborough, United Kingdom.

"Peterborough Facility Assets" has the meaning specified in clause (t) of the definition of "Asset Sale".

"Plan" means any "employee benefit plan" (other than a Multiemployer Plan) within the meaning of Section 3(3) of ERISA that is maintained or is contributed to by a Loan Party or any ERISA Affiliate and is subject to Title IV of ERISA or the minimum funding standards under Section 412 of the Code or Section 302 of ERISA.

"Platform" has the meaning specified in Section 6.02.

"Pledged Equity Interests" means "Pledged Equity Interests" (or similar term) as defined in the U.S. Pledge Agreement and each other applicable Collateral Document.

"Pounds Sterling" and "£" mean the lawful currency of the United Kingdom.

"Preferred Stock" means any Equity Interest with preferential right of payment of dividends or upon liquidation, dissolution or winding up.

"Prepayment Amount" has the meaning specified in Section 2.05(c).

"Prepayment-Based Incremental Facility" has the meaning specified in Section 2.14(a).

"Prepayment Date" has the meaning specified in Section 2.05(c).

"Prepayment Premium" has the meaning specified in Section 2.05(a)(iii).

"Prime Rate" means the rate of interest last quoted by The Wall Street Journal as the "Prime Rate" in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the FRB in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any

similar release by the FRB (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

"Pro Forma Adjustment" has the meaning specified in Section 7.08(b)(ii).

"Pro Forma Basis," "Pro Forma Compliance" and "Pro Forma Effect" mean, with respect to the calculation of any test, financial ratio, basket or covenant under this Agreement, including the First Lien Net Leverage Ratio, the Senior Secured Net Leverage Ratio, the Total Net Leverage Ratio and the Fixed Charge Coverage Ratio and the calculation of Consolidated Cash Interest Expense, Consolidated Net Income, Consolidated EBITDA and Consolidated Total Assets, of any Person and its Restricted Subsidiaries, as of any date, that pro forma effect will be given to the Transactions, any acquisition, merger, amalgamation, consolidation, Investment, any issuance, Incurrence, assumption or repayment or redemption of Indebtedness (including Indebtedness issued, Incurred or assumed or repaid or redeemed as a result of, or to finance, any relevant transaction and for which any such test, financial ratio, basket or covenant is being calculated, including, without limitation, the Transactions), any issuance or redemption of Preferred Stock or Disqualified Stock, all sales, transfers and other dispositions or discontinuance of any Subsidiary, line of business, division, segment or operating unit or any operational change and (subject to Section 1.12(b)(ii)) the receipt or depletion of Unrestricted Cash in connection with any of the foregoing, in each case that have occurred during the four consecutive fiscal quarter period of such Person being used to calculate such test, financial ratio, basket or covenant (the "Reference Period"), or (except for purposes of (A) Consolidated Net Income for purposes of the definition of Excess Cash Flow, (B) the First Lien Net Leverage Ratio for purposes of determining the applicable percentage of Excess Cash Flow for purposes of Section 2.05(b) and (C) the financial covenants set forth in Section 7.08(a)) subsequent to the end of the Reference Period but prior to such date or prior to or substantially simultaneously with the event for which a determination under this definition is made (including any such event occurring at a Person who became a Restricted Subsidiary of the subject Person or was merged, amalgamated or consolidated with or into the subject Person or any other Restricted Subsidiary of the subject Person after the commencement of the Reference Period) (including with respect to any proposed Investment or acquisition of the subject Person for which financing is or is sought to be obtained, the Investment or acquisition for which a determination under this definition is made may occur after the date upon which the relevant determination or calculation is made), in each case, as if each such event occurred on the first day of the Reference Period; provided that (i) no amount shall be added back pursuant to this definition to the extent duplicative of amounts that are otherwise included in computing Consolidated EBITDA for such Reference Period and (ii) for the avoidance of doubt, Pro Forma Adjustments permitted under Section 7.08(b)(ii) shall be subject to the cap thereon specified in Section 7.08(b)(ii).

For purposes of making any computation referred to above:

(1) if any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the date for which a determination under this definition is made had been the applicable rate for the entire period (taking into account any Swap Contracts applicable to such Indebtedness if such Swap Contracts have a remaining term in excess of 12 months);

(2) interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting officer, in his or her capacity as such and not in his or her personal capacity, of the Swedish Borrower to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with IFRS;

(3) interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, shall be deemed to have been based upon the rate actually chosen, or, if otherwise specified in the relevant agreement, the rate then in effect or, if none, then based upon such optional rate chosen as the Swedish Borrower may designate; and

(4) interest on any Indebtedness under a revolving credit facility or a Qualified Receivables Financing computed on a pro forma basis shall be computed based upon the average daily balance of such Indebtedness during the applicable period.

"Pro Rata Share" means, with respect to each Lender and any Facility or all the Facilities or any Tranche or all the Tranches (as the case may be) at any time, a fraction (expressed as a percentage, carried out to the ninth decimal place, and subject to adjustment as provided in Section 2.17 and), the numerator of which is the amount of the Commitments of such Lender under the applicable Facility or the Facilities or Tranche or Tranches at such time (and, in the case of any Term Loan Tranche after the applicable borrowing date and without duplication, the outstanding principal amount of Term Loans under such Tranche, of such Lender, at such time) and the denominator of which is the amount of the Aggregate Commitments under the applicable Facility or the Facilities or Tranche or Tranches at such time (and, in the case of any Term Loan Tranche and without duplication, the outstanding principal amount of Term Loans under such Tranche, at such time). The initial Pro Rata Share of each Lender is set forth opposite the name of such Lender on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender became a party hereto, as applicable.

"PTE" means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"Public Company" means any Person with a class or series of Voting Stock that is traded on a stock exchange or in the over-the-counter market.

"Public Lender" has the meaning specified in Section 6.02.

"Qualified Receivables Factoring" means any Factoring Transaction that meets the following conditions:

(1) such Factoring Transaction is recourse or non-recourse to Parent, the Borrowers or any Restricted Subsidiary, or their respective properties or assets,

(2) all sales, conveyances, assignments and/or contributions of Receivables Assets by the Borrowers or any Restricted Subsidiary are made at Fair Market Value (as determined in good faith by the Swedish Borrower), and

(3) such Factoring Transaction (including financing terms, covenants, termination events (if any) and other provisions thereof) is on market terms at the time such Factoring Transaction is first entered into (as determined in good faith by the Swedish Borrower) and may include Standard Securitization Undertakings.

"Qualified Receivables Financing" means any Receivables Financing of a Restricted Subsidiary that meets the following conditions:

(1) the Board of Directors of the Swedish Borrower shall have determined in good faith that such Qualified Receivables Financing (including financing terms, covenants, termination events and other provisions) is in the aggregate economically fair and reasonable to the Swedish Borrower and the Restricted Subsidiaries of Parent,

(2) all sales, conveyances, assignments and/or contributions of Receivables Assets by the Borrowers or any Restricted Subsidiary to any other Person are made at Fair Market Value (as determined in good faith by the Swedish Borrower), and

(3) the financing terms, covenants, termination events and other provisions thereof shall be market terms at the time such Receivables Financing is first entered into (as determined in good faith by the Swedish Borrower) and may include Standard Securitization Undertakings.

"Ratio Acquisition Debt" has the meaning specified in Section 7.01(q).

"Ratio Debt" has the meaning specified in the first paragraph of Section 7.01.

"Ratio-Based Incremental Facility" has the meaning specified in the Section 2.14(a).

"RCF Draw-Stop" has the meaning specified in Section 7.13.

"RCF Draw-Stop Schedule" has the meaning specified in Section 7.01(b)(ii).

"Receivables Assets" means accounts receivable (whether now existing or arising in the future) of Parent or any of its Subsidiaries that are subject to a Qualified Receivables Financing or Qualified Receivables Factoring and any customary assets related thereto consisting of all collateral securing such accounts receivable, all contracts and all guarantees or other obligations (including, without limitation, letters of credit, promissory notes or trade credit insurance) in respect of such accounts receivable, proceeds of such accounts receivable and other assets which are customarily transferred or in respect of which security interests are customarily granted in connection with non-recourse, asset securitization or factoring transactions involving accounts receivable and any Swap Contracts entered into by Parent or any such Subsidiary in connection with such accounts receivable.

"Receivables Fees" means distributions or payments made directly or by means of discounts with respect to any participation interest issued or sold in connection with, and other fees paid to a Person that is not a Restricted Subsidiary in connection with, any Receivables Financing.

"Receivables Financing" means any transaction or series of transactions that may be entered into by the Borrowers or any of their Subsidiaries pursuant to which the Borrowers or any of their Subsidiaries may sell, contribute, convey, assign or otherwise transfer Receivables Assets to any Third Party which in either case may include a backup or precautionary grant of security interest in such Receivables Assets so sold, contributed, conveyed, assigned or otherwise transferred.

"Receivables Repurchase Obligation" means (i) any obligation of a seller of receivables in a Qualified Receivables Factoring or Qualified Receivables Financing to repurchase receivables arising as a result of a breach of a representation, warranty or covenant or otherwise, including as a result of a receivable or portion thereof becoming subject to any asserted defense, dispute, off-set or counterclaim of any kind as a result of any action taken by, any failure to take action by or any other event relating to the seller or (ii) any right of a seller of receivables in a Qualified Receivables Factoring or Qualified Receivables Financing to repurchase defaulted receivables for the purposes of claiming sales tax bad debt relief.

"Recipient" means the Administrative Agent, any Lender, or any other recipient of any payment to be made by or on account of any obligation of any Loan Party hereunder or under any other Loan Document, as applicable.

"Reference Period" has the meaning given to such term in the definition of "Pro Forma Basis".

"Reference Time" with respect to any setting of the then-current Benchmark means 5:00 a.m. (Chicago time) on the day that is two U.S. Government Securities Business Days preceding the date of such setting.

"Refinancing" has the meaning specified in Preliminary Statements of this Agreement.

"Refinancing Amendment" means an amendment to this Agreement, in form and substance reasonably satisfactory to the Specified Refinancing Agent, among the Borrowers, the Specified Refinancing Agent, the Administrative Agent and the Lenders providing Specified Refinancing Debt, effecting the incurrence of such Specified Refinancing Debt in accordance with Section 2.18.

"Refinancing Indebtedness" has the meaning specified in Section 7.01.

"Refinancing Notes" means one or more series of senior unsecured notes, or senior secured notes secured by the Collateral on a first lien "equal and ratable" basis with the Liens securing the Obligations or senior secured notes secured by the Collateral on a "junior" basis to the Liens securing the Obligations, in each case issued in respect of a refinancing of outstanding Indebtedness of the Borrowers under any one or more Term Loan Tranches; provided that, (a) (i) if such Refinancing Notes shall be secured, then such Refinancing Notes shall only be secured by a security interest in all or a portion of the Collateral that secured the Term Loan Tranche being refinanced, and (ii) such Refinancing Notes shall be issued subject to the Intercreditor Agreement; (b) other than with respect to the initial maturity date for Extendable Bridge Loans, no Refinancing Notes shall (i) mature prior to the Latest Maturity Date with respect to Term Loans then in effect immediately prior to giving effect to such refinancing or (ii) be subject to

any amortization prior to the final maturity thereof, or be subject to any mandatory redemption or prepayment provisions or rights (except (x) customary asset sale, casualty events or similar event, change of control provisions and customary acceleration rights after an event of default and (y) customary "AHYDO" payments, to the extent relevant); (c) the covenants, events of default, guarantees, collateral and other terms of such Refinancing Notes are customary for similar debt securities in light of then-prevailing market conditions at the time of issuance (it being understood that no Refinancing Notes shall include any financial maintenance covenants (including indirectly by way of a cross-default to this Agreement), but that customary cross-acceleration provisions may be included and that any negative covenants with respect to indebtedness, investments, liens or restricted payments shall be incurrence-based) and in any event are not more favorable to the investors providing such Refinancing Notes, taken as a whole, than the terms and conditions of the Indebtedness being refinanced by such Refinancing Notes (excluding pricing and optional prepayment or redemption terms), except for covenants or other provisions (x) that are applicable only to periods after the Latest Maturity Date then in effect immediately prior to giving effect to such refinancing or (y) as are, in consultation with the Administrative Agent, incorporated into this Agreement (or any other applicable Loan Document) for the benefit of all existing Lenders without further consents from other Lenders required (provided that a certificate of a Responsible Officer of the Swedish Borrower delivered to the Administrative Agent in good faith at least five Business Days (or such shorter period as may be agreed by the Administrative Agent, acting reasonably) prior to the incurrence of such Refinancing Notes, together with a reasonably detailed description of the material terms and conditions of such Refinancing Notes or drafts of the documentation relating thereto, stating that the Swedish Borrower has determined in good faith that such terms and conditions satisfy the requirement set forth in this clause (c), shall be conclusive evidence that such terms and conditions satisfy such requirement unless the Administrative Agent provides notice to the Swedish Borrower of its objection during such five Business Day period (or shorter) (including a reasonable description of the basis upon which it objects)); (d) such Indebtedness is in an original aggregate principal amount not greater than the principal or committed amount of the Indebtedness subject to such refinancing (*plus* the amount of unpaid accrued or capitalized interest and premiums thereon (including tender premiums), underwriting discounts, defeasance costs, fees, commission and expenses), (e) such Refinancing Notes may not have obligors or Liens that are more extensive than those which applied to the Indebtedness being refinanced (it being understood that the roles of such obligors as a borrower or a guarantor with respect to such obligations may be interchanged); and (f) the Net Cash Proceeds of such Refinancing Notes shall be applied, substantially concurrently with the incurrence thereof, to the pro rata prepayment of outstanding Term Loans under the applicable Term Loan Tranche being so refinanced and the payment of fees, expenses and premiums, if any, payable in connection therewith.

"Refinancing Notes Indentures" means, collectively, the indentures or other similar agreements pursuant to which any Refinancing Notes are issued, together with all instruments and other agreements in connection therewith, as amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, but only to the extent permitted under the terms of the Loan Documents.

"Register" has the meaning specified in Section 10.07(c).

"Regulation S-X" means Regulation S-X under the Securities Act.

"Related Business Assets" means assets (other than cash or Cash Equivalents) used or useful in a Similar Business; provided that any assets received by a Borrower or a Restricted Subsidiary in exchange for assets transferred by a Borrower or a Restricted Subsidiary will not be deemed to be Related Business Assets if they consist of securities of a Person, unless such Person is, or upon receipt of the securities of such Person, such Person would become a Restricted Subsidiary.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, members, directors, managers, officers, employees, agents, attorneys-in-fact, trustees and advisors of such Person and of such Person's Affiliates.

"Relevant Governmental Body" means the FRB or the NYFRB, or a committee officially endorsed or convened by the FRB or the NYFRB, or any successor thereto.

"Relevant Transaction" has the meaning specified in Section 2.05(b)(ii).

"Replaceable Lender" has the meaning specified in Section 3.08(a).

"Replacement Assets" means (1) substantially all the assets of a Person primarily engaged in a Similar Business or (2) a majority of the Voting Stock of any Person primarily engaged in a Similar Business that will become, on the date of acquisition thereof, a Restricted Subsidiary.

"Reportable Event" means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30-day notice period has been waived.

"Repricing Event" means (i) any prepayment or repayment of the Initial Term Loans, in whole or in part, with the proceeds of, or conversion of any portion of the Initial Term Loans into, any new or replacement tranche of term loans of the Loan Parties under credit facilities of a like currency with the Tranche of Initial Term Loans prepaid or converted or incurred for the primary purpose of repaying, refinancing or replacing Initial Term Loans with loans of such currency bearing interest with an All-in Yield less than the All-in Yield applicable to such portion of the Initial Term Loans (as such comparative yields are determined in the reasonable judgment of the Administrative Agent consistent with generally accepted financial practices) and (ii) any amendment to the Facility with respect to a Tranche of Initial Term Loans which reduces the All-in Yield applicable to such Tranche of Initial Term Loans; provided that a Repricing Event shall not include any event described above that is not consummated for the primary purpose of lowering the effective interest cost or weighted average yield applicable to the applicable Term Facility.

"Request for Credit Extension" means with respect to a Borrowing, conversion or continuation of Loans, a Committed Loan Notice.

"Required Lenders" means, as of any date of determination, Lenders having more than 50% of the sum of the Dollar Amount of the (a) Total Outstandings and (b) aggregate unused Term Commitments; provided that the unused Term Commitments of, and the portion of the Total Outstandings held or deemed held by any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer" means the chief executive officer, representative, director, manager, president, vice president, executive vice president, chief financial officer, treasurer or assistant treasurer, secretary or assistant secretary, an authorized signatory, an attorney-in-fact (to the extent empowered by the board of directors/managers of Parent or the Borrowers), or other similar officer of a Loan Party, or a director, manager or secretary of any Loan Party incorporated in the United States (or of its general partner, managing member or sole member, if applicable). Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

"Restricted" means, when referring to cash or Cash Equivalents of Parent or any of its Subsidiaries, that such cash or Cash Equivalents (i) appear (or would be required to appear) as "restricted" on a consolidated balance sheet of Parent or such Subsidiary (unless such appearance is related to the Loan Documents (or the Liens created thereunder) or other Indebtedness permitted under Section 7.01 which is permitted to be secured by a Lien on the Collateral that is subject to the Intercreditor Agreement**)** or (ii) are subject to any Lien (other than Liens on Collateral permitted by Section 7.02 that are subject to the Intercreditor Agreement).

"Restricted Investment" means an Investment other than a Permitted Investment.

"Restricted Lender" has the meaning specified in Section 1.18(b).

"Restricted Payment" has the meaning specified in Section 7.05.

"Restricted Subsidiary" means, unless the context otherwise requires, any Borrower and any other Subsidiary of Parent (or the relevant entity as the context may indicate).

"Restructuring Costs" means expenditures and costs relating to the restructuring or reorganization of parts

of, or any business or assets of any member of, the Group, the rebranding, relocation, rationalization, reduction, disposal or elimination of administrative or production locations, product lines, assets or businesses, the recruitment, relocation, retention, retraining, severance and/or termination of any employee or member of management, business interruption or discontinued operations, any other cost-cutting measure or rationalization, and any other similar item, including, in each case, the payment of costs, expenses, Taxes and fees (including, but not limited to, any advisor and consultancy fee) relating to any such action.

"Retired Capital Stock" has the meaning specified in Section 7.05.

"Return" means, with respect to any Investment, any dividend, distribution, interest, fee, premium, return of capital, repayment of principal, income, profit (from a disposition or otherwise) and any other amount received or realized in respect thereof in cash (or the Fair Market Value of property and assets received) thereof.

"S&P" means S&P Global Ratings, and any successor thereto.

"Sale/Leaseback Transaction" means an arrangement relating to property now owned or hereafter acquired by the Borrowers or a Restricted Subsidiary whereby the Borrowers or a Restricted Subsidiary transfers such property to a Person and the Borrowers or such Restricted Subsidiary leases it from such Person, other than leases between Parent, any of the Borrowers and a Restricted Subsidiary or between Restricted Subsidiaries.

"Same Day Funds" means immediately available funds.

"Sanctioned Country" means, at any time, a country or territory that is itself the subject of comprehensive Sanctions (as of the Closing Date, Cuba, Iran, North Korea, Syria, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, and the Crimea, Zaporizhzhia and Kherson Regions of Ukraine).

"Sanctioned Person" means any Person that is the subject or target of Sanctions, including (a) any Person listed in any Sanctions-related list of designated Persons maintained by any Sanctions Authority; (b) any Person operating, organized, or resident in a Sanctioned Country; (c) the government of a Sanctioned Country or the Government of Venezuela; or (d) any Person 50% or more owned or controlled by any such Person or Persons or acting for or on behalf of such Person or Persons described in the foregoing clause (a), (b) or (c).

"Sanctions Authority" means: (a) the United States, including the Office of Foreign Assets Control of the U.S. Department of Treasury ("OFAC") or the U.S. Department of State; (b) the United Nations Security Council; (c) the European Union or any of its member states; (d) the United Kingdom, including His Majesty's Treasury; and (e) any other relevant Governmental Authority with jurisdiction over the parties hereto.

"Sanctions Laws and Regulations" means any and all economic or financial sanctions or trade embargoes imposed, administered or enforced by any Sanctions Authority.

"Sanctions Provisions" has the meaning specified in Section 1.18(a).

"SEC" means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

"Secured Parties" means, collectively, the Administrative Agent, the Security Agent, the Lenders and each co-agent or subagent appointed by the Administrative Agent or the Security Agent from time to time pursuant to Article IX.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

"Security Agent" means Wilmington Trust (London) Limited, acting through such of its Affiliates or branches as it may designate, in its capacity as collateral agent under any of the Loan Documents, or any successor collateral agent permitted by the terms hereof.

"Securities Account" as defined in the UCC.

"Security Agent Fee Letter" means that certain Security Agent and Agent Fee Letter, dated April 18, 2023 by and among the Parent and Wilmington Trust (London) Limited.

"SEK" means the lawful currency of Sweden.

"SEMS" means the Superfund Enterprise Management System maintained by the U.S. Environmental Protection Agency.

"Senior Secured Net Leverage Ratio" means, on any date of determination, with respect to the Borrower Parties on a consolidated basis, the ratio of (a) Consolidated Funded Senior Secured Indebtedness (less Unrestricted Cash of the Borrower Parties as of the last day of the most recently ended Test Period prior to such date in an aggregate amount not to exceed $25,000,000) of the Borrower Parties on the last day of the most recently ended Test Period prior to such date to (b) the greater of (x) Consolidated EBITDA of the Borrower Parties for the then most recently ended Test Period and (y) zero.

"Silver Point" means Silver Point Finance, LLC.

"Similar Business" means any business engaged or proposed to be engaged in by Parent and its Subsidiaries on the Closing Date and any similar, corollary, related, ancillary, incidental, related to or complementary business or business activities or a reasonable extension, development or expansion thereof or ancillary thereto.

"Singapore Facility" means the production facility located in Senoko, Singapore and operated by Oatly Singapore Operations & Supply Pte Ltd (reg. no. 201931793R).

"Singapore Facility Assets" has the meaning given to it in clause (z) of the definition of "Asset Sale".

"Singapore Subsidiary" means any Subsidiary of Parent that is domiciled or incorporated in Singapore.

"SOFR" means a rate equal to the secured overnight financing rate as administered by the CME Term SOFR Administrator.

"SOFR Administrator" means the NYFRB (or a successor administrator of the secured overnight financing rate).

"SOFR Administrator's Website" means the NYFRB's website, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"SOFR Borrowing" means, as to any Borrowing, the SOFR Loans comprising such Borrowing.

"SOFR Determination Date" has the meaning specified in the definition of Daily Simple SOFR.

"SOFR Loan" means a Loan that bears interest at a rate based on Term SOFR, other than pursuant to clause (c) of the definition of "Base Rate".

"SOFR Rate Date" has the meaning specified in the definition of Daily Simple SOFR.

"Solvent" means, with respect to (i) any Person other than a Loan Party incorporated in England and Wales on any date of determination, that on such date (a) the fair value of the assets of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair salable value of the assets of such Person is greater than or equal to the total amount that will be required to pay the probable liabilities, including contingent liabilities, of the Loan Parties as they become absolute and matured, (c) the capital of such Person is not unreasonably small in relation to its business as contemplated on such date of determination and (d) such Person has

not and does not intend to, and does not believe that it will, incur debts or other obligations, including current obligations, beyond its ability to pay such debts and liabilities as they become due (whether at maturity or otherwise) and (ii) with respect to any Loan Parties incorporated in England and Wales, means: (a) that Person: (1) is able or does not admit inability to pay its debts as they fall due; (2) is not deemed to, or is not declared to be unable to pay its debts under applicable law; (3) by reason of actual or anticipated financial difficulties, has not suspended or threatened making payments on any of its debts; and (4) by reason of actual or anticipated financial difficulties, has not commenced negotiations with one or more of its creditors (excluding any Lenders in their capacity as such) with a view to rescheduling any of its indebtedness; and (b) the value of that Person's assets is not less than its liabilities (taking into account contingent and prospective liabilities); and (c) no moratorium has been declared in respect of any of that Person's indebtedness (and the ending of a moratorium will not remedy any Event of Default so caused by that moratorium). The amount of contingent liabilities at any time shall be computed as the amount that, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"SPC" has the meaning specified in Section 10.07(g).

"Specified Borrowings" means, at any time, the aggregate outstanding principal, capital or nominal amount (and any fixed or minimum premium payable on prepayment or redemption) of any indebtedness of members of the Group for or in respect of:

(a) moneys borrowed and debit balances at banks or other financial institutions;

(b) any acceptances under any acceptance credit or bill discount facility (or dematerialized equivalent);

(c) any note purchase facility or the issue of bonds (but not Trade Instruments), notes, debentures, loan stock or any similar instrument;

(d) any Finance Lease;

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(f) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument (but not, in any case, Trade Instruments) issued by a bank or financial institution in respect of an underlying liability of an entity which is not a member of the Group which liability would fall within one of the other paragraphs of this definition;

(g) any amount raised by the issue of shares which are redeemable (other than at the option of the issuer) before the Maturity Date;

(h) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind the entry into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 90 days after the date of supply;

(i) any amount raised under any other transaction (including any forward sale or purchase agreement, sale and sale back or sale and leaseback agreement) classified as borrowings under the Accounting Principles; and

(j) (without double counting) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (i) above,

provided that:

(i) borrowings owed by one member of the Group to another member of the Group; and

(ii) any guarantee or indemnity not prohibited under the Loan Documents given in respect of indebtedness referred to in paragraph (i) above,

are excluded for the purposes of this calculation.

"Specified Cash" means, at any time, cash in hand, in transit or at bank and (in the latter case) credited to an account in the name of a member of the Group with an Acceptable Bank and to which a member of the Group is alone (or together with other members of the Group) beneficially entitled and for so long as:

(a) repayment of that cash is not contingent on the prior discharge of any other indebtedness of any member of the Group or of any other person whatsoever or on the satisfaction of any other condition;

(b) there is no security over that cash, except for security of account holding banks arising under their general terms and conditions or by a netting or set-off arrangement entered into by members of the Group in the ordinary course of their banking arrangements, and, for the avoidance of doubt, to the extent the Group has implemented a cash-pool arrangement, only the net cash amount available in such cash-pool shall be included; and

(c) that cash is freely and:

(i) with respect to any such cash held in an account in China, available within thirty (30) days to be applied in repayment or prepayment of the Term Loans (as reasonably determined by Parent, acting in good faith); and

(ii) with respect to any other such cash, except for any required corporate action (if any) and save for such cash which is subject to security as referred to in paragraph (b) above, immediately available to be applied in repayment or prepayment of the Term Loans.

"Specified Cash Equivalents" means at any time:

(a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank;

(b) any investment in marketable debt obligations issued or guaranteed by the government of the United States of America, the United Kingdom, any member state of the European Economic Area or any Participating Member State or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security;

(c) commercial paper not convertible or exchangeable to any other security:

(i) for which a recognized trading market exists;

(ii) issued by an issuer incorporated in the United States of America, the United Kingdom, any member state of the European Economic Area or any Participating Member State;

(iii) which matures within one year after the relevant date of calculation; and

(iv) which has a credit rating of either A-1 or higher by Standard & Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investor Services Limited, or, if no rating is available in respect of the commercial paper the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating;

(d) bills of exchange eligible for rediscount at the relevant central bank and accepted by an Acceptable Bank (or their dematerialized equivalent);

(e) any investment in money market funds which:

(i) have a credit rating of either A-1 or higher by Standard & Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investor Services Limited;

(ii) invest substantially all their assets in securities of the types described in paragraphs (a) to (d) (inclusive) above; and

(iii) can be turned into Specified Cash (and for the purpose of calculating Liquidity, subject to the relevant cap in the definition of paragraph (a) of the definition of "Liquidity") on not more than 30 days' notice; and

(f) any other debt security approved by the Required Lenders,

in each case, denominated and payable in freely transferable and freely convertible currency to which any member of the Group is alone (or together with other members of the Group) beneficially entitled at that time and which is not issued or guaranteed by any members of the Group or subject to any Lien.

"Specified Event of Default" means (x) any Event of Default under Section 8.01(a) with respect to any principal or interest payable or any fees payable pursuant to Section 2.09 only and (y) any Event of Default of the Borrowers under Section 8.01(f).

"Specified Refinancing Agent" has the meaning specified in Section 2.18(a).

"Specified Refinancing Debt" has the meaning specified in Section 2.18(a).

"Specified Refinancing Term Commitment" has the meaning specified in Section 2.18(a).

"Specified Refinancing Term Loans" means Specified Refinancing Debt constituting term loans.

"Specified Total Net Debt" means, at any time, the aggregate amount of all obligations of members of the Group for or in respect of Specified Borrowings required to be recorded on a balance sheet in accordance with the Accounting Principles at that time but:

(a) excluding any amounts owing under the Convertible Bonds;

(b) excluding any amounts owing under Finance Leases;

(c) excluding any amounts in respect of undrawn letters of credit, bank guarantees, hedging obligations and capital stock, shares or equivalents; and

(d) deducting the aggregate amount of Specified Cash and Specified Cash Equivalents held by any member of the Group at that time in an aggregate amount not to exceed $25,000,000,

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

"Specified Total Net Leverage Ratio" means the ratio of (i) Specified Total Net Debt to (ii) the greater of (x) Consolidated EBITDA in respect of any Test Period and (y) zero.

"Specified Transaction" means any incurrence or repayment of Indebtedness (excluding Indebtedness incurred for working capital purposes other than pursuant to this Agreement) or Investment (including any proposed Investment or acquisition) that results in a Person becoming a Subsidiary, any acquisition or any Disposition that results in a Restricted Subsidiary ceasing to be a Subsidiary of Parent, any Investment constituting an acquisition of assets constituting a business unit, line of business or division of another Person or any Disposition of a business unit, line of business or division of the Borrowers or any of the Restricted Subsidiaries, in each case whether by merger, consolidation, amalgamation or otherwise or any material restructuring of the Borrowers or implementation of any initiative not in the ordinary course of business.

"Spot Rate" for a currency means the rate determined by the Administrative Agent to be the rate quoted by the Person acting in such capacity as the spot rate for the purchase by such Person of such currency with another currency through its principal foreign exchange trading office at approximately 11:00 a.m. on the date two Business Days prior to the date as of which the foreign exchange computation is made; provided that the Administrative Agent may obtain such spot rate from another financial institution designated by the Administrative Agent if the Person acting in such capacity does not have as of the date of determination a spot buying rate for any such currency.

"Standard Securitization Undertakings" means representations, warranties, covenants, indemnities and guarantees of performance entered into by the Borrowers or any Subsidiary of Parent which the Swedish Borrower has determined in good faith to be customary in a Receivables Financing including, it being understood that any Receivables Repurchase Obligation shall be deemed to be a Standard Securitization Undertaking.

"Stated Maturity" means with respect to any security, the date specified in such security as the fixed date on which the final payment of principal of such security is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the repurchase of such security at the option of the holder thereof upon the happening of any contingency unless such contingency has occurred).

"Subject Party" has the meaning specified in Section 3.02(b).

"Subject Recipient" has the meaning specified in Section 3.02(b).

"Subordinated Financing" means, collectively, any funds provided to the Parent pursuant to any security, instrument or agreement, other than Capital Stock, and the net proceeds of which are contributed by Parent to Holdings and by Holdings to the Swedish Borrower, and that pursuant to its terms: (a) does not (including upon the happening of any event (other than customary prepayment or redemption events upon the occurrence of a fundamental change, asset purchase offer, acceleration upon event of default and purchase offer in case of rejection of convertible bond terms by registrar)) mature or require any amortization prior to the date falling four months after the maturity of the Initial Term Loans (other than through conversion or exchange of any such security or instrument for Capital Stock that is not Disqualified Stock or for any other security or instrument meeting the requirements of this definition), (b) does not (including upon the happening of any event (other than customary prepayment or redemption events upon the occurrence of a fundamental change, asset purchase offer, acceleration upon event of default and purchase offer in case of rejection of convertible bond terms by registrar)) require the payment in cash or otherwise, of interest prior to the date falling four months after the maturity of the Facilities (provided that interest may accrete while such Subordinated Financing is outstanding and accretion interest may become due upon maturity as permitted by clause (a) or acceleration of maturity and any interest may be satisfied at any time by the issue to the holders thereof of additional Subordinated Financing), (c) is not secured by a Lien or any assets of the Parent or a Restricted Subsidiary and is not guaranteed by any Restricted Subsidiary of the Parent, (d) is contractually subordinated and junior in right of payment to the prior payment in full in cash of all obligations (including principal, interest, premium (if any) and additional amounts (if any)) of the Borrowers and the Loan Parties under the Facilities pursuant to the Intercreditor Agreement and (e) is not (including upon the happening of any event) mandatorily convertible or exchangeable, or convertible or exchangeable at the option of the holder, in whole or in part, prior to the date on which the Facilities mature other than into or for Capital Stock of the Parent that is not Disqualified Stock.

"Subordinated Indebtedness" means (a) with respect to the Borrowers, any Indebtedness of such Borrower which is by its terms expressly subordinated in right of payment to the Obligations, and (b) with respect to any Guarantor, any Indebtedness of such Guarantor which is by its terms expressly subordinated in right of payment to its Guarantee of the Obligations.

"Subsidiary" means, with respect to any Person (1) any corporation, association or other business entity (other than a partnership, Joint Venture, limited liability company or similar entity) of which more than 50% of the total voting power of the Voting Stock is at the time of determination owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof, (2) any partnership, Joint Venture, limited liability company or similar entity of which (x) more than 50% of the capital accounts, distribution rights, total equity and voting interests or general and limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof, whether in the form of membership, general, special or limited partnership interests or otherwise,

and (y) such Person or any Restricted Subsidiary of such Person is a controlling general partner or otherwise controls such entity and (3) any Person that is consolidated in the consolidated financial statements of the specified Person in accordance with IFRS. As used herein, the term "Subsidiary" shall refer to any Subsidiary of Parent unless expressly provided for otherwise.

"Subsidiary Guarantor" means, collectively, the Restricted Subsidiaries of Parent (other than any Borrower with respect to such Borrower's Obligations) that are Guarantors.

"Supplemental Agent" has the meaning specified in Section 9.14(a).

"Supplier" has the meaning specified in Section 3.02.

"Supported QFC" has the meaning specified in Section 10.25(a).

"Sustainable Revolving Credit Facility" means the revolving credit facility established under the Sustainable Revolving Credit Facility Agreement.

"Sustainable Revolving Credit Facility Agreement" means the Sustainable Revolving Credit Facility Agreement originally dated 14 April 2021, among Parent, Holdings, the Swedish Borrower, the lenders party thereto, as amended pursuant to the Sustainable Revolving Credit Facility Agreement Amendment Agreement and as may be further amended, restated, supplemented or otherwise modified or replaced or refinanced from time to time.

"Sustainable Revolving Credit Facility Agreement Amendment Agreement" means the amendment and restatement agreement dated on or about the Closing Date, among Parent, Holdings, the Swedish Borrower, the lenders party thereto and Wilmington Trust (London) Limited, as agent and security agent relating to the Sustainable Revolving Credit Facility Agreement, which shall be in form and substance reasonably satisfactory to the Lead Lender.

"Sustainable Revolving Credit Facility Commitment" has the meaning given to the term "Commitment" in the Sustainable Revolving Credit Facility Agreement.

"Sustainable Revolving Credit Facility Guarantor" has the meaning specified in Section 6.12(a)(v).

"Sustainable Revolving Credit Facility Loan" has the meaning given to the term "Loan" in the Sustainable Revolving Credit Facility Agreement.

"Swap Contract" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement, including any obligations or liabilities under any such master agreement.

"Swap Obligation" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

"Swap Termination Value" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the

mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

"Swedish Subsidiary" means any Subsidiary of Parent that is domiciled or incorporated in Sweden (or any province or territory thereof).

"Syndication Agent" means Silver Point, in its capacity as sole and exclusive syndication agent for the Term Facility.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term Borrowing" means a borrowing of the same Type of Term Loan of a single Tranche from all the Lenders having Term Commitments or Term Loans of the respective Tranche on a given date (or resulting from a conversion or conversions on such date) having, in the case of SOFR Loans, the same Interest Period.

"Term Commitment" means, as to each Term Lender, (i) its Initial Term Commitment, (ii) its Term Commitment Increase, (iii) its New Term Commitment or (iv) its Specified Refinancing Term Commitment. The amount of each Lender's Initial Term Commitment is as set forth in the respective definitions thereof and the amount of each Lender's other Term Commitments shall be as set forth in the Assignment and Assumption, or in the amendment or agreement relating to the respective Term Commitment Increase, New Term Commitment or Specified Refinancing Term Commitment pursuant to which such Lender shall have assumed its Term Commitment, as the case may be, as such amounts may be adjusted from time to time in accordance with this Agreement.

"Term Commitment Increase" has the meaning specified in Section 2.14(a).

"Term Facility" means a facility in respect of any Term Loan Tranche (including any Term Commitment Increase with respect to any Term Loan Tranche), as the context may require.

"Term Lender" means (a) at any time on or prior to the Closing Date, any Lender that has an Initial Term Commitment at such time and (b) at any time after the Closing Date, any Lender that holds Term Loans and/or Term Commitments at such time.

"Term Loan" means an advance made by any Term Lender under any Term Facility.

"Term Loan Tranche" means the respective facility and commitments utilized in making Term Loans hereunder, with there being one Term Loan Tranche on the Closing Date, i.e. the Initial Term Loans and Initial Term Commitments (the "Initial Term Facility"). Additional Term Loan Tranches may be added after the Closing Date, i.e., New Term Loans, Specified Refinancing Term Loans, New Term Commitments and Specified Refinancing Term Commitments.

"Term Note" means a promissory note of the Borrowers payable to any Term Lender or its registered assigns, in substantially the form of Exhibit B-1 hereto, evidencing the Indebtedness of the Borrowers to such Term Lender resulting from the Term Loans under the applicable Term Facility.

"Term SOFR" means, with respect to any SOFR Loan and for any tenor comparable to the applicable Interest Period, the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, two U.S. Government Securities Business Days prior to the commencement of such tenor comparable to the applicable Interest Period, as such rate is published by the CME Term SOFR Administrator.

"Term SOFR Determination Day" shall have the meaning set forth in the definition of "Term SOFR Reference Rate."

"Term SOFR Reference Rate" means for any day and time (such day, the "Term SOFR Determination Day"), with respect to any SOFR Loan denominated in Dollars and for any tenor comparable to the applicable Interest Period, the rate per annum published by the CME Term SOFR Administrator and identified by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 pm (New York City time) on such Term SOFR Determination Day, the "Term SOFR Reference Rate" for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then, so long as such day is otherwise a U.S. Government Securities Business Day, the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding U.S. Government Securities Business Day is not more than five (5) U.S. Government Securities Business Days prior to such Term SOFR Determination Day; provided, that if Term SOFR determined as provided above shall ever be less than 2.50%, then Term SOFR shall be deemed to be 2.50%.

"Test Period" in effect at any time means the most recent period of four consecutive fiscal quarters of Parent ended on or prior to such time (taken as one accounting period) in respect of which financial statements for each quarter or fiscal year in such period have been or are required to be delivered pursuant to Section 6.01(a) or (c), as applicable; provided that, prior to the first date that financial statements are internally available or have been or are required to be delivered pursuant to Section 6.01(a) or (c), as the case may be, the Test Period in effect shall be the period of four consecutive fiscal quarters of Parent ended September 30, 2022. A Test Period may be designated by reference to the last day thereof (i.e., the "September 30, 2022 Test Period" refers to the period of four consecutive fiscal quarters of Parent ended September 30, 2022), and a Test Period shall be deemed to end on the last day thereof.

"Threshold Amount" means $20,000,000.

"Third Party" means a Person not affiliated with the Parent or the Borrowers.

"Total Net Leverage Ratio" means, on any date of determination, with respect to the Borrower Parties on a consolidated basis, the ratio of (a) Consolidated Funded Indebtedness (less Unrestricted Cash of the Borrower Parties as of the last day of the most recently ended Test Period prior to such date in an aggregate amount not to exceed $25,000,000) of the Borrower Parties on the last day of the most recently ended Test Period prior to such date to (b) the greater of (x) Consolidated EBITDA of the Borrower Parties for the then most recently ended Test Period and (y) zero.

"Total Outstandings" means the aggregate Outstanding Amount of all Loans.

"Trade Instruments" means any performance bonds, advance payment bonds or documentary letters of credit issued in respect of the obligations of any member of the Group arising in the ordinary course of trading of that member of the Group.

"Tranche" means any Term Loan Tranche.

"Transaction Costs" means the payment of all fees, costs and expenses incurred in connection with the Loan Documents, the Finance Documents (as defined in the Sustainable Revolving Credit Facility Agreement) and the agreements and documents governing the Convertible Bonds.

"Transactions" means (taken collectively):

(a) the Borrowers obtaining the Facilities;

(b) the Swedish Borrower obtaining the Sustainable Revolving Credit Facility;

(c) Parent issuing the Convertible Bonds; and

(d) the payment of all fees, costs and expenses incurred in connection with the transactions described in the foregoing provisions of this definition.

"Treasury Rate" means, as of any prepayment date, the yield to maturity as of such prepayment date of the United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two business days prior to the prepayment date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the prepayment date to the first anniversary of the Closing Date; provided, that if the period from the prepayment date to the first anniversary of the Closing Date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

"Type" means, with respect to a Loan, its character as a Base Rate Loan or a SOFR Loan.

"UK CRD IV" means (i) (CRR as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "Withdrawal Act"), (ii) the law of the United Kingdom or any part of it, which immediately before IP completion day (as defined in the Withdrawal Act) implemented CRD and its implementing measures, (iii) (direct EU legislation (as defined in the Withdrawal Act), which immediately before IP completion day (as defined in the Withdrawal Act) implemented EU CRD IV as it forms part of domestic law of the United Kingdom by virtue of the Withdrawal Act and any law or regulation of the United Kingdom which introduces into domestic law of the United Kingdom a provision which is equivalent to a provision set out in CRR or CRD and/or implements Basel III standards.

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended form time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"UK Subsidiary" means any Subsidiary of Parent that is domiciled or incorporated in the United Kingdom (or any province or territory thereof).

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"Undisclosed Administration" means in relation to a Lender or its direct or indirect parent company the appointment of an administrator, provisional liquidator, conservator, receiver, examiner, trustee, custodian or other similar official by a supervisory authority or regulator under or based on the law in the country where such Person is subject to home jurisdiction supervision if applicable Law requires that such appointment is not to be publicly disclosed.

"Unfunded Advances" means with respect to the Administrative Agent, the aggregate amount, if any (i) made available to the applicable Borrower on the assumption that each Lender has made available to the Administrative Agent such Lender's share of the applicable Borrowing available to the Administrative Agent as contemplated by Section 2.12(b) and (ii) with respect to which a corresponding amount shall not in fact have been returned to the Administrative Agent by the applicable Borrower or made available to the Administrative Agent by any such Lender.

"Unfunded Pension Liability" means the excess of a Plan's benefit liabilities under Section 4001(a) of ERISA over the current value of such Plan's assets, determined in accordance with assumptions used for funding the Plan pursuant to Section 412 of the Code for the applicable plan year.

"Uniform Commercial Code" or "UCC" means the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

"United Kingdom" means the United Kingdom of Great Britain and Northern Ireland.

"United States" and "U.S." mean the United States of America.

"Unrestricted Cash" means (x) cash and Cash Equivalents of the Borrowers and Restricted Subsidiaries of Parent that is not Restricted and (y) cash and Cash Equivalents of the Borrowers and Restricted Subsidiaries of Parent that are restricted in favor of the Facilities and any other pari passu Indebtedness permitted to be incurred hereunder that is secured by a Lien on the Collateral and subject to the Intercreditor Agreement, whether or not such cash and Cash Equivalents are held in a pledged account.

"U.S. Borrower" has the meaning specified in the introductory paragraph to this Agreement.

"U.S. Government Securities Business Day" means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"U.S. Person" means a "United States person" within the meaning of Section 7701(a)(30) of the Code.

"U.S. Pledge Agreement" means the New York-law governed Pledge Agreement dated as of the date hereof and executed by the Loan Parties party thereto.

"U.S. Subsidiary" means any Subsidiary of Parent that is domiciled or incorporated in the United States (or any state or territory thereof).

"U.S. Tax Compliance Certificate" has the meaning specified in Section 3.01(g)(ii)(C)(iii).

"Unpaid Amount" has the meaning specified in Section 7.05.

"Unreimbursed Amount" has the meaning specified in Section 2.03(d)(i).

"VAT" means (a) any value added tax imposed by the UK Value Added Tax Act 1994, (b) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax as amended (EC Directive 2006/112) or any predecessor to it or supplemental to that Directive; and (c) any other Tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in clause (a) or (b) above, or imposed elsewhere.

"Verlinvest" means, collectively, Verlinvest S.A., together with its Affiliates (other than any portfolio company thereof).

"Voting Stock" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote (without regard to the occurrence of any contingency) in the election of the Board of Directors of such Person.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness or Disqualified Stock or Preferred Stock, as the case may be, at any date, the number of years (and/or portion thereof) obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect of such Indebtedness or redemption or similar payment, in respect of such Disqualified Stock or Preferred Stock, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by (b) the then outstanding principal amount of such Indebtedness; provided that for purposes of determining the Weighted Average Life to Maturity of any Indebtedness that is being modified, refinanced, refunded, renewed, replaced or extended (the "Applicable Indebtedness"), the effects of any prepayments or amortization made on such

Applicable Indebtedness prior to the date of the applicable modification, refinancing, refunding, renewal, replacement or extension shall be disregarded.

"Wholly Owned Restricted Subsidiary" means any Wholly Owned Subsidiary that is a Restricted Subsidiary.

"Wholly Owned Subsidiary" of any Person means a direct or indirect Subsidiary of such Person, 100% of the outstanding Capital Stock or other ownership interests of which (other than directors' qualifying shares or shares or interests required to be held by foreign nationals or other third parties to the extent required by applicable Law) shall at the time be owned by such Person or by one or more Wholly Owned Subsidiaries of such Person.

"Working Capital" means, with respect to the Borrowers and the Restricted Subsidiaries on a consolidated basis, Consolidated Current Assets minus Consolidated Current Liabilities; provided that, for purposes of calculating Excess Cash Flow, increases or decreases in Working Capital will be calculated without regard to any changes in Consolidated Current Assets or Consolidated Current Liabilities as a result of (a) reclassification after the Closing Date in accordance with IFRS of assets or liabilities, as applicable, between current and non-current or (b) the effects of purchase accounting.

"Write-Down and Conversion Powers" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

Section 1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) The words "herein," "hereto," "hereof" and "hereunder" and words of similar import when used in any Loan Document shall refer to such Loan Document as a whole and not to any particular provision thereof.

(c) References in this Agreement to an Exhibit, Schedule, Article, Section, clause or subclause refer (A) to the appropriate Exhibit or Schedule to, or Article, Section, clause or subclause in this Agreement or (B) to the extent such references are not present in this Agreement, to the Loan Document in which such reference appears.

(d) The term "including" is by way of example and not limitation.

(e) The term "documents" includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced, whether in physical or electronic form.

(f) Any reference herein to any Person shall be construed to include such Person's successors and assigns.

(g) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including."

(h) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

(i) Notwithstanding anything in this Agreement or any Loan Document to the contrary, when calculating any applicable ratio or determining other compliance with this Agreement (including the determination of compliance with any provision of this Agreement which requires that no Specified Event of Default, Default or Event of Default has occurred, is continuing or would result therefrom or the accuracy of representations and warranties) in connection with any action (including a Specified Transaction) undertaken in connection with the consummation of a Limited Condition Transaction, the date of determination of such ratio and determination of compliance with this Agreement (including whether any Specified Event of Default, Default or Event of Default has occurred, is continuing or would result therefrom or the accuracy of such representations and warranties or other applicable covenant shall be determined, or any default or event of default blocker shall be tested, in each case, at the option of the Swedish Borrower (the Swedish Borrower's election to exercise such option in connection with any Limited Condition Transaction, an "LCA Election" and such date selected, the "LCA Test Date")), (i) in the case of any acquisition or other similar Investment (including with respect to any Indebtedness contemplated or incurred in connection therewith), either, at the option of the Swedish Borrower, (x) as of the date the definitive acquisition agreement for such acquisition or other similar Investment is entered into, (y) at the time that binding commitments to provide any Indebtedness contemplated or incurred in connection therewith are provided or at the time such Indebtedness is incurred or (z) at the time of the consummation of the relevant acquisition or other similar Investment and/or (ii) in the case of any irrevocable Indebtedness repurchase or repayment (including with respect to any Indebtedness contemplated or incurred in connection therewith), either, at the option of the Swedish Borrower, (x) at the time of delivery of notice with respect to such repurchase or repayment, (y) at the time that binding commitments to provide any debt contemplated or incurred in connection therewith are provided or at the time such Indebtedness is incurred or (z) at the time of the making of such repurchase or repayment, in each case, after giving effect to the relevant transaction, any related Indebtedness (including the intended use of proceeds thereof) and all other permitted pro forma adjustments on a Pro Forma Basis and if, after such applicable ratios and other provisions are measured on a Pro Forma Basis after giving effect to such Limited Condition Transaction and such other related and specified actions to be entered into in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) as if they occurred at the beginning of the four consecutive fiscal quarter period being used to calculate such financial ratio ending prior to the LCA Test Date, the Swedish Borrower could have taken such action on the relevant LCA Test Date in compliance with such applicable ratios and provisions, such applicable ratios and provisions shall be deemed to have been complied with. For the avoidance of doubt, (i) if any of such ratios or other financial test are not complied with as a result of fluctuations in such ratio or other financial measurement (including due to fluctuations in Consolidated EBITDA of Parent) at or prior to the consummation of the relevant Limited Condition Transaction, such ratios and other provisions will nevertheless be deemed to have been complied with solely for purposes of determining whether the Limited Condition Transaction is permitted hereunder; provided that if such ratios or other financial test improve as a result of such fluctuations, such improved ratios and other financial measurements, as the case may be, may be utilized and (ii) such ratios and other provisions shall not be tested at the time of consummation of such Limited Condition Transaction or related and specified actions unless so elected pursuant to the foregoing provisions of this paragraph. If Parent has made an LCA Election for any Limited Condition Transaction, then in connection with any subsequent calculation of any ratio or basket availability with respect to any other Limited Condition Transaction and related and specified actions on or following the relevant LCA Test Date and prior to the earlier of the date on which such Limited Condition Transaction is consummated or the date that the definitive agreement for such Limited Condition Transaction is terminated or expires or irrevocable notice is rescinded, as applicable, without consummation of such Limited Condition Transaction, any such ratio or basket shall be calculated on a Pro Forma Basis assuming such Limited Condition Transaction and other related and specified actions in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) have been consummated. Notwithstanding the foregoing, any Limited Condition Transaction shall have a closing date that is not simultaneous with the LCA Test Date and such closing date shall be within ninety (90) days of the LCA Test Date.

(j) For the purpose of determining whether any person is "wholly owned" in this Agreement, the minority shareholdings held by individuals in Holdings as at the date hereof shall be disregarded.

(k) References to the People's Republic of China shall exclude, for the avoidance of doubt, the Hong Kong Special Administrative Region of the People's Republic of China.

(l) [reserved].

(m) [reserved].

(n) Notwithstanding anything to the contrary contained in this Agreement, any Lender may exchange, continue or rollover all or a portion of its Loans in connection with any refinancing, extension, loan modification or similar transaction permitted by the terms of this Agreement, pursuant to a cashless settlement mechanism approved by the Borrowers, the Administrative Agent and such Lender.

(o) The phrase "permitted by" and the phrase "not prohibited by" shall be synonymous, and any transaction not specifically prohibited by the terms of the Loan Documents shall be deemed to be permitted by the Loan Documents.

Section 1.03 Accounting Terms.

(a) All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, IFRS, as in effect from time to time.

(b) If at any time any change in IFRS or the application thereof, or any election by the Borrowers to report in GAAP in lieu of IFRS for financial reporting purposes, would affect the computation or interpretation of any financial ratio, basket, requirement or other provision set forth in any Loan Document, and either the Borrowers or the Required Lenders shall so request, the Administrative Agent and the Borrowers shall negotiate in good faith to amend such ratio, basket, requirement or other provision to preserve the original intent thereof in light of such election to report in GAAP or such change in IFRS or the application thereof (subject to the approval of the Required Lenders not to be unreasonably withheld, conditioned or delayed); provided that, until so amended, (i) (A) such ratio, basket, requirement or other provision shall continue to be computed or interpreted in accordance with IFRS or the application thereof prior to such change therein and (B) the Borrowers shall provide to the Administrative Agent and the Lenders a written reconciliation, in form and substance reasonably satisfactory to the Administrative Agent, between calculations of such ratio, basket, requirement or other provision made before and after giving effect to such change in IFRS or the application thereof or (ii) the Swedish Borrower may elect to fix IFRS as of another later date notified in writing to the Administrative Agent from time to time.

(c) Notwithstanding anything to the contrary contained herein, all such financial statements shall be prepared, and all financial covenants contained herein or in any other Loan Document shall be calculated, in each case, without giving effect to any election under FASB ASC 825 (or any similar accounting principle) permitting a Person to value its financial liabilities at the fair value thereof.

(d) Notwithstanding anything to the contrary contained in this Agreement, only those leases that would constitute capital leases under IFRS as of December 31, 2018 shall be considered capital leases and all calculations and deliverables under this Agreement or any other Loan Document shall be made or delivered, as applicable, in accordance therewith.

Section 1.04 Rounding. Any financial ratios required to be maintained by any of the Borrower Parties, or satisfied in order for a specific action to be permitted, under this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

Section 1.05 References to Agreements and Laws. Unless otherwise expressly provided herein, (a) references to Organization Documents, agreements (including the Loan Documents) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, extensions, supplements and other modifications thereto, but only to the extent that such amendments, restatements, extensions, supplements and other modifications are not prohibited by any Loan Document and (b) references to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Law.

Section 1.06 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to United States Eastern time (daylight savings or standard, as applicable).

Section 1.07 Timing of Payment or Performance. When the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment (other than as specifically provided in Section 2.12 or as described in the definition of "Interest Period") or performance shall extend to the immediately succeeding Business Day.

Section 1.08 Currency Equivalents Generally.

(a) Except for purposes of financial statements delivered by Loan Parties hereunder or except as otherwise provided herein, the applicable amount of any currency for purposes of the Loan Documents shall be such Dollar Amount as so determined by the Administrative Agent; provided that if any basket (including the Threshold Amount for purposes of any Event of Default) is exceeded solely as a result of fluctuations in applicable currency exchange rates after the last time such basket was utilized, such basket will not be deemed to have been exceeded solely as a result of such fluctuations in currency exchange rates.

(b) [reserved].

(c) [reserved].

(d) For purposes of determining the First Lien Net Leverage Ratio, the Senior Secured Net Leverage Ratio and the Total Net Leverage Ratio, amounts denominated in a currency other than Dollars will be converted to Dollars at the currency exchange rates used in preparing Parent's financial statements corresponding to the Test Period with respect to the applicable date of determination and will, in the case of Indebtedness, reflect the currency translation effects, determined in accordance with IFRS, of Swap Contracts permitted hereunder for currency exchange risks with respect to the applicable currency in effect on the date of determination of the Dollar equivalent of such Indebtedness.

Notwithstanding anything to the contrary in this Agreement any (i) representation or warranty that would be untrue or inaccurate, (ii) any undertaking that would be breached or (iii) any event that would constitute a Default or an Event of Default, in each case, solely as a result of fluctuations in applicable currency exchange rates, shall not be deemed to be untrue, inaccurate, breached or so constituted, as applicable, solely as a result of such fluctuations in currency exchange rates; provided that this paragraph shall not apply to Events of Default relating to the breach of any covenant set forth in Section 7.08.

Section 1.09 Change in Currency. Each provision of this Agreement also shall be subject to such reasonable changes of construction as the Administrative Agent may from time to time specify to be appropriate to reflect a change in currency of any country and any relevant market conventions or practices relating to the change in currency.

Section 1.10 Divisions. Any reference herein to a merger, transfer, consolidation, amalgamation, consolidation, assignment, sale, disposition or transfer, or similar term, shall be deemed to apply to a division of or by a limited liability company, limited partnership or trust, or an allocation of assets to a series of a limited liability company, limited partnership or trust (or the unwinding of such a division or allocation), as if it were a merger, transfer, consolidation, amalgamation, consolidation, assignment, sale or transfer, or similar term, as applicable, to, of or with a separate Person. Any division of a limited liability company, limited partnership or trust shall constitute a separate Person hereunder (and each division of any limited liability company, limited partnership or trust that is a Subsidiary, Restricted Subsidiary, Joint Venture or any other like term shall also constitute such a Person or entity).

Section 1.11 Pro Forma Calculations. Notwithstanding anything to the contrary herein (subject to Section 1.02(i)), the Consolidated Cash Interest Expense, the First Lien Net Leverage Ratio, the Senior Secured Net Leverage Ratio, the Total Net Leverage Ratio, the Fixed Charge Coverage Ratio, Consolidated Net Income, Consolidated EBITDA and Consolidated Total Assets shall be calculated (including, in each case, for purposes of Sections 2.14 and 2.15) on a Pro Forma Basis with respect to each Specified Transaction occurring during the applicable four quarter period to which such calculation relates, and/or subsequent to the end of such four-quarter period; provided that notwithstanding the foregoing or the definition of Pro Forma Basis, when calculating (A) Consolidated Net Income for purposes of the definition of Excess Cash Flow, (B) the First Lien Net Leverage Ratio for purposes of determining the applicable percentage of Excess Cash Flow for purposes of Section 2.05(b) and (C) the financial covenants set

forth in Section 7.08(a), any Specified Transaction and any related adjustment contemplated in the definition of "Pro Forma Basis" (and corresponding provisions of the definition of "Consolidated EBITDA") that occurred subsequent to the end of the applicable four quarter period shall not be given Pro Forma Effect.

For purposes of making any computation referred to above:

(1) if any Indebtedness bears a floating rate of interest and is being given *pro forma* effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the date for which a determination under this definition is made had been the applicable rate for the entire period (taking into account any Swap Contracts applicable to such Indebtedness if such Swap Contracts has a remaining term in excess of 12 months);

(2) interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting officer of the Swedish Borrower to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with IFRS;

(3) interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, shall be deemed to have been based upon the rate actually chosen, or, if otherwise specified in the relevant agreement, the rate then in effect or, if none, then based upon such optional rate chosen as the Swedish Borrower may designate; and

(4) interest on any Indebtedness under a revolving credit facility or a Qualified Receivables Financing or Qualified Receivables Factoring computed on a *pro forma* basis shall be computed based upon the average daily balance of such Indebtedness during the applicable period.

Section 1.12 Calculation of Baskets. (a) If any of the baskets set forth in this Agreement are exceeded solely as a result of fluctuations to Consolidated EBITDA or Consolidated Total Assets for the most recently completed fiscal quarter after the last time such baskets were calculated for any purpose under this Agreement, such baskets will not be deemed to have been exceeded solely as a result of such fluctuations.

(b) Notwithstanding anything to the contrary herein, with respect to any amounts incurred or transactions entered into (or consummated) in reliance on a provision of this Agreement under any covenant that does not require compliance with a financial ratio or test (including, without limitation, pro forma compliance with any First Lien Net Leverage Ratio test, Total Net Leverage Ratio test, Senior Secured Net Leverage Ratio test and/or Fixed Charge Coverage Ratio test but excluding any Consolidated EBITDA test) (any such amounts, the "Fixed Amounts") substantially concurrently with any amounts incurred or transactions entered into (or consummated) in reliance on a provision of this Agreement that requires compliance with any such financial ratio or test (any such amounts, the "Incurrence Based Amounts"), it is understood and agreed that the Fixed Amounts being substantially concurrently incurred (other than, in the case of any Fixed Amounts contained in Section 7.01 or Section 7.02, any refinancings of any Indebtedness that was previously incurred) shall be disregarded in the calculation of the financial ratio or test applicable to the Incurrence Based Amounts in connection with such substantially concurrent incurrence, except that (i) incurrences of Indebtedness and Liens constituting Fixed Amounts shall be taken into account for purposes of any Incurrence Based Amounts under any covenant other than Incurrence Based Amounts contained in Section 7.01 or Section 7.02 and (ii) any such calculation shall not give effect to any cash proceeds thereof for netting purposes.

(c) [Reserved].

(d) Notwithstanding anything to the contrary herein, so long as the Convertible Bonds constitute a Subordinated Financing, they shall be disregarded for purposes of calculating the Total Net Leverage Ratio and the Fixed Charge Coverage Ratio in connection with the incurrence of unsecured Indebtedness.

Section 1.13 Agreed Security Principles; Guarantor Provisions. The Collateral Documents and each other guaranty and security document delivered or to be delivered under this Agreement and any obligation to enter into such document or obligation by any Subsidiary shall, solely with respect to Loan Parties not organized in the United States or assets not located in the United States, be subject in all respects to the Agreed Security Principles set forth on Schedule 1.13. This Agreement and all of the other Loan Documents shall be subject in all respects to the Guarantor

Provisions set forth in Schedule 1.14 (as may be supplemented pursuant to Section 10.01 or as otherwise agreed to by the Administrative Agent).

Section 1.14 Borrower Notices. Any instruction given or notice sent by Parent shall, unless otherwise expressly stated to the contrary, be effective as an instruction or notice on behalf of the Borrowers and the Administrative Agent, the Security Agent and each Lender shall be permitted to rely thereon as if the same were furnished by the Borrowers. In connection with the forgoing, each Borrower hereby irrevocably appoints Parent as the borrowing agent and attorney-in-fact for the Borrowers, which appointment shall remain in full force and effect unless and until the Administrative Agent shall have received written notice signed by all of the Borrowers that such appointment has been revoked and that another Borrower has been appointed in such capacity. Each Borrower hereby appoints and authorizes Parent (i) to provide to the Administrative Agent, the Security Agent and the Lenders and receive from the Administrative Agent, the Security Agent and the Lenders all notices with respect to Loans obtained for the benefit of any Borrower and all other notices and instructions under this Agreement and (ii) to take such action as Parent deems appropriate on its behalf to obtain Loans and Commitments and to exercise such other powers as are reasonably incidental thereto to carry out the purposes of this Agreement. Parent hereby accepts such appointment and the Administrative Agent, the Security Agent and the Lenders shall be entitled to rely upon and shall be fully protected in relying upon, any notice or communication delivered by Parent on behalf of all Borrowers. The Administrative Agent, the Security Agent and the Lenders may give any notice or communication with any Borrower hereunder to Parent on behalf of the other Borrowers.

Section 1.15 Joint and Several Liability of the Borrowers

(1) Each Borrower hereby irrevocably and unconditionally accepts, not merely as a surety but also as a co-borrower, joint and several liability with the other Borrowers with respect to the prompt payment and performance of all Obligations of the Borrowers and all agreements of each of the Borrowers under the Loan Documents, it being the intention of the parties hereto that all of the Obligations of each Borrower shall be the joint and several obligations of each of the Borrowers without preferences or distinction between them. If and to the extent that any Borrower shall fail to make any payment with respect to any of the obligations under the Loan Documents as and when due or to perform any of such obligations in accordance with the terms thereof, then in each such event, the other Borrowers will make such payment with respect to, or perform, such obligations. Each Borrower agrees that its co-borrower obligations hereunder are direct obligations of payment and not of collection.

(2) Each Borrower hereby waives, for the benefit of the Secured Parties: (a) any right to require any Secured Parties, as a condition of payment or performance by such Borrower, to (i) proceed against any other Borrower or any other Person, (ii) proceed against or exhaust any security held from any other Borrower or any other Person, (iii) proceed against or have resort to any credit on the books of any Secured Parties in favor of any other Borrower or any other Person or (iv) pursue any other remedy in the power of any Secured Parties whatsoever; (b) any defense arising by reason of the incapacity, lack of authority or any disability or other defense of any other Borrower including any defense based on or arising out of the lack of validity or the unenforceability of the Obligations or any agreement or instrument relating thereto or by reason of the cessation of the liability of any other Borrower from any cause other than payment in full of the Obligations; (c) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal; (d) any defense based upon any Secured Party's errors or omissions in the administration of the Obligations, except behavior which amounts to bad faith; (e) (i) any principles or provisions of law, statutory or otherwise, which are or might be in conflict with the terms hereof and any legal or equitable discharge of such Borrower's obligations hereunder, (ii) the benefit of any statute of limitations affecting such Borrower's liability hereunder or the enforcement hereof, (iii) any rights to set-off, recoupments and counterclaims, and (iv) promptness, diligence and any requirement that any Secured Party protect, secure, perfect or insure any security interest or lien or any property subject thereto; (f) any defense based on modification of the Obligations; (g) notices, demands, presentments, protests, notices of protest, notices of dishonor and notices of any action or inaction, including acceptance hereof, notices of default hereunder or any agreement or instrument related thereto, notices of any renewal, extension or modification of the Obligations or any agreement related thereto, notices of any extension of credit to any Borrower and any right to consent to any thereof; and (g) any defenses or benefits that may be derived from or afforded by law which limit the liability of or exonerate guarantors or sureties, or which may conflict with the terms hereof.

Section 1.16 Interest Rate. The interest rate on a Loan denominated in dollars may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event, Section 3.04(b) provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or alternative rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrowers. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrowers, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

Section 1.17 German Terms. In this Agreement, where it relates to a Loan Party incorporated or established in the Federal Republic of Germany, any reference to:

(i) a person being unable to pay its debts means that person being in a state of illiquidity (*Zahlungsunfähigkeit*) under section 17 of the German Insolvency Code (*Insolvenzordnung*) and a person being presumed to be insolvent by applicable law includes that person being over-indebted (*überschuldet*) under section 19 of the German Insolvency Code (*Insolvenzordnung*);

(ii) a liquidator, trustee in bankruptcy, compulsory manager, receiver or administrator includes an "*Insolvenzverwalter"*, a "*vorläufiger Insolvenzverwalter"* or a "*Sachwalter"*;

(iii) winding up, administration or dissolution includes insolvency proceedings (*Insolvenzverfahren*);

(iv) in relation to any Collateral Document or other security rights or security assets governed by German law "trust", "trustee" or "on trust" shall be construed as "*Treuhand*", "*Treuhänder*" or "*treuhänderisch*";

(v) "by-laws" or "constitutional documents" includes reference to articles of association (*Satzung*) or partnership agreement (*Gesellschaftsvertrag*) and rules of procedure (*Geschäftsordnung*) (as applicable);

(vi) a "director" or "officer" includes any statutory legal representative(s) (*organschaftlicher Vertreter*) of a person, including but not limited to, a managing director (*Geschäftsführer*) or member of the board of directors (*Vorstand*) or an authorised representative (*Prokurist*);

(vii) a bankruptcy, insolvency, administration, (general) composition, compromise, moratorium, restructuring, reorganisation or the like includes, without limitation, an *Insolvenzverfahren* within the meaning of the German Insolvency Code (*Insolvenzordnung*) and any situation where a Loan Party incorporated or established in the Federal Republic of Germany is illiquid (*zahlungsunfähig*) within the meaning of section 17 of the German Insolvency Code (*Insolvenzordnung*) or over-indebted (*überschuldet*) within the meaning of section 19 of the German Insolvency Code (*Insolvenzordnung*) but excludes the circumstance that a restructuring matter (*Restrukturierungssache*) is pending at a restructuring court pursuant to the German Act on the Stabilization and Restructuring Framework for Enterprises (*Gesetz über den Stabilisierungs- und Restrukturierungsrahmen für Unternehmen*) ("**StaRUG**") as well as the circumstance that a stabilization or restructuring instrument (*Instrument des Stabilisierungs- und Restrukturierungsrahmens*) provided by the StaRUG is used;

(viii) a winding-up, dissolution or the like includes, without limitation, a liquidation (*Auflösung*) within the meaning of the German Stock Corporation Act (*Aktiengesetz*) or the German Act on Limited Liability Companies (*Gesetz betreffend die Gesellschaften mit beschränkter Haftung*);

(ix) an attachment, sequestration or execution or the like includes, without limitation, attachment (*Pfändung*) or execution (*Vollstreckung*) within the meaning of the German Code of Civil Procedure (*Zivilprozessordnung*); and

(x) a person being "incorporated or domiciled" or "domiciled or incorporated" in Germany means a person incorporated or established in the Federal Republic of Germany.

Section 1.18 Sanctions Provisions.

(a) The representations, warranties and covenants contained in Sections 5.19, 5.20, 6.08 and 6.11 (together, the "Sanctions Provisions") are being made by each Loan Party if and to the extent that such representations, warranties or covenants would not result in a violation of or conflict with the Council Regulation (EC) No 2271/96 of 22 November 1996 protecting against the effects of the extra-territorial application of legislation adopted by a third country, and actions based thereon or resulting therefrom, section 7 of the German Foreign Trade Regulation (*Außenwirtschaftsverordnung*) or any similar provision enacted under or pursuant to the German Foreign Trade Act (*Außenwirtschaftsgesetz*) and/or any other applicable anti-boycott laws or regulations (together, the "Anti-Boycott Regulations").

(b) In relation to each Lender that notifies the Administrative Agent to this effect (each a "Restricted Lender"), the Sanctions Provisions shall only apply for the benefit of that Restricted Lender to the extent that it would not result in any violation of, conflict with or give rise to liability under the Anti-Boycott Regulations.

(c) In connection with any amendment, waiver, determination or direction relating to any part of a Sanctions Provision of which a Restricted Lender does not have the benefit pursuant to paragraph (b) above, the Commitments of that Restricted Lender will be excluded for the purpose of determining whether the consent of the Required Lenders (or any other applicable consent threshold) has been obtained or whether the determination or direction by the Required Lenders (or any other applicable consent threshold required to make the relevant determination or direction) has been made.

Section 1.19 Swedish Terms.

(a) In this Agreement, where it relates to a Swedish entity, a reference to:

(i) a "composition" or "arrangement" with any creditor includes (A) any write-down of debt (Sw. *offentligt ackord*) following from any procedure of 'företagsrekonstruktion' under the Swedish Company Reorganisation Act (Sw. *Lag om företagsrekonstruktion (2022:964)*) (the "Swedish Company Reorganisation Act"), or (B) any write-down of debt in bankruptcy (Sw. *ackord i konkurs*) under the Swedish Bankruptcy Act (Sw. *Konkurslag (1987:672)*) (the "Swedish Bankruptcy Act");

(ii) a "compulsory manager", "administrative receiver" or "administrator" includes (A) 'rekonstruktör' under the Swedish Company Reorganisation Act, (B) 'konkursförvaltare' under the Swedish Bankruptcy Act, or (C) 'likvidator' under the Swedish Companies Act (Sw. *Aktiebolagslag (2005:551)*) (the "Swedish Companies Act");

(iii) a "merger", "consolidation" or "amalgamation" includes any 'fusion' implemented in accordance with Chapter 23 of the Swedish Companies Act and a "demerger" includes any 'fission' implemented in accordance with Chapter 24 of the Swedish Companies Act; and

(iv) a "winding-up", "administration" or "dissolution" includes 'frivillig likvidation' or 'tvångslikvidation' under Chapter 25 of the Swedish Companies Act, a "bankruptcy" includes a 'konkurs' under the Swedish Bankruptcy Act and a "company restructuring" includes a 'företagsrekonstruktion' under the Swedish Company Reorganisation Act.

(b) Each reference to Collateral governed by Swedish law shall be interpreted as a reference to Collateral governed by Swedish law and/or perfected in accordance with Swedish law.

(c) If any party to this Agreement that is incorporated in Sweden (the "Obligated Party") is required to hold an amount on trust on behalf of another party (the "Beneficiary"), the Obligated Party shall hold such money as agent for the Beneficiary on a separate account in accordance with the Swedish Funds Accounting Act (Sw. *Lag om redovisningsmedel (1944:181)*).

(d) Any transfer by novation in accordance with the Loan Documents shall, as regards Collateral governed by Swedish law and obligations owed by a Swedish Loan Party, be deemed to take effect as an assignment and assumption or transfer of such rights, benefits, obligations and security interests and each such assignment and assumption or transfer shall be in relation to the proportionate part of the security interests granted under the relevant Swedish law governed Collateral.

Section 1.20 Dutch Terms.

(a) In this Agreement, where it relates to a Dutch entity, a reference to:

(i) "Organization Documents" means the deed of incorporation (*akte van oprichting*), articles of association (*statuten*), and an up-to-date extract of the Trade Register of the Dutch Chamber of Commerce relating to the Dutch Subsidiary;

(ii) any step or procedure taken in connection with an insolvency proceeding includes a Dutch entity having filed a notice under Section 36 of the Dutch Tax Collection Act (*Invorderingswet 1990*).

ARTICLE II.
The Commitments and Credit Extensions

Section 2.01 The Loans.

(a) The Initial Term Borrowings. Subject to the terms and conditions set forth herein, each Term Lender with an Initial Term Commitment severally agrees to make a single loan denominated in Dollars (the "Initial Term Loans") to the Borrowers on the Closing Date in an amount not to exceed such Term Lender's Initial Term Commitment. The Initial Term Borrowing shall consist of Initial Term Loans made simultaneously by the Term Lenders in accordance with their respective Initial Term Commitments. Amounts borrowed under this Section 2.01(a) and subsequently repaid or prepaid may not be reborrowed (it being understood, however, that prepayments will be taken into account for purposes of any Prepayment-Based Incremental Facility to the extent provided by Section 2.14). Initial Term Loans may be Base Rate Loans or SOFR Loans as further provided herein.

(b) [reserved].

(c) After the Closing Date, subject to and upon the terms and conditions set forth herein, each Lender with a Term Commitment (other than an Initial Term Commitment) with respect to any Tranche of Term Loans (other than Initial Term Loans) severally agrees to make a Term Loan under such Tranche to the applicable Borrowers thereof in an amount not to exceed such Term Lender's Term Commitment under such Tranche on the date of incurrence thereof, which Term Loans under such Tranche shall be incurred pursuant to a single drawing on the date set forth for such incurrence. Such Term Loans may be Base Rate Loans or SOFR Loans as further provided herein. Once repaid, Term Loans incurred hereunder may not be reborrowed.

Section 2.02 Borrowings, Conversions and Continuations of Loans.

(a) Each Term Borrowing, each conversion of Term Loans, from one Type to the other, and each continuation of SOFR Loans, shall be made upon irrevocable notice by the Swedish Borrower to the Administrative Agent; provided that Loans denominated in Dollars shall be Base Rate Loans or SOFR Loans. Other than with respect to a Borrowing of Base Rate Loans (which must be in writing and be received by the Administrative Agent not later

than 12:00 p.m. (New York City time)), each such notice must be in writing and must be received by the Administrative Agent not later than 12:00 p.m. (New York City time) (i) three (3) Business Days prior to the requested date of any Borrowing of, or continuation of SOFR Loans, or of any conversion of Base Rate Loans to SOFR Loans (or such later date as the Administrative Agent shall agree) (or in the case of any such Borrowing to be made on the Closing Date, one Business Day prior to the Closing Date) and (ii) one (1) Business Day prior to the requested date of any Borrowing of Base Rate Loans or of any conversion of SOFR Loans to Base Rate Loans. Each notice pursuant to this Section 2.02(a) shall be delivered to the Administrative Agent in the form of a written Committed Loan Notice, appropriately completed and signed by a Responsible Officer of the Borrowers.

Each Borrowing of, conversion to or continuation of SOFR Loans shall be in a principal amount of $1,000,000 or a whole multiple of $500,000 in excess thereof. Each Borrowing of, or conversion to, Base Rate Loans shall be in a principal amount of $500,000 or a whole multiple of $100,000 in excess thereof.

Each Committed Loan Notice shall specify (i) whether the applicable Borrowers are requesting a Term Borrowing, a conversion of a Tranche of Term Loans from one Type to the other, or a continuation of SOFR Loans, (ii) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (iii) the principal amount of Loans to be borrowed, converted or continued, (iv) if applicable, the Type of Loans to be borrowed or to which existing Tranche of Term Loans are to be converted and (v) if applicable, the duration of the Interest Period with respect thereto. If the Borrowers fail to specify a Type of Loan in a Committed Loan Notice or if the Borrowers fail to give a timely notice requesting a conversion or continuation, then the applicable Tranche of Term Loans shall be made as, or converted to, SOFR Loans with an Interest Period of one month. Any such automatic conversion or continuation pursuant to the immediately preceding sentence shall be effective as of the last day of the Interest Period then in effect with respect to the applicable SOFR Loans, as applicable. If the Borrowers request a Borrowing of, conversion to, or continuation of SOFR Loans in any such Committed Loan Notice, but fail to specify an Interest Period, they will be deemed to have specified an Interest Period of one month.

(b) Following receipt of a Committed Loan Notice, the Administrative Agent shall promptly notify each applicable Lender of the amount of its ratable share of the applicable Tranche of Term Loans, and if no timely notice of a conversion or continuation of SOFR Loans is provided by the applicable Borrowers, the Administrative Agent shall notify each Lender of the details of any automatic conversion to SOFR Loans with an Interest Period of one month as described in Section 2.02(a). Each Appropriate Lender shall make the amount of its Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 1:00 p.m. (New York City time) on the Business Day specified in the applicable Committed Loan Notice. Each Lender may, at its option, make any Loan available to the Borrowers by causing any foreign or domestic branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the Borrowers to repay such Loan in accordance with the terms of this Agreement. Upon satisfaction of the applicable conditions set forth in Section 4.01, the Administrative Agent shall make all funds so received by the cutoff times set forth above available to the Borrowers in like funds received by the Administrative Agent either by (i) crediting the account of the Borrowers on the books of the Administrative Agent with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrowers.

(c) Except as otherwise provided herein, a SOFR Loan may be continued or converted only on the last day of an Interest Period for such SOFR Loan unless the Borrowers pay the amount due under Section 3.06 in connection therewith. During the existence of an Event of Default, at the election of the Administrative Agent or the Required Lenders, no Loans may be requested as, converted to or continued as SOFR Loans.

(d) The Administrative Agent shall promptly notify the Borrowers and the Lenders of the interest rate applicable to any Interest Period for SOFR Loans upon determination of such interest rate. The determination of Term SOFR by the Administrative Agent shall be conclusive in the absence of manifest error.

(e) After giving effect to all Term Borrowings, all conversions of Term Loans from one Type to the other, and all continuations of Term Loans of the same Type, there shall not be more than ten Interest Periods in effect.

(f) The failure of any Lender to make the Loan to be made by it as part of any Borrowing shall not relieve any other Lender of its obligation, if any, hereunder to make its Loan on the date of such Borrowing, but no

Lender shall be responsible for the failure of any other Lender to make the Loan to be made by such other Lender on the date of any Borrowing, which for the avoidance of doubt does not limit such Lender's obligations under Section 2.17.

(g) In connection with the use or administration of Term SOFR, the Administrative Agent will have the right to make Conforming Changes from time to time (in consultation with the Borrowers) and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document. The Administrative Agent will promptly notify the Borrowers and the Lenders of the effectiveness of any Conforming Changes in connection with the use or administration of Term SOFR.

Section 2.03 [Reserved].

Section 2.04 [Reserved].

Section 2.05 Prepayments.

(a) Optional. (i) The Borrowers may, upon notice by the Borrowers substantially in the form of Exhibit G (or in such other form reasonably acceptable to the Administrative Agent) to the Administrative Agent, at any time or from time to time voluntarily prepay Loans in whole or in part without premium or penalty except as set forth in Section 2.05(a)(iii) below; provided that (1) such notice must be received by the Administrative Agent not later than 2:00 p.m. (New York City time) three Business Days prior to any date of prepayment (or such shorter period as the Administrative Agent shall agree, acting reasonably) and (2) any prepayment of SOFR Loans shall be in a principal amount of $1,000,000 or a whole multiple of $500,000 in excess thereof. Each such notice shall specify the date and amount of such prepayment, the Tranche of Loans to be prepaid, the Type(s) of Loans to be prepaid and, if SOFR Loans are to be prepaid, the Interest Period(s) of such Loans (except that if the class of Loans to be prepaid includes both Base Rate Loans and SOFR Loans, absent direction by the applicable Borrowers, the applicable prepayment shall be applied first to Base Rate Loans to the full extent thereof before application to SOFR Loans, in each case in a manner that minimizes the amount payable by the applicable Borrowers in respect of such prepayment pursuant to Section 3.06). The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's ratable portion of such prepayment (based on such Lender's ratable share of the relevant Facility). If such notice is given by the Borrowers, subject to clause (ii) below, the applicable Borrowers shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment shall be accompanied by all accrued interest thereon, together with any additional amounts required pursuant to Section 2.05(a)(iii) and Section 3.06. Subject to Section 2.17, each prepayment of any outstanding Term Loan Tranche pursuant to this Section 2.05(a) shall be applied to such Term Loan Tranche or Term Loan Tranches designated on such notice. Subject to Section 2.17, each prepayment of any outstanding Term Loan Tranche pursuant to this Section 2.05(a) shall be applied to the remaining amortization payments of the applicable Term Loan Tranche as directed by the Swedish Borrower (or, if the Swedish Borrower has not made such designation, in direct order of maturity); and each such prepayment shall be paid to the Appropriate Lenders on a pro rata basis to the Lenders within such applicable Term Loan Tranche. The Borrower shall have no more than four prepayments of SOFR Loans per year pursuant to this Section 2.05(a).

(ii) Notwithstanding anything to the contrary contained in this Agreement, any notice of prepayment under Section 2.05(a)(i) may state that it is conditioned upon the occurrence or non-occurrence of any event specified therein (including the effectiveness of other credit facilities), in which case such notice may be revoked or postponed by the Borrowers (by written notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied.

(iii) In the event that all or any portion of the Initial Term Loans is repaid or prepaid for any reason (including as a result of any mandatory prepayments pursuant to Section 2.05(b)(ii) or Section 2.05(b)(iii), voluntary or optional prepayments, any Repricing Event, payments made following acceleration of the Initial Term Loans (but excluding payments of the purchase price in connection with an assignment of the Initial Term Loans made pursuant to Section 3.08) prior to the date falling 30 months after the Amendment No. 2 Effective Date, such repayments or prepayments will be made together with a premium equal to (A) the Make-Whole Premium as of the date of such repayment or prepayment, if such repayment or prepayment occurs prior to the date falling 18 months after the

Amendment No. 2 Effective Date and (B) 3.00% of the amount repaid or prepaid, if such repayment or prepayment occurs on or after the date falling 18 months after the Amendment No. 2 Effective Date but on or prior to the date falling 30 months after the Amendment No. 2 Effective Date (the foregoing premiums (including the Make-Whole Premium), the "Prepayment Premium"); provided that the Prepayment Premium shall not apply to (1) scheduled amortization Installment payments made by Borrower pursuant to Section 2.07 and (2) mandatory prepayments by Borrower pursuant to Section 2.05(b)(i). If the Initial Term Loans are accelerated or otherwise become due prior to their maturity date, in each case, as a result of an Event of Default (including upon the occurrence of a bankruptcy or insolvency event (including the acceleration of claims by operation of law)), the amount of principal of and premium on the Initial Term Loans that becomes due and payable shall equal 100% of the principal amount of the Initial Term Loans plus the Prepayment Premium in effect on the date of such acceleration or such other prior due date, as if such acceleration or other occurrence were a voluntary prepayment of the Initial Term Loans accelerated or otherwise becoming due. Without limiting the generality of the foregoing, it is understood and agreed that if the Initial Term Loans are accelerated or otherwise become due prior to their maturity date, in each case, in respect of any Event of Default (including upon the occurrence of a bankruptcy or insolvency event (including the acceleration of claims by operation of law)), the Prepayment Premium applicable with respect to a voluntary prepayment of the Initial Term Loans will also be due and payable on the date of such acceleration or such other prior due date as though the Loans were voluntarily prepaid as of such date and shall constitute part of the Obligations, in view of the impracticability and extreme difficulty of ascertaining actual damages and by mutual agreement of the parties as to a reasonable calculation of each Lender's loss as a result thereof. Any premium payable above shall be presumed to be the liquidated damages sustained by each Lender and each Borrower agrees that it is reasonable under the circumstances currently existing. EACH BORROWER EXPRESSLY WAIVES (TO THE FULLEST EXTENT IT MAY LAWFULLY DO SO) THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS OR MAY PROHIBIT THE COLLECTION OF THE PREPAYMENT PREMIUM IN CONNECTION WITH ANY SUCH ACCELERATION. Each Borrower expressly agrees (to the fullest extent it may lawfully do so) that: (A) the Prepayment Premium is reasonable and is the product of an arm's length transaction between sophisticated business people, ably represented by counsel; (B) the Prepayment Premium shall be payable notwithstanding the then prevailing market rates at the time payment is made; (C) there has been a course of conduct between the Lenders and each Borrower giving specific consideration in this transaction for such agreement to pay the Prepayment Premium; and (D) each Borrower shall be estopped hereafter from claiming differently than as agreed to in this paragraph

(b) Mandatory.

(i) For any Excess Cash Flow Period, within ten Business Days after financial statements have been delivered or were required to have been delivered pursuant to Section 6.01(a) and the related Compliance Certificate has been delivered pursuant to Section 6.02(a) (or, if later, the date on which such financial statements and such Compliance Certificate are required to be delivered), the Borrowers shall prepay an aggregate principal amount of Term Loans in an amount equal to (A) 50% (as may be adjusted pursuant to the proviso below) of Excess Cash Flow for such Excess Cash Flow Period (commencing with the Excess Cash Flow Period ending on December 31, 2024), *minus* (B) the sum of:

(1) the aggregate amount of voluntary principal prepayments in cash of the Loans, Sustainable Revolving Credit Facility Loans (to the extent accompanied by a permanent reduction in the Sustainable Revolving Credit Facility Commitment), Specified Refinancing Term Loans or Indebtedness (other than any revolving Indebtedness) that is pari passu in right of payment and security with the Initial Term Loans, in each case made during the period commencing on the first day of the relevant Excess Cash Flow Period and ending on the last day of the relevant Excess Cash Flow Period or, at the option of the Swedish Borrower and without duplication, on the date immediately prior to the date on which the relevant Excess Cash Flow prepayment is or would be required to be made (including prepayments at a discount to par in connection with Permitted Debt Exchanges, repayments of Obligations of any Replaceable Lender permitted under Section 3.08 and assignments made to Parent or any of its Subsidiaries permitted under this Agreement, with credit given for the actual amount of the cash payment) (except prepayments of secured revolving Indebtedness that are not accompanied by a corresponding permanent commitment reduction), in each case other than to the extent that any such prepayment is funded with the proceeds of long-term Indebtedness (other than any revolving Indebtedness (except for revolving Indebtedness used to prepay any other revolving Indebtedness));

(2) [reserved],

(3) the amount of Taxes paid and/or capital expenditures either made in cash by any Borrower or any of its Restricted Subsidiaries during the period commencing on the first day of the relevant Excess Cash Flow Period and ending on the last day of the applicable Excess Cash Flow Period (or, at the Swedish Borrower's option, after the end of the relevant Excess Cash Flow Period but prior to the time such Excess Cash Flow payment is due; provided that to the extent the Swedish Borrower exercises such option, such amount shall not be permitted as a reduction against the subsequent Excess Cash Flow Period calculation) and in each case other than to the extent that any such capital expenditures or Taxes are funded with the proceeds of long-term Indebtedness (other than any revolving Indebtedness),

(4) the aggregate amount of cash consideration paid by any Borrower or any Restricted Subsidiary (on a consolidated basis) in connection with any Investments, any acquisitions, acquisitions of intellectual property and any deferred payments in connection with any acquisition and Restricted Payments (including, without limitation, any distribution with respect to Taxes) other than, in each case, any Investments in cash or Cash Equivalents or Investments in Parent or any Restricted Subsidiaries during the period commencing on the first day of the relevant Excess Cash Flow Period and ending on the last day of the applicable Excess Cash Flow Period (or, at the Swedish Borrower's option, after the end of the relevant Excess Cash Flow Period but prior to the time such Excess Cash Flow payment is due; provided that to the extent the Swedish Borrower exercises such option, such amount shall not be permitted as a reduction against the subsequent Excess Cash Flow Period calculation) and in each case other than to the extent that any such cash consideration is funded with the proceeds of long-term Indebtedness (other than any revolving Indebtedness), and

(5) at the Borrowers' election, without duplication of amounts deducted from Excess Cash Flow pursuant to this Section 2.05(b)(i)(B)(5) in respect of prior fiscal years, the aggregate consideration required to be paid in cash by any Borrower or any of the Restricted Subsidiaries pursuant to binding contracts (the "Contract Consideration") entered into prior to or during such fiscal year or otherwise budgeted or planned to be paid in cash, in each case, relating to Investments, any acquisitions, acquisitions of intellectual property and any deferred payments in connection with any acquisition, or capital expenditures to be consummated or made during the period of four consecutive fiscal quarters of Parent following the end of such fiscal year other than, in each case, any Investments in cash or Cash Equivalents or Investments in Parent or any Restricted Subsidiaries; provided that to the extent the aggregate amount of cash actually utilized to finance such Investments and capital expenditures during such period of four consecutive fiscal quarters is less than the Contract Consideration or amount otherwise budgeted or planned for such uses, the amount of such shortfall shall be added to the calculation of Excess Cash Flow at the end of such period of four consecutive fiscal quarters;

provided that such percentage in respect of any Excess Cash Flow Period shall be reduced to 25% if the First Lien Net Leverage Ratio as of the last day of the fiscal year to which such Excess Cash Flow Period relates was less than or equal to 4.00:1.00 but greater than 3.00:1.00 or to 0% if the First Lien Net Leverage Ratio as of the last day of the fiscal year to which such Excess Cash Flow Period relates was less than or equal to 3.00:1.00, respectively (the amount described in this clause (i), the "ECF Prepayment Amount"); provided further that no prepayment shall be required with respect to any Excess Cash Flow Period to the extent Excess Cash Flow for such period is less than the greater of (x) $5,000,000 and (y) 10.0% of Four Quarter Consolidated EBITDA (and only the amounts in excess thereof shall be required to be prepaid); provided further that, if the First Lien Net Leverage Ratio on a Pro Forma Basis after giving effect to any Excess Cash Flow prepayment would result in the percentage in respect of the applicable Excess Cash Flow Period being reduced to 25% or 0%, then such reduced percentage applicable to the Excess Cash Flow prepayment required to be made shall apply.

(ii) If any Asset Sale (or series of related Asset Sales) results in the receipt by the Borrowers or any Restricted Subsidiary of aggregate Net Cash Proceeds in excess of $10,000,000 per fiscal year (such threshold amount, the "De-Minimis Amount" and any such event, a "Relevant Transaction"), then except to the extent the Swedish Borrower elects to reinvest all or a portion of such Net Cash Proceeds in accordance with Section 7.04, the Borrowers shall prepay, subject to Section 2.05(b)(viii) and (ix), an aggregate principal amount of Term Loans in an amount equal to 100% of the Net Cash Proceeds received from such Relevant Transaction within 15 Business Days of receipt thereof (or, within 15 Business Days after the later of the date the threshold referred to above is first exceeded and the date the relevant Net Cash Proceeds are received) by the Borrowers or such Restricted Subsidiary; provided that the

Borrowers may use a portion of the Net Cash Proceeds received from such Relevant Transaction to prepay or repurchase any other Indebtedness (other than Indebtedness under the Sustainable Revolving Credit Facility Agreement) that is secured by the Collateral on a first lien "equal and ratable" basis with Liens securing the Obligations to the extent such other Indebtedness and the Liens securing the same are permitted hereunder and the documentation governing such other Indebtedness requires such a prepayment or repurchase thereof with the proceeds of such Relevant Transaction, to the extent not deducted in the calculation of Net Cash Proceeds, in each case in an amount not to exceed the product of (1) the amount of such Net Cash Proceeds and (2) a fraction, the numerator of which is the outstanding principal amount of such other Indebtedness (or to the extent such amount is not in Dollars, such equivalent amount of such Indebtedness converted into Dollars as determined in accordance with Section 1.08) and the denominator of which is the aggregate outstanding principal amount of Term Loans and such other Indebtedness (or to the extent such amount is not in Dollars, such equivalent amount of such Indebtedness converted into Dollars as determined in accordance with Section 1.08).

(iii) Upon the incurrence or issuance by Parent, Holdings, any Borrower or any Restricted Subsidiary of any Refinancing Notes, any Specified Refinancing Term Loans or any Indebtedness not expressly permitted to be incurred or issued pursuant to Section 7.01, the Borrowers shall prepay an aggregate principal amount of Term Loan Tranches in an amount equal to 100% of all Net Cash Proceeds received therefrom immediately upon receipt thereof by the Borrowers or such Restricted Subsidiary.

(iv) [reserved].

(v) [reserved].

(vi) Subject to Section 2.17, each prepayment of Term Loans pursuant to this Section 2.05(b) shall be applied among Term Loan Tranches as directed by the Swedish Borrower (other than a prepayment of (x) Term Loans with the proceeds of Indebtedness incurred pursuant to Section 2.18, which shall be applied to the Term Loan Tranche as applicable, being refinanced pursuant thereto or (y) Term Loans with the proceeds of any Refinancing Notes issued or incurred to the extent permitted under Section 7.01(a), which shall be applied to the Term Loan Tranche, as applicable, being refinanced pursuant thereto) and, in the case of a Term Loan Tranche, within a Term Loan Tranche as directed by the Swedish Borrower (and absent such direction, in direct order of maturity). Amounts to be applied to a Term Loan Tranche in connection with prepayments made pursuant to this Section 2.05(b) shall be applied to the principal installments thereof as directed by the Swedish Borrower (and absent such direction, to the remaining scheduled installments with respect to such Term Loan Tranche in direct order of maturity). Each prepayment of Term Loans pursuant to this Section 2.05(b) shall be applied on a pro rata basis to the then outstanding Base Rate Loans and SOFR Loans under such Facility; provided that, if there are no Declining Lenders with respect to such prepayment, then the amount thereof shall be applied first to Base Rate Loans under such Facility to the full extent thereof before application to SOFR Loans, in each case in a manner that minimizes the amount payable by the Borrowers in respect of such prepayment pursuant to Section 3.06.

(vii) All prepayments under this Section 2.05 shall be made together with, in the case of any such prepayment of a SOFR Loan on a date other than the last day of an Interest Period therefor, any amounts owing in respect of such SOFR Loan pursuant to Section 3.06 and, to the extent applicable, any additional amounts required pursuant to Section 2.05(a)(iii).

(viii) Notwithstanding any other provisions of this Section 2.05, to the extent that any or all of the Net Cash Proceeds of any Asset Sale by a Subsidiary (a "Foreign Disposition") giving rise to a prepayment event pursuant to Section 2.05(b)(ii), or Excess Cash Flow giving rise to a prepayment event pursuant to Section 2.05(b)(i), are or is prohibited, restricted or delayed by applicable local law (including, without limitation, financial assistance and corporate benefit restrictions and fiduciary and statutory duties of any directors or officers of such Subsidiaries) from being repatriated to the applicable Borrowers, the portion of such Net Cash Proceeds or Excess Cash Flow so affected will not be required to be applied to repay Term Loans at the times provided in this Section 2.05 but may be retained by the applicable Subsidiary (it being understood and agreed that the Borrowers shall be under no obligation to cause or to attempt to cause the applicable Subsidiary to promptly take any actions reasonably required by the applicable local law to permit such repatriation, to monitor any such circumstances or to reserve cash for future repatriation after it has provided notice to the Administrative Agent of such prohibition, restriction, delay or risk).

(ix) Notwithstanding any other provisions of this Section 2.05, to the extent that the Swedish Borrower has determined in good faith that repatriation of any or all of the Net Cash Proceeds of any Foreign Disposition giving rise to a prepayment event pursuant to Section 2.05(b)(ii), or Excess Cash Flow giving rise to a prepayment event pursuant to Section 2.05(b)(i) would result in material adverse tax consequences (as reasonably determined by the Swedish Borrower in consultation with the Administrative Agent and the Lead Lender, taking into account any foreign Tax credit or benefit actually realized in connection with such repatriation) with respect to such Net Cash Proceeds or Excess Cash Flow, the Net Cash Proceeds or Excess Cash Flow so affected may be retained by the applicable Subsidiary; provided that to the extent that the repatriation of the relevant Net Cash Proceeds of any Foreign Disposition or Excess Cash Flow, directly or indirectly, from the relevant Subsidiary would no longer have a material adverse Tax consequence (as reasonably determined by the Swedish Borrower) within the 365-day period following the Foreign Disposition or the end of the applicable Excess Cash Flow Period, as the case may be, an amount equal to the Net Cash Proceeds or Excess Cash Flow, as applicable and to the extent available, not previously applied pursuant to this sub-clause (ix) shall be promptly applied (net of any Taxes payable as a result of such repatriation) to the repayment of the Term Loans pursuant to Section 2.05 as otherwise required above.

(x) Notwithstanding any other provisions of this Section 2.05(b), the Borrowers may make prepayments required in connection with any Indebtedness that is secured on a pari passu basis with the Initial Term Loans on a ratable basis based on the outstanding principal amount of such Indebtedness.

(c) Term Lender Opt-Out. With respect to any prepayment of Initial Term Loans and, unless otherwise specified in the documents therefor, other Term Loan Tranches pursuant to Section 2.05(b)(i) or (ii), any Appropriate Lender, at its option, may elect not to accept such prepayment as provided below. The Swedish Borrower shall notify the Administrative Agent of any event giving rise to a prepayment under Section 2.05(b)(i) or (ii) at least five Business Days prior to the date of such prepayment. Each such notice shall specify the date of such prepayment and provide a reasonably detailed calculation of the amount of such prepayment that is required to be made under Section 2.05(b)(i) or (ii) (the "Prepayment Amount"). The Administrative Agent will promptly notify each Appropriate Lender of the contents of any such prepayment notice so received from the Swedish Borrower, including the date on which such prepayment is to be made (the "Prepayment Date"). Any Appropriate Lender may decline to accept all (but not less than all) of its share of any such prepayment pursuant to Section 2.05(b)(i) or (ii) (any such Lender, a "Declining Lender") by providing written notice to the Administrative Agent no later than four Business Days after the date of such Appropriate Lender's receipt of notice from the Administrative Agent regarding such prepayment. If any Appropriate Lender does not give a notice to the Administrative Agent on or prior to such fourth Business Day informing the Administrative Agent that it declines to accept the applicable prepayment, then such Lender will be deemed to have accepted such prepayment. On any Prepayment Date, an amount equal to the Prepayment Amount minus the portion thereof allocable to Declining Lenders, in each case for such Prepayment Date, shall be paid to the Administrative Agent by the Borrowers and applied by the Administrative Agent ratably to prepay Term Loans under the Term Loan Tranche(s) owing to Appropriate Lenders (other than Declining Lenders) in the manner described in Section 2.05(b) for such prepayment. Any amounts that would otherwise have been applied to prepay Term Loans, New Term Loans or Specified Refinancing Term Loans owing to Declining Lenders shall be retained by the Borrowers (such amounts, "Declined Amounts").

(d) Currency. All Loans shall be repaid, whether pursuant to this Section 2.05 or otherwise, in the currency in which they were made.

Section 2.06 Termination or Reduction of Commitments.

(a) Optional. The Borrowers may, upon written notice by the Borrowers to the Administrative Agent, terminate the unused portions of the Commitments under any Term Loan Tranche or from time to time permanently reduce the unused portions of the Commitments under any Term Loan Tranche; provided that (i) any such notice shall be received by the Administrative Agent three Business Days (or such shorter period as the Administrative Agent shall agree) prior to the date of termination or reduction and (ii) any such partial reduction shall be in an aggregate amount of $500,000 or any whole multiple of $100,000 in excess thereof. Any such notice of termination or reduction of commitments pursuant to this Section 2.06(a) may state that it is conditioned upon the occurrence or non-occurrence of any event specified therein (including the effectiveness of other credit facilities), in which case such notice may be revoked or postponed by the applicable Borrowers (by written notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied.

(b) Mandatory. The Aggregate Commitments under a Term Loan Tranche shall be automatically and permanently reduced to zero on the date of the initial incurrence of Term Loans under such Term Loan Tranche, which in the case of the Initial Term Commitments shall be the Closing Date.

(c) Application of Commitment Reductions; Payment of Fees. The Administrative Agent will promptly notify the applicable Lenders of the applicable Facility of any termination or reduction of the Commitments under any Term Loan Tranche under this Section 2.06. Upon any reduction of Commitments under a Facility or a Tranche thereof, the Commitment of each Lender under such Facility or Tranche thereof shall be reduced by such Lender's ratable share of the amount by which such Facility or Tranche thereof is reduced (other than the termination of the Commitment of any Lender as provided in Section 3.08). All commitment fees accrued until the effective date of any termination of the Aggregate Commitments and unpaid shall be paid on the effective date of such termination.

Section 2.07 Repayment of Loans.

(a) Initial Term Loans. The Borrowers shall repay to the Administrative Agent for the ratable account of the Term Lenders holding Initial Term Loans the aggregate principal amount of all Initial Term Loans outstanding in consecutive quarterly installments as follows (which installments shall, to the extent applicable, be reduced as a result of the application of prepayments in accordance with the order of priority set forth in Sections 2.05 and 2.06, or be increased as a result of any increase in the amount of Term Loans pursuant to Section 2.14 (such increased amortization payments to be calculated in the same manner (and on the same basis) as the schedule set forth below for the Initial Term Loans made as of the Closing Date)):

Date	**Amount**
The last Business Day of each fiscal quarter ending prior to the Maturity Date for the Initial Term Facility, commencing with the fiscal quarter ending on September 30, 2023	0.25% of the aggregate principal amount of the aggregate initial principal amount of the Initial Term Loans on the Closing Date
Maturity Date for the Initial Term Facility	All unpaid aggregate principal amounts of any outstanding Initial Term Loans

provided, however, that (i) if the date scheduled for any principal repayment installment is not a Business Day, such principal repayment installment shall be repaid on the next succeeding Business Day, and (ii) the final principal repayment installment of the Initial Term Loans shall be repaid on the Maturity Date for the Initial Term Loans and in any event shall be in an amount equal to the aggregate principal amount of all Initial Term Loans outstanding on such date.

(b) All Loans shall be repaid, whether pursuant to this Section 2.07 or otherwise, in the currency in which they were made.

Section 2.08 Interest.

(a) Subject to the provisions of the following sentence, (i) each SOFR Loan under a Facility shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the sum of (A) Adjusted Term SOFR for such Interest Period plus (B) the Applicable Rate for SOFR Loans under such Facility; and (ii) each Base Rate Loan under a Facility shall bear interest on the outstanding principal amount thereof from the applicable borrowing date or conversion date, as the case may be, at a rate per annum equal to the sum of (A) the Base Rate plus (B) the Applicable Rate for Base Rate Loans under such Facility.

(b) [reserved.]

(c) Following the occurrence of an Event of Default, the Borrowers shall pay interest on all Obligations hereunder (which shall accrue from the date of occurrence of such Event of Default), which shall include

all Obligations following an acceleration pursuant to Section 8.02 (including an automatic acceleration) at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(d) Accrued interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein; provided that in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

(e) Interest on each Loan shall be payable in the currency in which each Loan was made.

(f) All computations of interest hereunder shall be made in accordance with Section 2.10 or Section 3.04 of this Agreement.

Section 2.09 Fees. The Borrowers shall pay to the Lenders, the Arrangers, the Administrative Agent and the Security Agent such fees as shall have been separately agreed upon in writing in the amounts and at the times so specified.

Section 2.10 Computation of Interest and Fees. All computations of interest for Base Rate Loans based on the Prime Lending Rate shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365-day year). Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid; provided that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.12(a), bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

Section 2.11 Evidence of Indebtedness.

(a) The Credit Extensions and a copy of each Assignment and Assumption made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and evidenced by one or more entries in the Register maintained by the Administrative Agent, acting solely for purposes of Treasury Regulations Section 5f.103-1(c) and section 1.163-5(b) of the proposed United States Treasury Regulations, as a non-fiduciary agent for the Borrowers, in each case in the ordinary course of business. The accounts or records maintained by the Administrative Agent and each Lender shall be prima facie evidence and the Register maintained by the Administrative Agent shall be conclusive proof absent manifest error of the amount of the Credit Extensions made by the Lenders to the Borrowers and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit the obligation of the Borrowers hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the Register shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, the applicable Borrowers shall execute and deliver to such Lender (through the Administrative Agent) a Note payable to such Lender, which shall evidence such Lender's Loans in addition to such accounts or records. Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto. No execution and delivery or transfer of a Note will be effective until also recorded in the Register.

(b) [reserved.]

(c) Entries made in good faith by the Administrative Agent in the Register pursuant to Sections 2.11(a) and 10.07(c) shall be conclusive proof, and by each Lender in its accounts or records pursuant to Sections 2.11(a) and 10.07(c), shall be prima facie evidence, in each case, of the amount of principal and interest due and payable or to become due and payable from the Borrowers to, in the case of the Register, each Lender and, in the case of such

accounts or records, such Lender, under this Agreement and the other Loan Documents, absent manifest error; provided that the failure of the Administrative Agent or such Lender to make an entry, or any finding that an entry is incorrect, in the Register or such accounts or records shall not limit the obligations of the Borrowers under this Agreement and the other Loan Documents.

Section 2.12 Payments Generally; Administrative Agent's Clawback.

(a) General. All payments to be made by the Borrowers shall be made without condition or deduction for any counterclaim, defense, recoupment or set-off. Except as otherwise expressly provided herein, all payments by the Borrowers hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in, with respect to the Term Facility and Term Loans, Dollars and in immediately available funds not later than 2:00 p.m. (New York City time) on the date specified herein. The Administrative Agent will promptly distribute to each Lender its ratable share in respect of the relevant Facility or Tranche thereof (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 2:00 p.m. (New York City time), shall, in each case, be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Borrowers shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be; provided, however, that, if such extension would cause payment of interest on or principal of SOFR Loans to be made in the next succeeding calendar month, such payment shall be made on the immediately preceding Business Day.

(b) (i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing of SOFR Loans (or, in the case of any Borrowing of Base Rate Loans, prior to 2:00 p.m. (New York City time) on the date of such Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with and at the time required by Section 2.02(b) and may, in reliance upon such assumption, make available to the Borrowers a corresponding amount. In such event, if any Lender does not in fact make its share of the applicable Borrowing available to the Administrative Agent, then such Lender and the Borrowers severally agree to pay to the Administrative Agent forthwith on demand an amount equal to such applicable share in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Borrowers by the Administrative Agent to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the applicable Overnight Rate and a rate reasonably determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, plus any reasonable administrative, processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing and (B) in the case of a payment to be made by the Borrowers, the interest rate applicable to Base Rate Loans under the applicable Facility. If both the Borrowers and such Lender pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrowers the amount of such interest paid by the Borrowers for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid (less interest and fees) shall constitute such Lender's Loan included in such Borrowing. Any payment by the Borrowers shall be without prejudice to any claim the Borrowers may have against a Lender that shall have failed to make its share of any Borrowing available to the Administrative Agent.

(ii) Payments by the Borrowers; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrowers prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the applicable Borrowers will not make such payment, the Administrative Agent may assume that the applicable Borrowers have made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Appropriate Lenders the amount due. In such event, if the Borrowers do not in fact make such payment, then each of the Appropriate Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed by the Administrative Agent to but excluding the date of payment to the Administrative Agent, at the greater of the applicable Overnight Rate and a rate reasonably determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, plus any reasonable administrative, processing or similar fees customarily

charged by the Administrative Agent in connection with the foregoing.

A notice of the Administrative Agent to any Lender or the Borrowers with respect to any amount owing under this Section 2.12(b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrowers by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Article IV are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender on demand, without interest.

(d) Obligations of the Lenders Several. The obligations of the Lenders hereunder to make Loans and to make payments pursuant to Section 9.07 are several and not joint. The failure of any Lender to make any Loan or to make any payment under Section 9.07 on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan or to make its payment under Section 9.07.

(e) Funding Source. Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

(f) Insufficient Funds. If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest and fees then due hereunder, such funds shall be applied (i) first, toward payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, toward payment of principal then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal then due to such parties.

(g) Unallocated Funds. If the Administrative Agent receives funds for application to the Obligations of the Loan Parties under or in respect of the Loan Documents under circumstances for which the Loan Documents do not specify the manner in which such funds are to be applied, the Administrative Agent may, but shall not be obligated to, elect to distribute such funds to each of the Lenders in accordance with such Lender's ratable share of the Outstanding Amount of all Loans outstanding at such time, in repayment or prepayment of such of the outstanding Loans or other Obligations then owing to such Lender.

Section 2.13 Sharing of Payments. If, other than as expressly provided elsewhere herein (including the application of funds arising from the existence of a Defaulting Lender), any Lender shall obtain on account of the Loans made by it, any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise) in excess of its ratable share (or other share contemplated hereunder) thereof, such Lender shall immediately (a) notify the Administrative Agent of such fact and (b) purchase from the other Lenders such participations in the Loans made by them, as shall be necessary to cause such purchasing Lender to share the excess payment in respect of such Loans pro rata with each of them; provided, however, that if all or any portion of such excess payment is thereafter recovered from the purchasing Lender under any of the circumstances described in Section 10.06 (including pursuant to any settlement entered into by the purchasing Lender in its discretion), such purchase shall to that extent be rescinded and each other Lender shall repay to the purchasing Lender the purchase price paid therefor, together with an amount equal to such paying Lender's ratable share (according to the proportion of (i) the amount of such paying Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender) of any interest or other amount paid or payable by the purchasing Lender in respect of the total amount so recovered, without further interest thereon. The Borrowers agree that any Lender so purchasing a participation from another Lender may, to the fullest extent permitted by Law, exercise all its rights of payment (including the right of set-off, but subject to Section 10.09) with respect to such participation as fully as if such Lender were the direct creditor of the Borrowers in the amount of such participation. The Administrative Agent will keep records (which shall be conclusive and binding in the absence of manifest error) of participations purchased under this Section 2.13 and will in each case notify the Lenders following any such purchases or repayments. Each Lender that purchases a participation pursuant to this Section 2.13 shall from and after such purchase have the right to give all notices, requests,

demands, directions and other communications under this Agreement with respect to the portion of the Obligations purchased to the same extent as though the purchasing Lender were the original owner of the Obligations purchased. For the avoidance of doubt, the provisions of this Section 2.13 shall not be construed to apply to (A) the assignments and participations described in Section 10.07, (B) (i) the incurrence of any New Term Loans in accordance with Section 2.14, (ii) any Specified Refinancing Debt in accordance with Section 2.18, (C) applicable circumstances contemplated by Sections 2.05, 2.14, 2.17, 2.18, 2.19 or 3.08 or (D) any payments at maturity owing to a Tranche of Loans or Commitments maturing earlier than any other then-existing Tranche of Loans or Commitments.

Section 2.14 Incremental Facilities.

(a) The Borrowers may, from time to time after the Closing Date, upon notice by the Borrowers to the Administrative Agent and the Person appointed by the Borrowers to arrange an incremental facility (such Person (who may be (i) the Administrative Agent, if it so agrees, or (ii) any other Person that is an unaffiliated third party appointed by the Borrowers the "Incremental Arranger") specifying the proposed amount thereof, request (i) an increase in any Term Loan Tranche then outstanding (which shall be on the same terms as, and become part of, the Term Loan Tranche proposed to be increased hereunder (except as otherwise provided in clauses (c) and (d) below or, subject to the terms of clause (f)(iii) below, with respect to any fees or original issue discount payable to the lenders providing such increase)) (each, a "Term Commitment Increase") and (ii) the addition of one or more new term loan facilities, in each case, in such currency or currencies as the Borrowers identify in such notice (provided that the Administrative Agent has consented to such currencies (such consent to not be unreasonably withheld)) (each, a "New Term Facility"; and any advance made by a Lender thereunder, a "New Term Loan"; and the commitments thereof, the "New Term Commitment" and, together with the Term Commitment Increase, the "New Loan Commitments") by an amount not to exceed the sum of (x) $0 (the "Free and Clear Amount"), (y) an unlimited amount (the "Ratio-Based Incremental Facility") so long as the Maximum Leverage Requirement is satisfied and (z) an amount equal to (i) all voluntary prepayments of Term Loans made pursuant to Section 2.05(a) and (ii) all voluntary repurchases of Term Loans made pursuant to the terms hereof in an amount equal to the principal amount of the Term Loans repurchased, in each case, solely to the extent not funded with the proceeds of long term Indebtedness (the "Prepayment-Based Incremental Facility") (such sum, at any such time, the "Incremental Amount"); provided that any such request for an increase shall be in a minimum amount of the lesser of (x) a Dollar Amount equal to $10,000,000 (in the case of Term Commitment Increases or New Term Facilities) and (y) the entire amount of any increase that may be requested under this Section 2.14; provided, further, that for purposes of any New Loan Commitments established pursuant to this Section 2.14 and Incremental Equivalent Debt incurred pursuant to Section 2.15, (A) unless the Borrowers elect otherwise, the Borrowers shall be deemed to have used amounts under the Ratio-Based Incremental Facility (to the extent permitted by the pro forma calculation of the applicable ratio) prior to utilization of the Prepayment-Based Incremental Facility, (B) New Loan Commitments pursuant to this Section 2.14 and Incremental Equivalent Debt pursuant to Section 2.15 may be incurred under the Ratio-Based Incremental Facility, and/or the Prepayment-Based Incremental Facility and proceeds from any such incurrence under the Ratio-Based Incremental Facility, and/or the Prepayment-Based Incremental Facility may be utilized in a single transaction by first calculating the incurrence under the Ratio-Based Incremental Facility (without inclusion of any amounts utilized under the Prepayment-Based Incremental Facility) and then calculating the incurrence under the Prepayment-Based Incremental Facility, (C)(i) all or any portion of Indebtedness originally designated as incurred under the Prepayment-Based Incremental Facility shall automatically cease to be deemed incurred under the Prepayment-Based Incremental Facility and shall instead be deemed incurred under the Ratio-Based Incremental Facility from and after the first date on which the Borrowers would be permitted to incur all or such portion, as applicable, of the aggregate principal amount of such Indebtedness under the Ratio-Based Incremental Facility (which, for the avoidance of doubt, shall have the effect of increasing the Prepayment-Based Incremental Facility, as applicable, by the Dollar Amount of such redesignated Indebtedness) and (ii) the Swedish Borrower may otherwise classify, and may later reclassify, all or any portion of Indebtedness as incurred as a Prepayment-Based Incremental Facility or Ratio-Based Incremental Facility on the date of incurrence and thereafter to the extent otherwise permitted on the date of such classification (or the date of any such reclassification), and (D) in the case of any New Loan Commitments established pursuant to this Section 2.14, the lenders providing such New Loan Commitments shall be selected in accordance with Section 2.14(b); provided, further, that the Free and Clear Amount shall be reduced to zero at all times after the date falling 120 days after the Closing Date. The Swedish Borrower may designate any Incremental Arranger of any New Loan Commitments with such titles under the New Loan Commitments as the Borrowers may deem appropriate.

(b) The Borrowers and any Incremental Arranger shall first seek New Loan Commitments from the existing Lenders, by written request to the existing Lenders (each such request, an "Incremental Request"). Any Lender approached to participate in any New Loan Commitments may elect or decline, in its sole discretion, to participate in such increase or new facility. If the existing Lenders decline to provide the full amount of such New Loan Commitment or fail to respond to the Borrowers or the Incremental Arranger, as applicable, within ten (10) Business Days of the applicable Incremental Request, the Borrowers and the Incremental Arranger may then seek New Loan Commitments on the same terms from other Persons, and any Person that the Borrowers or the Increment Arranger propose to provide New Loan Commitments, if such Person is not then a Lender, must be an Eligible Assignee and must be reasonably acceptable to the Administrative Agent (but only to the extent that the consent of the Administrative Agent would be required Section 10.07(b) for an assignment to any such additional Eligible Assignee).

(c) If (i) a Term Loan Tranche is increased in accordance with this Section 2.14 or (ii) a New Term Facility is added in accordance with this Section 2.14, the Incremental Arranger and the Borrowers shall determine the effective date (the "Increase Effective Date") and, subject to Section 2.14(b), the final allocation of such increase or New Term Facility among the applicable Lenders. The Incremental Arranger shall promptly notify the applicable Lenders of the final allocation of such increase, New Term Facility and the Increase Effective Date. In connection with (i) any increase in a Term Loan Tranche or (ii) any addition of a New Term Facility, in each case, pursuant to this Section 2.14, this Agreement and the other Loan Documents may be amended in a writing (which may be executed and delivered by the Borrowers and the Incremental Arranger (and the Lenders hereby authorize any such Incremental Arranger to execute and deliver any such documentation)) in order to establish the New Term Facility or to effectuate the increases to the Term Loan Tranche and to reflect any technical changes necessary, advisable or appropriate to give effect to such increase or new facility in accordance with its terms as set forth herein pursuant to the documentation relating to such New Term Facility. Any Term Commitment Increase or New Term Facility shall be documented under this Agreement. As of the Increase Effective Date, in the case of an increase to an existing Term Loan Tranche, the amortization schedule for the Term Loan Tranche then increased set forth in Section 2.07(a) (or any other applicable amortization schedule for New Term Loans or Specified Refinancing Term Loans) shall be amended in writing (which may be executed and delivered by the Borrowers, the Administrative Agent and the Incremental Arranger (and the Lenders hereby authorize the Administrative Agent and any such Incremental Arranger to execute and deliver any such documentation)) to (x) add any call protection applicable to any existing Term Loan Tranche being increased and/or (y) increase the then-remaining unpaid installments of principal by an aggregate amount equal to the additional Loans under such Term Loan Tranche being made on such date, such aggregate amount to be applied to increase such installments ratably in accordance with the amounts in effect immediately prior to the Increase Effective Date; provided that in no event shall the amount of amortization paid in respect of the Term Loan Tranche outstanding prior to the Increase Effective Date be reduced.

(d) With respect to any Term Commitment Increase or addition of New Term Facility pursuant to this Section 2.14, (i) no Event of Default shall exist immediately after giving effect to such increase; (ii) (A) in the case of any increase of a Term Loan Tranche, the final maturity of the Term Loans, New Term Loans or Specified Refinancing Term Loans increased pursuant to this Section shall be no earlier than the Latest Maturity Date for, and such additional Loans shall not have a Weighted Average Life to Maturity shorter than the longest remaining Weighted Average Life to Maturity of, any other outstanding Term Loans, New Term Loans or Specified Refinancing Term Loans as applicable unless the Term Lenders are also offered by the Borrowers the same amortization amounts for the corresponding year (provided that each Term Lender will be deemed to have accepted such offer unless such Term Lender notifies the Administrative Agent that it has rejected such offer by 11 a.m. five (5) Business Days (or such longer period which the Swedish Borrower agrees) after the date of such offer; provided, that Extendable Bridge Loans may have a maturity date earlier than the Latest Maturity Date of all then outstanding Term Loans and with respect to Extendable Bridge Loans, the Weighted Average Life to Maturity thereof may be shorter than the then longest remaining Weighted Average Life to Maturity of any then outstanding Term Loans and (B) in the case of any New Term Facility, other than in the case of Extendable Bridge Loans, such New Term Facility shall have a final maturity no earlier than the then Latest Maturity Date of any Term Loan Tranche and the Weighted Average Life to Maturity of such New Term Facility shall be no shorter than that of any existing Term Loan Tranche unless the Term Lenders are also offered by the Borrowers the same amortization amounts for the corresponding year (provided that each Term Lender will be deemed to have accepted such offer unless such Term Lender notifies the Administrative Agent that it has rejected such offer by 11 a.m. five (5) Business Days (or such longer period which the Swedish Borrower agrees) after the date of such offer; provided that, other than in the case of Extendable Bridge Loans, in no event shall any

New Term Facility at the time of establishment thereof mature prior to the Maturity Date, (iii) after giving Pro Forma Effect to such Incremental Amount, the Maximum Incremental Amount Condition shall be satisfied and (iv) except as set forth in clause (f)(iii) below with respect to All-In Yield and with respect to final maturity and Weighted Average Life to Maturity, any such New Term Facility shall have the same terms as any Term Facility; provided, that notwithstanding the foregoing, such terms may differ from the terms of any Term Facility so long as agreed between the Borrowers and the lenders providing such New Term Facility and so long as such different terms (w) to the extent more favorable to the existing Lenders than comparable terms existing in the Loan Documents, as reasonably determined by the Swedish Borrower in consultation with the Administrative Agent, are incorporated into this Agreement (or any other applicable Loan Document) for the benefit of all existing Lenders (to the extent applicable to such Lender) without further Lender consent requirements, including, for the avoidance of doubt, at the option of the Swedish Borrower, any increase in the Applicable Rate or the amount of any amortization payments relating to any existing Term Facility to bring such Applicable Rate or amortization payment in line with the New Term Facility to achieve fungibility with such existing Term Facility, (x) are applicable only to periods after the Latest Maturity Date of the Term Facilities existing at the time of the incurrence of such indebtedness or (y) are reasonably satisfactory to the Borrowers, the Administrative Agent and the Required Lenders, *provided that* to the extent that any Incremental Facility has the benefit of a financial covenant that is tested prior to the Latest Maturity Date of the Term Facilities existing at the time of the incurrence of such indebtedness, such financial covenant shall be incorporated into this Agreement (or any other applicable Loan Document) for the benefit of all existing Lenders without further Lender consent requirements. Subject to the foregoing, the conditions precedent to each such increase or New Loan Commitment shall be solely those agreed to by the Lenders providing such increase or New Loan Commitment, as applicable, and the Borrowers. Notwithstanding the foregoing, loans in respect of any Term Commitment Increase or New Term Commitment that are secured on a pari passu basis with the Initial Term Loans shall be incurred via a joinder to this Agreement, and shall feature the exact same terms as are applicable to the Initial Term Loans, subject to Section 2.14(f) below.

(e) The additional Term Loans made under the Term Loan Tranche subject to the increases shall be made by the applicable Lenders participating therein pursuant to the procedures set forth in Sections 2.01 and 2.02 and on the date of the making of such new Term Loans, and notwithstanding anything to the contrary set forth in Sections 2.01 and 2.02, such new Loans shall be added to (and form part of) each Borrowing of outstanding Term Loans under such Term Loan Tranche on a pro rata basis (based on the relative sizes of the various outstanding Borrowings), so that each Lender under such Term Loan Tranche will participate proportionately in each then outstanding Borrowing of Term Loans under the Term Loan Tranche.

(f) (i) Any New Term Facility shall rank pari passu in right of payment with the Term Facilities, not be Guaranteed by any Person that is not a Borrower or Guarantor under the Term Facilities, and be secured on a first lien "equal and ratable" basis with the Term Facilities over the same (or less) Collateral that secures the Term Facilities, (ii) any New Term Facility shall, for purposes of prepayments, be treated exactly the same as (and in any event no more favorably than), and shall, subject to this Section 2.14(f), be on the exact same terms as, any Term Facility and (iii) the All-in Yield payable by the Borrowers applicable to such New Term Facility shall be determined by the Swedish Borrower and the Lenders providing such New Term Facility, and shall not be more than 50 basis points higher than the corresponding All-in Yield payable by the Borrowers for the applicable Tranche(s) of existing Term Loans, unless the All-in Yield with respect to such applicable Tranche(s) of such then-existing Term Loans are increased to the amount necessary so that the difference between the All-in Yield with respect to such New Term Facility, and the corresponding All-in Yield on such applicable Tranche(s) of such then existing Term Loans is equal to 50 basis points (provided that, to the extent such increase in All-in Yield is the result of a higher SOFR or Base Rate floor with respect to such New Term Facility, as applicable, the increase in All-in Yield for the applicable Tranche of such then existing Term Loans shall be effected solely through an increase in such "floor" (or an implementation thereof, as applicable) in respect of such applicable Tranche(s) of such then existing Term Loans to the extent of the All-in Yield differential).

(g) The Lenders hereby authorize the Administrative Agent and the Incremental Arranger (and the Lenders hereby authorize the Administrative Agent and the Incremental Arranger to execute and deliver such amendments) to enter into amendments to this Agreement and the other Loan Documents with the Borrowers as may be necessary, desirable or appropriate in order to secure any Indebtedness under this Section 2.14 with the Collateral and/or to make such technical amendments as may be necessary, desirable or appropriate in the reasonable opinion of the Administrative Agent and Incremental Arranger and the Swedish Borrower in connection with the incurrence of

such Indebtedness, in each case on terms consistent with this Section 2.14. If the Incremental Arranger is not the Administrative Agent, the actions authorized to be taken by the Incremental Arranger herein shall be done with the consent of the Administrative Agent (not to be unreasonably withheld) and, with respect to the preparation of any documentation necessary or appropriate to carry out the provisions of this Section 2.14 (including amendments to this Agreement and the other Loan Documents), any comments to such documentation reasonably requested by the Administrative Agent shall be reflected therein.

(h) Notwithstanding the foregoing, in the case of any New Term Facility established using the Free and Clear Amount, (i) such New Term Facility shall not be arranged or provided (whether at the initial funding or syndication thereof) by any Affiliate of the Swedish Borrower or any Material Equityholder, (ii) such New Term Facility shall be implemented by way of an increase to the Initial Term Loans and the applicable New Term Loans shall be same the Tranche as the Initial Term Loans, (iii) except as specified in clause (iv), the applicable New Term Loans shall have identical terms as the Initial Term Loans and (iv) the All-in Yield payable by the Borrowers applicable to such New Term Facility shall be determined by the Swedish Borrower and the Lenders providing such New Term Facility, and shall not be higher than the corresponding All-in Yield payable by the Borrowers for the Initial Term Loans, unless the All-in Yield with respect to the Initial Term Loans is increased to the amount necessary so that there is no difference between All-in Yield with respect to such New Term Facility and the corresponding All-in Yield on the Initial Term Loans.

Section 2.15 Incremental Equivalent Debt.

(a) The Borrowers may from time to time after the Closing Date, upon notice by the Borrowers to the Administrative Agent, specifying in reasonable detail the proposed terms thereof, request to issue or incur one or more series of senior secured, senior unsecured, senior subordinated or subordinated notes or loans or any other indebtedness (which notes or loans or other indebtedness, if secured, shall be secured by the Collateral on a "junior" basis to the Liens on the Collateral securing the Obligations in each case over the same (or less) Collateral that secures the Obligations) and guaranteed only by Loan Parties or entities who become Loan Parties (such notes or loans or other indebtedness, collectively, "Incremental Equivalent Debt") in an amount not to exceed the Incremental Amount (at the time of incurrence); provided that that any Incremental Amounts established pursuant to Section 2.14 and Incremental Equivalent Debt Incurred pursuant to this Section 2.15, unless the Borrowers elect otherwise, (A) will count, first, to reduce the amount available under the Ratio-Based Incremental Facilities (to the extent permitted by the pro forma calculation of the applicable ratio) and second to reduce the maximum amount under the Prepayment-Based Incremental Facility, (B) Incremental Equivalent Debt pursuant to this Section 2.15 may be incurred under the Ratio-Based Incremental Facilities and the Prepayment-Based Incremental Facilities, and proceeds from any such incurrence may be utilized in a single transaction, by first calculating the incurrence under the Ratio-Based Incremental Facilities (without inclusion of any amounts utilized pursuant to the Prepayment-Based Incremental Facility) and then calculating the incurrence under the Prepayment-Based Incremental Facility and (C)(i) all or any portion of Incremental Equivalent Debt originally designated as incurred under the Prepayment-Based Incremental Facility shall automatically cease to be deemed incurred under the Prepayment-Based Incremental Facility and shall instead be deemed incurred under the Ratio-Based Incremental Facility from and after the first date on which the Borrowers would be permitted to incur all or such portion, as applicable, of the aggregate principal amount of such Incremental Equivalent Debt being so redesignated under the Ratio-Based Incremental Facility (which, for the avoidance of doubt, shall have the effect of increasing the Prepayment-Based Incremental Facility, as applicable, by the Dollar Amount of such redesignated Incremental Equivalent Debt) and (ii) the Borrowers may otherwise classify, and may later reclassify, all or any portion of Indebtedness as incurred as a Prepayment-Based Incremental Facility or Ratio-Based Incremental Facility on the date of incurrence and thereafter to the extent otherwise permitted on the date of such classification (or the date of any such reclassification). The Borrowers may appoint any Person that is not an Affiliate of the Borrowers as arranger of such Incremental Equivalent Debt (such Person (who may be the Administrative Agent, if it so agrees), the "Incremental Equivalent Debt Arranger").

(b) As a condition precedent to the incurrence of any Incremental Equivalent Debt pursuant to this Section 2.15, (i) such Incremental Equivalent Debt shall not be Guaranteed by any Person that is not a Loan Party or that does not become a Loan Party, (ii) such Incremental Equivalent Debt shall be subject to the Intercreditor Agreement, (iii) such Incremental Equivalent Debt shall have a final maturity no earlier than the then Latest Maturity Date of the Term Facilities, provided, that Extendable Bridge Loans may have a maturity date earlier than the Latest Maturity Date of the Term Facilities; provided, further, that, other than in the case of Extendable Bridge Loans, in no

event shall any Incremental Equivalent Debt at the time of establishment thereof mature prior to the Maturity Date of the Sustainable Revolving Credit Facility, (iv) the Weighted Average Life to Maturity of such Incremental Equivalent Debt shall not be shorter than that of any then-existing Term Loan Tranche unless the Term Lenders are also offered by the Borrowers the same amortization amounts for the corresponding year (provided that each Term Lender will be deemed to have accepted such offer unless such Term Lender notifies the Administrative Agent that it has rejected such offer by 11 a.m. five (5) Business Days (or such longer period to which the Swedish Borrower agrees) after the date of such offer; provided, that, with respect to Extendable Bridge Loans, the Weighted Average Life to Maturity thereof may be shorter than the then longest remaining Weighted Average Life to Maturity of any then outstanding Term Loans, (v) [reserved], (vi) such Incremental Equivalent Debt shall not require mandatory prepayments to be made except to the extent required to be applied first pro rata (or greater than pro rata) to the Term Facilities, (vii) after giving pro forma effect to the incurrence of such Incremental Equivalent Debt, the Maximum Incremental Amount Condition shall be satisfied, (viii) [reserved] and (ix) subject to clauses (iii), (iv) and (viii) above with respect to final maturity and Weighted Average Life to Maturity, the amortization schedules, any fees payable in connection with such Incremental Equivalent Debt and all other terms of such Incremental Equivalent Debt will be as agreed between the Borrowers and the applicable providers of such Incremental Equivalent Debt; provided, that notwithstanding the foregoing, such Incremental Equivalent Debt shall not have covenants and events of default (excluding pricing and optional prepayment and redemption terms) that are more restrictive (as determined by the Swedish Borrower in good faith) when taken as a whole than the covenants and events of default applicable to the then existing Term Facilities unless such more restrictive covenants and/or events of default (x) are incorporated into this Agreement (or any other applicable Loan Document) for the benefit of all existing Lenders of Term Loans (to the extent applicable to such Lender of Term Loans) without further amendment requirements (which amendment may be effected by only Parent, the Borrowers and the Administrative Agent) or (y) are applicable only to periods after the Latest Maturity Date of the Term Facilities existing at the time of incurrence of such Incremental Equivalent Debt, provided further that to the extent that any Incremental Equivalent Debt has the benefit of a financial covenant that is tested prior to the Latest Maturity Date of the Term Facilities existing at the time of the incurrence of such Incremental Equivalent Debt, such financial covenant shall be incorporated into this Agreement (or any other applicable Loan Document) for the benefit of all existing Lenders without further amendment requirements. Subject to the foregoing, the conditions precedent to each such incurrence shall be agreed to by the applicable creditors providing such Incremental Equivalent Debt and the Borrowers. Any Incremental Equivalent Debt shall not be documented under this Agreement.

(c) The Lenders hereby authorize the Administrative Agent and the Incremental Equivalent Debt Arranger (and the Lenders hereby authorize the Administrative Agent and the Incremental Equivalent Debt Arranger to execute and deliver such amendments) to enter into amendments to this Agreement and the other Loan Documents with the Borrowers as may be necessary, desirable or appropriate in order to secure any Incremental Equivalent Debt with the Collateral and/or to make such technical amendments as may be necessary, desirable or appropriate in the reasonable opinion of the Incremental Equivalent Debt Arranger and the Swedish Borrower in connection with the incurrence of such Incremental Equivalent Debt, in each case on terms consistent with this Section 2.15. If the Incremental Equivalent Debt Arranger is not the Administrative Agent, the actions authorized to be taken by the Incremental Equivalent Debt Arranger herein shall be done with the consent of the Administrative Agent (not to be unreasonably withheld) and, with respect to applicable documentation (including amendments to this Agreement and the other Loan Documents), any comments to such documentation reasonably requested by the Administrative Agent shall be reflected therein.

(d) Notwithstanding anything to the contrary contained in this Agreement, all Incremental Equivalent Debt and Extendable Bridge Loans shall be subject to Section 2.14(f)(iii) of this Agreement on the same basis as a "New Term Facility" as set forth therein.

Section 2.16 [Reserved].

Section 2.17 Defaulting Lenders.

(a) Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as that Lender is no longer a Defaulting Lender, to the extent permitted by applicable Law:

(i) That Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in Section 10.01.

(ii) Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of that Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article VIII or otherwise, and including any amounts made available to the Administrative Agent by that Defaulting Lender pursuant to Section 10.09), shall be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payment of any amounts owing by that Defaulting Lender to the Administrative Agent hereunder; second, as the Borrowers may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which that Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; third, if so determined by the Administrative Agent and the Borrowers, to be held in a non-interest bearing deposit account and released in order to satisfy obligations of that Defaulting Lender to fund Loans under this Agreement; fourth, to the payment of any amounts owing to the Lenders as a result of any non-appealable judgment of a court of competent jurisdiction obtained by any Lender against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; fifth, so long as no Default or Event of Default pursuant to Sections 8.01(a) or (f) exists, to the payment of any amounts owing to the Borrowers as a result of any non-appealable judgment of a court of competent jurisdiction obtained by the Borrowers against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; and sixth, to that Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans in respect of which that Defaulting Lender has not fully funded its appropriate share and (y) such Loans were made at a time when the conditions to funding such Loan were satisfied or waived, such payment shall be applied solely to pay the Loans of all non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of that Defaulting Lender. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender pursuant to this Section 2.17(a)(ii) shall be deemed paid to and redirected by that Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) [reserved].

(iv) [reserved].

(b) If the Swedish Borrower and the Administrative Agent agree in writing in their sole discretion that a Defaulting Lender should no longer be deemed to be a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein, that Lender will, to the extent applicable, purchase that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may reasonably determine to be necessary to cause the Loans to be held on a pro rata basis by the Lenders in accordance with their ratable shares in respect of that Lender, whereupon that Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrowers while that Lender was a Defaulting Lender; and provided further, that except to the extent otherwise expressly agreed by the affected parties and subject to Section 10.24, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender having been a Defaulting Lender.

Section 2.18 Specified Refinancing Debt.

(a) The Borrowers may, from time to time after the Closing Date, add one or more new term loan facilities to the Facilities ("Specified Refinancing Debt"; and the commitments in respect of such new term facilities, the "Specified Refinancing Term Commitment" pursuant to procedures reasonably specified by any Person that is not an Affiliate of the Borrowers appointed by the Borrowers as agent under such Specified Refinancing Debt (such Person (who may be the Administrative Agent, if it so agrees), the "Specified Refinancing Agent") and reasonably acceptable to the Borrowers, to refinance all or any portion of any Term Loan Tranches then outstanding under this Agreement pursuant to a Refinancing Amendment; provided that such Specified Refinancing Debt: (i) will rank pari passu in right of payment as the other Loans and Commitments hereunder; (ii) will not have obligors other than the Loan Parties or entities who shall have become Loan Parties (it being understood that the roles of such obligors as borrowers or guarantors with respect to such obligations may be interchanged); (iii) will be (x) unsecured or (y) secured by all or a portion of the Collateral on a first lien "equal and ratable" basis with the Liens on the Collateral

securing the Obligations or on a "junior" basis to the Liens on the Collateral securing the Obligations in each case over the same (or less) Collateral that secures the Obligations (in each case, if documented in an agreement that is separate from this Agreement, subject to the Intercreditor Agreement); (iv) will have terms and conditions (other than pricing and optional prepayment and redemption terms) that are substantially identical to, or less favorable, when taken as a whole, to the lenders providing such Specified Refinancing Debt than, the terms and conditions of the Facilities and Loans being refinanced (as reasonably determined by the Swedish Borrower in good faith (provided that, at the Swedish Borrower's option, delivery of a certificate of a Responsible Officer of the Swedish Borrower to the Administrative Agent in good faith at least five Business Days (or such shorter period as may be agreed by the Administrative Agent) prior to the incurrence of such Specified Refinancing Debt, together with a reasonably detailed description of the material terms and conditions of such Refinancing Debt or drafts of the documentation relating thereto, stating that the Swedish Borrower has determined in good faith that such terms and conditions satisfy the requirement set forth in this clause (iv), shall be conclusive evidence that such terms and conditions satisfy such requirement unless the Administrative Agent provides notice to the Swedish Borrower of its objection (including a reasonable description of the basis upon which it objects)) within five Business Days after receipt of such certificate from the Swedish Borrower); (v) will have a maturity date that is not prior to the date that is the scheduled Maturity Date of, and will have a Weighted Average Life to Maturity that is not shorter than the Weighted Average Life to Maturity of, the Term Loans being refinanced unless the Term Lenders are also offered by the Borrowers the same amortization amounts for the corresponding year (provided that each Term Lender will be deemed to have accepted such offer unless such Term Lender notifies the Administrative Agent that it has rejected such offer by 11 a.m. five (5) Business Days (or such longer period which the Swedish Borrower agrees) after the date of such offer; provided, that Extendable Bridge Loans may have a maturity date earlier than the maturity of the Term Loans being refinanced, with respect to Extendable Bridge Loans, the Weighted Average Life to Maturity thereof may be shorter than the then longest remaining Weighted Average Life to Maturity of the Term Loans being refinanced, (vi) subject to clause (v) above with respect to final maturity and Weighted Average Life to Maturity, the amortization schedules, any fees payable in connection with such Specified Refinancing Debt and all other terms of such Specified Refinancing Debt will be as agreed between the Borrowers and the applicable providers of such Specified Refinancing Debt and (vii) the Net Cash Proceeds of such Specified Refinancing Debt shall be applied, substantially concurrently with the incurrence thereof, to the prepayment of outstanding Loans being so refinanced, in each case pursuant to Section 2.05 and/or 2.06, as applicable, and the payment of fees, expenses and premiums, if any, payable in connection therewith; provided, however, that such Specified Refinancing Debt (x) may provide for any additional or different financial or other covenants or other provisions that (1) are agreed among the Borrowers and the lenders thereof and applicable only during periods after the then Latest Maturity Date in effect or (2) are, in consultation with the Administrative Agent, incorporated into this Agreement (or any other applicable Loan Document) for the benefit of all existing Lenders without further Lender consent requirement; provided that to the extent that any Specified Refinancing Debt has the benefit of a financial covenant that is tested prior to the Latest Maturity Date of any Term Loan Tranche, such financial covenant shall be incorporated into this Agreement (or any other applicable Loan Document) for the benefit of all existing Lenders without further amendment requirements. Any Lender approached to provide all or a portion of any Specified Refinancing Debt may elect or decline, in its sole discretion, to provide such Specified Refinancing Debt. To achieve the full amount of a requested issuance of Specified Refinancing Debt, and subject to the approval of the Administrative Agent (to the extent the consent of the Administrative Agent would be required to assign any Loans under such Tranches subject to such refinancing to such Eligible Assignee, which consent shall not be unreasonably withheld or delayed), the Borrowers may also invite additional Eligible Assignees to become Lenders in respect of such Specified Refinancing Debt pursuant to a joinder agreement to this Agreement in form and substance reasonably satisfactory to the Specified Refinancing Agent. Notwithstanding anything in this Section 2.18 to the contrary, any Specified Refinancing Debt that is secured by all or a portion of the Collateral on a first lien "equal and ratable" basis with the Liens on the Collateral securing the Obligations shall be subject to Section 2.14(f)(iii) of this Agreement on the same basis as a "New Term Facility" as set forth therein.

(b) The effectiveness of any Refinancing Amendment shall be subject to conditions as are mutually agreed with the participating lenders providing such Specified Refinancing Debt (which may include receipt by the Specified Refinancing Agent of legal opinions, board resolutions, officers' certificates and/or reaffirmation agreements with respect to the Borrowers and the Guarantors, including any supplements or amendments to the Collateral Documents providing for such Specified Refinancing Debt to be secured thereby, consistent with those delivered on the Closing Date pursuant to this Agreement or delivered from time to time pursuant to Section 6.12, 6.14 and/or 6.16 (other than changes to such legal opinions resulting from a change in Law, change in fact or change to counsel's form of opinion reasonably satisfactory to the Specified Refinancing Agent)). The Lenders hereby

authorize the Specified Refinancing Agent to enter into amendments to this Agreement and the other Loan Documents with the Borrowers as may be necessary, desirable or appropriate in order to establish new Tranches of Specified Refinancing Debt and to make such technical amendments as may be necessary, desirable or appropriate in the reasonable opinion of the Administrative Agent and the Swedish Borrower in connection with the establishment of such new Tranches, in each case on terms consistent with and/or to effect the provisions of this Section 2.18.

(c) Each class of Specified Refinancing Debt incurred under this Section 2.18 shall be in an aggregate principal amount that is not less than the Dollar Amount of $15,000,000 and an integral multiple of the Dollar Amount of $1,000,000 in excess thereof.

(d) The Specified Refinancing Agent shall promptly notify each Lender as to the effectiveness of each Refinancing Amendment. Each of the parties hereto hereby agrees that, upon the effectiveness of any Refinancing Amendment, this Agreement shall be deemed amended to the extent (but only to the extent) necessary to reflect the existence and terms of the Specified Refinancing Debt incurred pursuant thereto (including the addition of such Specified Refinancing Debt as separate "Facilities" hereunder and treated in a manner consistent with the Facilities being refinanced, including for purposes of prepayments and voting). Any Refinancing Amendment may, without the consent of any Person other than the Borrowers, the Administrative Agent (such consent not to be unreasonably withheld), the Specified Refinancing Agent and the Lenders providing such Specified Refinancing Debt, effect such amendments to this Agreement and the other Loan Documents as may be necessary, desirable or appropriate, in the reasonable opinion of the Specified Refinancing Agent and the Swedish Borrower, to effect the provisions of or consistent with this Section 2.18.

Section 2.19 Permitted Debt Exchanges.

(a) Notwithstanding anything to the contrary contained in this Agreement, pursuant to one or more offers (each, a "Permitted Debt Exchange Offer") made from time to time by the Borrowers, the Borrowers may from time to time following the Closing Date consummate one or more exchanges of Term Loans for Permitted Debt Exchange Notes (each such exchange a "Permitted Debt Exchange"), so long as the following conditions are satisfied: (i) the Borrowers shall have obtained the prior written consent of the Required Lenders, (ii) the aggregate principal amount (calculated on the face amount thereof) of Term Loans exchanged shall equal no more than the aggregate principal amount (calculated on the face amount thereof) of Permitted Debt Exchange Notes issued in exchange for such Term Loans; provided that the aggregate principal amount of the Permitted Debt Exchange Notes may include accrued interest and premium (if any) under the Term Loans exchanged and underwriting discounts, fees, commissions and expenses in connection with the issuance of such Permitted Debt Exchange Notes, (iii) the aggregate principal amount (calculated on the face amount thereof) of all Term Loans exchanged by the Borrowers pursuant to any Permitted Debt Exchange shall automatically be cancelled and retired by the Borrowers on the date of the settlement thereof (and, if requested by the Administrative Agent, any applicable exchanging Lender shall execute and deliver to the Administrative Agent an Assignment and Assumption, or such other form as may be reasonably requested by the Administrative Agent, in respect thereof pursuant to which the respective Lender assigns its interest in the Term Loans being exchanged pursuant to the Permitted Debt Exchange to the Borrowers for immediate cancellation), (iv) if the aggregate principal amount of all Term Loans (calculated on the face amount thereof) tendered by Lenders in respect of the relevant Permitted Debt Exchange Offer (with no Lender being permitted to tender a principal amount of Term Loans which exceeds the principal amount thereof actually held by it) shall exceed the maximum aggregate principal amount of such Term Loans offered to be exchanged by the Borrowers pursuant to such Permitted Debt Exchange Offer, then the Borrowers shall exchange Term Loans subject to such Permitted Debt Exchange Offer tendered by such Lenders ratably up to such maximum amount based on the respective principal amounts so tendered, (v) all documentation in respect of such Permitted Debt Exchange shall be consistent with the foregoing, and all written communications generally directed to the Lenders in connection therewith shall be in form and substance consistent with the foregoing and made in consultation with the Borrowers and the Exchange Agent and (vi) any applicable Minimum Tender Condition (as defined below) shall be satisfied.

(b) With respect to all Permitted Debt Exchanges effected by the Borrowers pursuant to this Section 2.19, (i) such Permitted Debt Exchanges (and the cancellation of the exchanged Term Loans in connection therewith) shall not constitute voluntary or mandatory payments or prepayments for purposes of Section 2.05(a) or (b), and (ii) such Permitted Debt Exchange Offer shall be made for not less than $10,000,000 (or equivalent Dollar Amount) in an aggregate principal amount of Term Loans; provided that subject to the foregoing clause (ii) the Borrowers may at its

election specify as a condition (a "Minimum Tender Condition") to consummating any such Permitted Debt Exchange that a minimum amount (to be determined and specified in the relevant Permitted Debt Exchange Offer in Swedish Borrower's discretion) of Term Loans of any or all applicable Tranches be tendered.

(c) In connection with each Permitted Debt Exchange, the Borrowers and the Exchange Agent shall mutually agree to such procedures as may be necessary or advisable to accomplish the purposes of this Section 2.19 and without conflict with Section 2.19(d); provided that the terms of any Permitted Debt Exchange Offer shall provide that the date by which the relevant Lenders are required to indicate their election to participate in such Permitted Debt Exchange shall be not less than a reasonable period (in the discretion of the Swedish Borrower and the Exchange Agent) of time following the date on which the Permitted Debt Exchange Offer is made.

(d) The Borrowers shall be responsible for compliance with, and hereby agrees to comply with, all applicable securities and other laws and regulations in connection with each Permitted Debt Exchange, it being understood and agreed that (x) none of the Exchange Agent, the Administrative Agent nor any Lender assumes any responsibility in connection with the Borrowers' compliance with such laws and regulations in connection with any Permitted Debt Exchange and (y) each Lender shall be solely responsible for its compliance with any applicable "insider trading" laws and regulations to which such Lender may be subject under the Securities Exchange Act of 1934, as amended, the Market Abuse Regulation and/or other applicable securities laws and regulations.

(e) Notwithstanding anything to the contrary contained in this Agreement, all Permitted Debt Exchange Notes that are secured by all or a portion of the Collateral on a first lien "equal and ratable" basis with the Liens on the Collateral securing the Obligations shall be subject to Section 2.14(f)(iii) of this Agreement on the same basis as a "New Term Facility" as set forth therein.

ARTICLE III.
Taxes, Increased Costs Protection and Illegality

Section 3.01 Taxes.

(a) Any and all payments by or on account of any obligation of a Borrower or any other Loan Party hereunder or under any other Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable Law. If any applicable Law (as determined in the good faith discretion of an applicable withholding agent) requires the deduction or withholding of any Tax from or in respect of any such payment, then the relevant Borrower, the other applicable Loan Party, the Administrative Agent or other applicable withholding agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable Law and, if such Tax is an Indemnified Tax, the sum payable by the relevant Borrower or other applicable Loan Party, the Administrative Agent or other applicable withholding agent shall be increased as necessary so that after all such deductions or withholdings of Indemnified Taxes have been made (including such deductions and withholdings applicable to additional sums payable under this Section 3.01) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b) In addition, but without duplication, the Loan Parties shall timely pay to the relevant Governmental Authority in accordance with applicable Law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(c) The Borrowers shall indemnify each Recipient, within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 3.01) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrowers by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(d) Within 30 days after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 3.01, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment or a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) If any Recipient determines, in its sole discretion exercised in good faith, that it has received a refund of any Indemnified Taxes as to which it has been indemnified pursuant to this Section 3.01 (including by the payment of additional amounts pursuant to this Section 3.01), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 3.01 with respect to the Indemnified Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall promptly repay to such indemnified party the amount paid over pursuant to this clause (e) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this clause (e), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this clause (e) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This clause (e) shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(f) [reserved].

(g) (i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to any payments made under any Loan Document shall deliver to the Borrowers and the Administrative Agent, at the time or times reasonably requested by the Borrowers or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrowers or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrowers or the Administrative Agent, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Borrowers or the Administrative Agent as will enable the Borrowers or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation and/or formalities set forth in Section 3.01(g)(ii)(A), (B) and (C) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing,

(A) each Recipient that is a U.S. Person shall deliver to the Borrowers and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or about the date on which such Recipient becomes a party to this Agreement (and from time to time thereafter upon the reasonable request of the Borrowers or the Administrative Agent) executed copies of IRS Form W-9 (or any successor form), certifying that such Recipient is exempt from U.S. federal backup withholding;

(B) if a payment made to a Recipient under any Loan Document would be subject to Tax imposed by FATCA if such Recipient were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Recipient shall deliver to the Borrowers and the Administrative Agent at the time or times prescribed by Law and at such time or times reasonably requested by the Borrowers or the Administrative Agent such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrowers or the Administrative Agent as may be necessary for the Borrowers and the Administrative Agent to comply with their obligations under FATCA and to determine whether such Recipient has complied with its obligations under FATCA and, if necessary, to determine the amount to deduct and withhold from such payment.

Solely for purposes of this clause (B), "FATCA" shall include any amendments made to FATCA after the date of this Agreement;

(C) any Recipient that is not a U.S. Person (a "Non-U.S. Recipient") shall, to the extent it is legally entitled to do so, deliver to the Borrowers and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or about the date on which such Non-U.S. Recipient becomes a Non-U.S. Recipient under this Agreement (and from time to time thereafter upon the reasonable request of any Borrower or the Administrative Agent), whichever of the following is applicable:

(i) in the case of a Non-U.S. Recipient claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, copies of executed IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(ii) copies of executed IRS Form W-8ECI;

(iii) in the case of a Non-U.S. Recipient claiming the benefits of the exemption for portfolio interest under Section 871(h) or 881(c) of the Code, (x) a certificate substantially in the form of Exhibit H-1 to the effect that such Non-U.S. Recipient is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the U.S. Borrower within the meaning of Section 871(h)(3)(B) of the Code, or a "controlled foreign corporation" related to the U.S. Borrower as described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) copies of executed IRS Form W-8BEN or IRS Form W-8BEN-E;

(iv) to the extent a Non-U.S. Recipient is not the beneficial owner, copies of executed IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit H-2 or Exhibit H-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Non-U.S. Recipient is a partnership and one or more direct or indirect partners of such Non-U.S. Recipient are claiming the portfolio interest exemption, such Non-U.S. Recipient may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit H-4 on behalf of each such direct and indirect partner;

(D) the Administrative Agent, and any successor or supplemental Administrative Agent, shall deliver to the Borrowers (in such number of copies as shall be requested by the recipient) on or prior to the date on which the Administrative Agent becomes the administrative agent hereunder or under any other Loan Document (and from time to time thereafter upon the reasonable request of the Borrowers) copies of either (i) executed IRS Form W-9 (or any successor form) or (ii) an executed IRS Form W-8IMY (or any successor form) ascertaining a status as a Qualifying Intermediary (as defined in Treasury Regulations Section 1.1441-1(e)(5)(ii)) that assumes primary withholding and reporting responsibilities with respect to the payment under any Loan Document or IRS Form W-8ECI (with respect to amounts received on its own account), with the effect that, in either case, under applicable Law in effect on the Closing Date, the Borrowers will be entitled to make payments hereunder to the Administrative Agent without withholding or deduction on account of U.S. federal withholding Tax; and

(E) any Non-U.S. Recipient shall, to the extent it is legally entitled to do so, deliver to the Borrowers and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Non-U.S. Recipient becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of any Borrower or the Administrative Agent), copies of any other executed form prescribed by applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable Law to permit the Borrowers or the Administrative Agent to determine the withholding or deduction required to be made.

Each Recipient agrees that if any documentation it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall promptly update and deliver such form or certification to the Borrowers and the Administrative Agent or promptly notify the Borrowers and the Administrative Agent in writing of its legal inability

to do so. Each Recipient hereby authorizes the Administrative Agent to deliver to the Loan Parties and to any successor Administrative Agent any documentation provided by such Recipient to the Administrative Agent pursuant to this Section 3.01(g).

Notwithstanding any other provision of this Section 3.01(g), a Lender shall not be required to deliver any documentation that such Lender is not legally eligible to deliver.

(h) Each Lender shall severally indemnify the Administrative Agent, within 30 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 10.07(k) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this clause (h).

(i) The agreements in this Section 3.01 shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all other Obligations.

Section 3.02 VAT.

(a) All amounts set out or expressed in this Agreement or in a Loan Document to be payable by any party to any Secured Party which (in whole or in part) constitute the consideration for any supply or supplies for VAT purposes shall be deemed to be exclusive of any VAT which is chargeable on such supply or supplies, and accordingly, subject to Section 3.02(b) below, if VAT is or becomes chargeable on any supply made by any Secured Party to any party under this Agreement or a Loan Document and the Secured Party is required to account to the relevant tax authority for the VAT, that party shall pay to the Secured Party (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of such VAT (and such Secured Party shall promptly provide an appropriate VAT invoice to such party).

(b) If VAT is or becomes chargeable on any supply made by any Secured Party (the "Supplier") to any other of the Secured Parties (the "Subject Recipient") under a Loan Document, and any party other than the Subject Recipient (the "Subject Party") is required by the terms of any Loan Document to pay an amount equal to the consideration for such supply to the Supplier (rather than being required to reimburse such Secured Party in respect of that consideration):

(i) where the Supplier is the person required to account to the relevant tax authority for the VAT, the Subject Party shall also pay to the Supplier (in addition to and at the same time as paying such amount) an amount equal to the amount of such VAT. The Subject Recipient shall, where this Section 3.02(b)(i) applies, promptly pay to the Subject Party an amount equal to any credit or repayment obtained by the Subject Recipient from the relevant tax authority which the Subject Recipient reasonably determines relates to the VAT chargeable on the supply; and

(ii) where the Subject Recipient is the person required to account to the relevant tax authority for the VAT, the Subject Party shall promptly, following demand from the Subject Recipient, pay to the Subject Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the Subject Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.

(c) Where a Loan Document requires any party to reimburse or indemnify a Secured Party for any cost or expense, that party shall reimburse or indemnify (as the case may be) the Secured Party for the full amount of such

cost or expense, including such part thereof as represents VAT, save to the extent that the Secured Party reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.

(d) Any reference in this Section 3.02 to any party shall, at any time when such party is treated as a member of a group or unity (or fiscal unity) for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the person who is treated at that time as making the supply, or (as appropriate) receiving the supply, under the grouping rules (as provided for in Article 11 of Council Directive 2006/112/EC (or any predecessor to it or supplemental to that Directive) or as implemented by the relevant member state of the European Union) or any other similar provision in any jurisdiction which is not a member state of the European Union) so that a reference to a party shall be construed as a reference to that party or the relevant group or unity (or fiscal unity) of which that party is a member for VAT purposes at the relevant time or the relevant representative member (or head) of that group or unity (or fiscal unity) at the relevant time (as the case may be).

(e) In relation to any supply made by a Secured Party to any party under a Loan Document, if reasonably requested by the Secured Party, that party must promptly provide details of its VAT registration and such other information as is reasonably requested in connection with the Secured Party's VAT reporting requirements in relation to such supply.

Section 3.03 Illegality.

If any Lender or Affiliate of a Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or Affiliate of such Lender or its applicable Lending Office to make, maintain or fund Loans whose interest is determined by reference to SOFR, the Term SOFR Reference Rate or Term SOFR, or to determine or charge interest based upon SOFR, the Term SOFR Reference Rate or Term SOFR, then, upon notice thereof by such Lender or such Affiliate of a Lender to the Borrowers (through the Administrative Agent), (a) any obligation of such Lender or such Affiliate of such Lender to make SOFR Loans, and any right of the Borrowers to continue SOFR Loans or to convert Base Rate Loans to SOFR Loans, shall be suspended, and (b) the interest rate on which Base Rate Loans shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to clause (c) of the definition of "Base Rate", in each case until each affected Lender or Affiliate of a Lender notifies the Administrative Agent and the Borrowers that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrowers shall, if necessary to avoid such illegality, upon demand from any Lender or Affiliate of a Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all SOFR Loans to Base Rate Loans (the interest rate on which Base Rate Loans shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to clause (c) of the definition of "Base Rate"), on the last day of the Interest Period therefor, if such Lender or such Affiliate may lawfully continue to maintain such SOFR Loans to such day, or immediately, if such Lender or such Affiliate may not lawfully continue to maintain such SOFR Loans to such day, in each case until the Administrative Agent is advised in writing by such affected Lender or such affected Affiliate of a Lender that it is no longer illegal for such Lender or such Affiliate to determine or charge interest rates based upon SOFR, the Term SOFR Reference Rate or Term SOFR. Upon any such prepayment or conversion, the applicable Borrower shall also pay accrued interest on the amount so prepaid or converted. Each Lender and each of its applicable Affiliates agrees to designate a different Lending Office if such designation will avoid the need for such notice and will not, in the good faith judgment of such Lender or Affiliate of a Lender, otherwise be materially disadvantageous to such Lender or such Affiliate.

Section 3.04 Alternate Rate of Interest.

(a) Subject to clauses (b), (c), (d), (e) and (f) of this Section 3.04, if:

(i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) prior to the commencement of any Interest Period for a SOFR Borrowing, that adequate and reasonable means do not exist for ascertaining the Adjusted Term SOFR (including because the Term SOFR Reference Rate is not available or published on a current basis), for such Interest Period; or

(ii) the Administrative Agent is advised by the Required Lenders that prior to the commencement of any Interest Period for a Term Benchmark Borrowing, the Adjusted Term SOFR for such

Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to Parent and the Lenders by telephone, telecopy or electronic mail as promptly as practicable thereafter and, until (x) the Administrative Agent notifies Parent and the Lenders that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) Parent delivers a new Committed Loan Notice in accordance with the terms of Section 2.02, any Committed Loan Notice that requests a SOFR Borrowing or requests the conversion of any Borrowing to, or continuation of any Borrowing as, a SOFR Borrowing shall instead be deemed to be an Committed Loan Notice, for a Base Rate Loan; provided that if the circumstances giving rise to such notice affect only one Type of Borrowings, then all other Types of Borrowings shall be permitted. Furthermore, if any SOFR Loan is outstanding on the date of Parent's receipt of the notice from the Administrative Agent referred to in this Section 3.04(a) with respect to the Benchmark applicable to such SOFR Loan, then until (x) the Administrative Agent notifies Parent and the Lenders that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) Parent delivers a new Committed Loan Notice in accordance with the terms of Section 2.02, any SOFR Loan shall on the last day of the Interest Period applicable to such Loan, be converted by the Administrative Agent to, and shall constitute, a Base Rate Loan.

(b) Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(c) Notwithstanding anything to the contrary herein or in any other Loan Document, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(d) The Administrative Agent will promptly notify Parent and the Lenders of (1) any occurrence of a Benchmark Transition Event, (2) the implementation of any Benchmark Replacement, (3) the effectiveness of any Benchmark Replacement Conforming Changes, (4) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (f) below and (5) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 3.04, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 3.04.

(e) Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Rate) and either (1) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (2) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of "Interest Period" for any Benchmark

settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (1) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (2) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(f) Upon Parent's receipt of notice of the commencement of a Benchmark Unavailability Period, Parent may revoke any request for a SOFR Borrowing of, conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, Parent will be deemed to have converted any request for a SOFR Borrowing into a request for a Borrowing of, or conversion to, a Base Rate Borrowing. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of Base Rate. Furthermore, if any SOFR Loan is outstanding on the date of Parent's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a Benchmark Rate applicable to such SOFR Loan, then until such time as a Benchmark Replacement is implemented pursuant to this Section 3.04 any SOFR Loan shall on the last day of the Interest Period applicable to such Loan, be converted by the Administrative Agent to, and shall constitute, a Base Rate Loan.

Section 3.05 Increased Cost and Reduced Return; Capital Adequacy and Liquidity Requirements.

(a) If any Lender reasonably determines that as a result of the introduction of or any change in or in the interpretation of any Law, in each case after the date hereof, or such Lender's compliance therewith, there shall be any material increase in the cost to such Lender of agreeing to make or making, funding or maintaining any Loan the interest on which is determined by reference to Term SOFR, or a material reduction in the amount received or receivable by such Lender in connection with any of the foregoing (including Taxes on or in respect of its loans, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto, but excluding for purposes of this Section 3.05(a) any such increased costs or reduction in amount resulting from (i) Indemnified Taxes and (ii) Excluded Taxes), then within 30 days after demand of such Lender setting forth in reasonable detail such increased costs (with a copy of such demand to the Administrative Agent given in accordance with Section 3.07), the Borrowers shall pay to such Lender such additional amounts as will compensate such Lender for such increased cost or reduction.

(b) If any Lender reasonably determines that the introduction of any Law regarding capital adequacy and liquidity requirements or any change therein or in the interpretation thereof, in each case after the date hereof, or compliance by such Lender (or its Lending Office) therewith, has the effect of materially reducing the rate of return on the capital of such Lender or any Person controlling such Lender as a consequence of such Lender's obligations hereunder (taking into consideration its policies with respect to capital adequacy and such Lender's desired return on capital), then within 30 days after demand of such Lender setting forth in reasonable detail the charge and the calculation of such reduced rate of return (and certifying that such Lender is generally charging such amounts to similarly situated borrowers) (with a copy of such demand to the Administrative Agent given in accordance with Section 3.07), the Borrowers shall pay to such Lender or Person controlling such Lender such additional amounts as will compensate such Lender for such reduction.

(c) The Borrowers shall pay to each Lender, (i) as long as such Lender shall be required to maintain reserves or liquidity with respect to liabilities or assets consisting of or including Term SOFR funds or deposits, additional interest on the unpaid principal amount of each SOFR Loan equal to the actual costs of such reserves or liquidity allocated to such Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive in the absence of manifest error), and (ii) as long as such Lender shall be required to comply with any liquidity requirement, reserve ratio requirement or analogous requirement of any other central banking or financial regulatory authority imposed in respect of the maintenance of the Commitments or the funding of SOFR Loans, such additional costs (expressed as a percentage per annum and rounded upwards, if necessary, to the nearest five decimal places) equal to the actual costs allocated to such Commitment or Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive absent manifest error) which in each case shall be due and payable on each date on which interest is payable on such Loan; provided the Borrowers shall have received at least 30 days' prior notice (with a copy to the Administrative Agent) of such additional interest or cost from such Lender.

If a Lender fails to give notice 30 days' prior to the relevant Interest Payment Date, such additional interest or cost shall be due and payable 30 days from receipt of such notice.

(d) For purposes of this Section 3.05, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, regulations, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities (other than foreign regulatory authorities in Switzerland), in each case pursuant to Basel III (including to the extent implemented through CRD IV), shall, in each case, be deemed to have gone into effect after the date hereof, regardless of the date enacted, adopted or issued.

Section 3.06 Funding Losses. Upon written demand of any Lender (with a copy to the Administrative Agent) from time to time, setting forth in reasonable detail the basis for calculating such compensation, the Borrowers shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any SOFR Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);

(b) any failure by a Borrower (for a reason other than the failure of such Lender to make a Loan or pursuant to a conditional notice) to prepay, borrow, continue or convert any SOFR Loan on the date or in the amount notified by such Borrower;

(c) any payment of any Loan (or interest due thereon) in a different currency from such Loan; or

(d) any mandatory assignment of such Lender's SOFR Loans pursuant to Section 3.08 on a day other than the last day of the Interest Period for such Loans,

including any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained (but excluding anticipated profits). The Borrowers shall also pay any customary administrative fees charged by such Lender in connection with the foregoing.

Section 3.07 Matters Applicable to All Requests for Compensation.

(a) A certificate of any Agent or any Lender claiming compensation under this Article III and setting forth in reasonable detail a calculation of the additional amount or amounts to be paid to it hereunder shall be conclusive in the absence of manifest error. In determining such amount, such Agent or such Lender may use any reasonable averaging and attribution methods. With respect to any Lender's claim for compensation under Section 3.03, 3.04(b) or 3.05, the Loan Parties shall not be required to compensate such Lender for any amount incurred more than 180 days prior to the date that such Lender notifies the Borrowers of the event that gives rise to such claim; provided that, if the circumstance giving rise to such claim is retroactive, then such 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

(b) If any Lender requests compensation under Section 3.05, or the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.03, then such Lender will, if requested by the Borrowers and at the Borrowers' expense, use commercially reasonable efforts to designate another Lending Office for any Loan affected by such event; provided that such efforts (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or 3.05, as applicable, in the future and (ii) would not, in the judgment of such Lender be inconsistent with the internal policies of, or otherwise be disadvantageous in any material legal, economic or regulatory respect to such Lender or its Lending Office. The provisions of this clause (b) shall not affect or postpone any Obligations of the Borrowers or rights of such Lender pursuant to Section 3.05.

(c) A Lender shall not be entitled to any compensation pursuant to the foregoing sections to the extent such Lender is not imposing such charges or requesting such compensation from borrowers (similarly situated to the Borrowers hereunder) under comparable syndicated credit facilities.

Section 3.08 Replacement of Lenders under Certain Circumstances.

(a) If at any time (i) the Borrowers become obligated to pay additional amounts or indemnity payments described in Section 3.01 or 3.05 (other than with respect to Other Taxes) as a result of any condition described in such Sections, and such Lender entitled to such payment has declined or is unable to designate a different lending office in accordance with Section 3.07(b), or any Lender ceases to make SOFR Loans as a result of any condition described in Section 3.03 or 3.04(b) or (ii) any Lender becomes a Defaulting Lender (collectively, a "Replaceable Lender"), then the Borrowers may, on three Business Days' prior written notice (for the avoidance of doubt, such notice shall be deemed provided on the same day that an amendment or waiver is posted to the Lenders for consent) from the Borrowers to the Administrative Agent and such Lender, either (i) replace such Lender by causing such Lender to (and such Lender shall be obligated to) assign pursuant to Section 10.07(b) (with the assignment fee to be paid by the Borrowers in such instance unless waived by the Administrative Agent) all of its rights (other than its existing rights to payments pursuant to Section 3.01 or 3.05) and obligations under this Agreement to one or more Eligible Assignees; provided that neither the Administrative Agent nor any Lender shall have any obligation to the Borrowers to find a replacement Lender or other such Person or (ii) so long as no Default or Event of Default shall have occurred and be continuing, terminate the Commitment and prepay the Loans of such Lender and repay all Obligations of the Borrowers owing (and the amount of all accrued interest and fees in respect thereof) to such Lender relating to the Loans and participations held by such Lender as of such termination date; provided, further, that in the case of any such replacement as a result of the Borrowers having become obligated to pay amounts described in Section 3.01 or 3.05, such replacement would eliminate or reduce payments pursuant to Section 3.01 or 3.05, as applicable, in the future. Any Lender being replaced pursuant to this Section 3.08(a) shall (i) execute and deliver an Assignment and Assumption with respect to such Lender's Commitment and outstanding Loans and (ii) subject to clause (C) below, deliver any Notes evidencing such Loans to the Borrowers (for return to the Borrowers) or the Administrative Agent. Pursuant to such Assignment and Assumption, (A) the assignee Lender shall acquire all or a portion, as the case may be, of the assigning Lender's Commitment and outstanding Loans, (B) all Obligations relating to the Loans and participations (and the amount of all accrued interest, fees and premiums in respect thereof) so assigned shall be paid in full by the assignee Lender to such assigning Lender concurrently with such assignment and assumption and (C) upon such payment (x) if so requested by the assignee Lender, the assigning Lender shall deliver to the assignee Lender the applicable Note or Notes executed by the Borrowers, (y) the assignee Lender shall become a Lender hereunder and (z) the assigning Lender shall cease to constitute a Lender hereunder with respect to such assigned Loans, Commitments and participations, except with respect to indemnification provisions under this Agreement, which shall survive as to such assigning Lender. In connection with any such replacement, if any such Replaceable Lender does not execute and deliver to the Administrative Agent a duly executed Assignment and Assumption reflecting such replacement within two Business Days of the date on which the assignee Lender executes and delivers such Assignment and Assumption to such Replaceable Lender, then such Replaceable Lender shall be deemed to have executed and delivered such Assignment and Assumption without any action on the part of the Replaceable Lender. In connection with the replacement of any Lender pursuant to this Section 3.08(a), the Borrowers shall pay to such Lender all reasonable costs and expenses incurred by any Lender in connection with any such replacement. A Lender shall not be required to be replaced if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrowers to require such replacement cease to apply.

(b) Notwithstanding anything to the contrary contained above, the Lender that acts as the Administrative Agent may not be replaced hereunder except in accordance with the terms of Section 9.09.

(c) In the event that (i) the Borrowers or the Administrative Agent has requested the Lenders to consent to a waiver of any provisions of the Loan Documents or to agree to any amendment or other modification thereto, (ii) the waiver, amendment or modification in question requires the agreement of all affected Lenders in accordance with the terms of Section 10.01 or all the Lenders with respect to all Loans or a certain class of the Loans and (iii) the Required Lenders have agreed to such waiver, amendment or modification, then any Lender who does not agree to such waiver, amendment or modification, in each case, shall be deemed a "Non-Consenting Lender"; provided, that the term "Non-Consenting Lender" shall also include any Lender that rejects (or is deemed to reject) (x) a loan modification offer under Section 10.01, which loan modification has been accepted by at least the Majority Lenders

of the respective Tranche of Loans whose Loans and/or Commitments are to be extended pursuant to such loan modification and (y) any Lender that does not elect to become a lender in respect of any Specified Refinancing Debt pursuant to Section 2.18.

Section 3.09 Survival. All of the Loan Parties' obligations under this Article III shall survive termination of the Aggregate Commitments and repayment of all other Obligations hereunder, any assignment by or replacement of a Lender and any resignation or removal of the Administrative Agent.

ARTICLE IV.
Conditions Precedent to Credit Extensions

Section 4.01 Conditions to the Initial Credit Extension on the Closing Date. The obligation of the Lenders to make the initial Credit Extension hereunder on the Closing Date is subject to satisfaction or due waiver in accordance with Section 10.01 of each of the following conditions precedent:

(a) The Administrative Agent shall have received all of the following, each of which shall be originals or facsimiles or "pdf" files unless otherwise specified, each properly executed by a Responsible Officer of the signing Loan Party, each dated as of the Closing Date (or, in the case of certificates of governmental officials, as of a recent date before the Closing Date), and each accompanied by their respective required schedules and other attachments (and set forth thereon shall be all required information with respect the Loan Parties, giving effect to the Transactions), in each case except as specified on Schedule 6.16:

(i) executed counterparts of (A) this Agreement from the Borrowers, the Administrative Agent and the initial Lenders, (B) the Intercreditor Agreement from each Loan Party incorporated in Sweden, England & Wales and the U.S., the Administrative Agent, the Security Agent, Wilmington Trust (London) Limited, as Facility Agent for the Sustainable Revolving Credit Facility and the holders of the Convertible Bonds or the trustee for the Convertible Bonds, as applicable, Parent, the Borrowers and each Restricted Subsidiary of Parent, which shall be in a form reasonably satisfactory to the Lead Lender and (C) the Guaranty from the Loan Parties and the Administrative Agent;

(ii) the Closing Date Collateral Documents, duly executed by each of the Loan Parties party thereto;

(iii) a Committed Loan Notice relating to the initial Credit Extension;

(iv) a solvency certificate executed by the chief financial officer or similar officer, director or authorized signatory of Parent (after giving effect to the Transactions) substantially in the form attached hereto as Exhibit F;

(v) such certificates of good standing or status (to the extent that such concepts exist) from the applicable secretary of state (or equivalent authority) of the jurisdiction of organization of each Loan Party incorporated in Sweden and the U.S. (in each case, to the extent applicable);

(vi) a copy of the Organization Documents of each Loan Party;

(vii) certificates of customary resolutions or other customary action, incumbency certificates and/or other customary certificates or identification of Responsible Officers of each Loan Party incorporated in Sweden, England & Wales and the U.S. evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party or is to be a party on the Closing Date (including specimen signatures of each such Responsible Officer);

(viii) the following legal opinions: (A) a customary legal opinion of White & Case LLP in respect of the capacity and authority of any Loan Party incorporated in the United States and the enforceability of any Loan Document governed by New York law and other customary matters, (B) a customary legal opinion of Roschier Advokatbyrå AB in respect of the capacity and authority of any Loan Party incorporated in Sweden and the enforceability of any Loan Document governed by Swedish law and other customary matters, (C) a customary legal

opinion of Latham & Watkins LLP in respect of the capacity and authority of any Loan Party incorporated in England & Wales and the enforceability of any Loan Document governed by English law and other customary matters.

(ix) a certificate of a Responsible Officer of Parent (A) certifying that the conditions set forth in Section 4.01(c), 4.01(e), 4.01(f), 4.01(g), 4.01(h), 4.01(i), 4.01(j) and 4.01(k) have been satisfied and (B) confirming that guaranteeing or securing, as appropriate, the Aggregate Commitments would not cause any guarantee, security or similar limit binding on any such Loan Party to be exceeded;

(x) evidence that all actions, recordings and filings of or with respect to the Closing Date Collateral Documents required in order to perfect and protect the Liens created thereby (subject to the Perfection Exceptions) shall have been taken, completed or otherwise provided for in a customary manner;

(xi) in respect of each Loan Party incorporated or domiciled in the United States:

(1) UCC-1 financing statements (except for separate fixture filings which shall only be required to be filed to the extent the applicable Mortgage cannot serve as a fixture filing under applicable law in the applicable jurisdiction) in respect of security interest granted by each such Loan Party for filing in all applicable jurisdictions;

(2) the results of a Lien search (including a search as to judgments, pending litigation, bankruptcy and Tax matters), in form and substance reasonably satisfactory to the Lead Lender, made against such Loan Parties under the Uniform Commercial Code (or applicable judicial docket) as in effect in each jurisdiction in which filings or recordations under the Uniform Commercial Code should be made to evidence or perfect security interests in all assets of such Loan Party, indicating among other things that the assets of each such Loan Party are free and clear of any Lien (except for Permitted Liens);

(xii) in connection with the pledge of the Equity Interest owned by each Loan Party, an original stock certificate representing such pledged Equity Interests (if and to the extent such Equity Interests are certificated), together with customary blank stock or unit transfer powers and irrevocable powers duly executed in blank (if applicable);

(xiii) certificates from the applicable Loan Parties' insurance broker or other evidence satisfactory to the Lead Lender that all insurance required to be maintained pursuant to Section 6.07 is in full force and effect;

(xiv) a funds flow memorandum, in form and substance reasonably satisfactory to the Administrative Agent and the Lead Lender; and

(xv) (i) unaudited, internally prepared consolidated balance sheets and related statements of income and cash flows of the Parent and "flash reports" prepared for management for each month of the Parent ended after its most recent Form 20-F or 6-K filing reporting on annual and quarterly financial statements and at least 30 days prior to the Closing Date, and (ii) a pro forma consolidated balance sheet and related statements of income and cash flows of the Parent as of and for the twelve-month period ending on the last day of the most recently completed four-fiscal quarter period ended at least 45 days (or 90 days in case such period is the end of the Parent's fiscal year) prior to the Closing Date, prepared after giving effect to the Transactions as if the Transactions had occurred at the beginning of such period.

(b) The Borrowers and the other Loan Parties shall have provided, at least three (3) Business Days prior to the Closing Date (or such shorter period as the Administrative Agent shall otherwise agree), the documentation and other information required by regulatory authorities under applicable "know your customer" rules and Anti-Money Laundering Laws as has been reasonably requested in writing by the Administrative Agent at least ten (10) Business Days prior to the Closing Date;

(c) The representations and warranties of the Borrowers and each other Loan Party contained in Article V or any other Loan Document shall be true and correct in all material respects (provided that any representation and

warranty that is qualified as to "materiality", "material adverse effect" or similar language shall be true and correct in all respects (after giving effect to any such qualification therein)).

(d) All fees required to be paid on the Closing Date pursuant to this Agreement and the Fee Letters and reasonable out-of-pocket expenses required to be paid on the Closing Date pursuant to this Agreement, to the extent invoiced in reasonable detail at least three Business Days prior to the Closing Date (or such later date as the Swedish Borrower may agree) shall have been paid (which amounts may be offset against the proceeds of the Initial Term Loans).

(e) No Default or Event of Default shall exist, or would result from such proposed Credit Extension or from the application of the proceeds therefrom on the Closing Date.

(f) Since December 31, 2021, there has been no event or circumstance, either individually or in the aggregate, that has had or would reasonably be expected to have a Material Adverse Effect.

(g) The Sustainable Revolving Credit Facility Agreement Amendment Agreement has been executed by all parties thereto and has become effective or will become effective within one (1) Business Day of the date of this Agreement.

(h) The Convertible Bonds in an amount not less than $300,000,000 shall have been purchased pursuant to that certain Investment Agreement dated as of March 14, 2023 by and among Parent and certain purchasers thereof, and that certain Subscription Agreement dated as of March 14, 2023 by and among Parent and certain purchasers thereof, which shall be in form and substance reasonably satisfactory to the Lead Lender.

(i) All governmental and third party approvals necessary in connection with the Transactions shall have been obtained and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose adverse conditions on the Transactions.

(j) After giving effect to the Transactions, Liquidity of the Parent shall not be less than $300,000,000.

(k) On the Closing Date, after giving effect to the Transactions, none of the Parent, the Borrowers or any of their respective Restricted Subsidiaries shall have any Indebtedness for borrowed money other than (i) the Obligations, (ii) indebtedness in respect of the Convertible Bonds in an aggregate principal amount not to exceed $300,000,000 (plus any capitalized or "paid-in-kind" interest accruing thereon), (iii) the Sustainable Revolving Credit Facility in an aggregate amount not to exceed (SEK) 2,100,000,000 and, (iv) indebtedness permitted by Section 7.01(i) or 7.01(k), (iv) the indebtedness specified on Schedule 7.01.

Without limiting the generality of the provisions of Section 9.03, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender as of the Closing Date shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required hereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received written notice from such Lender prior to the Closing Date specifying its objection thereto.

ARTICLE V.
Representations and Warranties

Each of Parent, Holdings, and the Borrowers represents and warrants to the Administrative Agent and the Lenders that (after giving effect to the Transactions and the actions contemplated by Section 6.16 hereof):

Section 5.01 Existence, Qualification and Power; Compliance with Laws. Each Loan Party and each of the Restricted Subsidiaries (subject to the Legal Reservations and the Perfection Requirements) (a) is a Person duly organized, formed, established or incorporated, validly existing and in good standing (to the extent such concept is applicable in the relevant jurisdiction) under the Laws of the jurisdiction of its incorporation or organization, (b) has all requisite power and authority to (i) own or lease its assets and carry on its business and (ii) execute, deliver and

perform its obligations under the Loan Documents to which it is a party, (c) is duly qualified and is authorized to do business and in good standing (to the extent such concept is applicable in the relevant jurisdiction) under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification and (d) has all requisite governmental licenses, authorizations, consents and approvals to operate its business as currently conducted; except in each case referred to in clause (a) (other than with respect to the Borrowers), (b)(i), (b)(ii) (other than with respect to the Borrowers), (c) and (d), to the extent that any failure to be so or to have such would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.02 Authorization; No Contravention. The execution, delivery and performance by each Loan Party (in each case, subject to the Legal Reservations and the Perfection Requirements) of each Loan Document to which such Person is or is to be a party are within such Loan Party's corporate or other powers, have been duly authorized by all necessary corporate or other organizational action and do not (a) contravene the terms of any of such Person's Organization Documents, (b) violate any Law or (c) result in a breach or default under the terms of any Indebtedness (other than intercompany Indebtedness) of the Loan Parties having an aggregate outstanding principal amount equal to or greater than the Threshold Amount; except in the case of clause (b) or (c), to the extent that such violation, breach or default would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.03 Governmental Authorization; Other Consents. No approval, consent, exemption, authorization or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with (a) the execution, delivery, performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document, or for the consummation of the Transactions, (b) the grant by any Loan Party of the Liens granted by it pursuant to the Collateral Documents or (c) the perfection or maintenance of the Liens on the Collateral created under the Collateral Documents, except for (v) subject to Schedule 6.16 in all respects, any filings and registrations necessary to perfect the Liens on the Collateral granted by the Loan Parties or any Restricted Subsidiary in favor of the Secured Parties as required under the applicable Collateral Documents and payment of associated fees or stamp duties, (w) the approvals, consents, exemptions, authorizations, actions, notices and filings which have been duly obtained, taken, given or made and are in full force and effect, (x) those approvals, consents, exemptions, authorizations or other actions, notices or filings set out in the Collateral Documents and (y) those approvals, consents, exemptions, authorizations or other actions, notices or filings, the failure of which to obtain or make would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.04 Binding Effect. This Agreement and each other Loan Document has been duly executed and delivered by each Loan Party (subject to the Legal Reservations and the Perfection Requirements) that is party thereto. Subject to the Legal Reservations and the Perfection Requirements, this Agreement and each other Loan Document constitutes, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms, except as such enforceability may be limited by any applicable bankruptcy, administration, administrative receivership, winding-up, insolvency, reorganization (by way of voluntary arrangement, schemes of arrangement or otherwise), receivership, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity.

Section 5.05 Financial Statements; No Material Adverse Effect.

(a) The audited consolidated financial statements of Parent and its Subsidiaries (x) as of the end of the fiscal year ending December 31, 2021, and previously delivered to the Administrative Agent and (y) most recently delivered pursuant to Section 6.01(a) fairly present in all material respects the consolidated financial condition of Parent and its Subsidiaries as of the dates thereof and their results of operations for the period covered thereby in accordance with IFRS consistently applied throughout the period covered thereby, except as otherwise expressly noted therein.

(b) The unaudited consolidated financial statements of Parent and its Subsidiaries (x) as of the end of each of the fiscal quarters ending March 31, 2022, June 30, 2022 and September 30, 2022 and (y) most recently delivered pursuant to Section 6.01(c) (i) were prepared in accordance with IFRS consistently applied throughout the period covered thereby, except as otherwise expressly noted therein, and (ii) fairly present in all material respects the consolidated financial condition of Parent and its Subsidiaries as of the date thereof and their results of operations for the period covered thereby, subject to the absence of footnotes and to normal and recurring year end audit adjustments.

(c) Since December 31, 2021, there has been no event or circumstance, either individually or in the aggregate, that has had or would reasonably be expected to have a Material Adverse Effect.

Section 5.06 Litigation. There are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Parent or the Borrowers, threatened in writing, at law, in equity, in arbitration or before any Governmental Authority, against Parent, the Borrowers or any Restricted Subsidiary, or against any of their properties or revenues that would reasonably be expected to have a Material Adverse Effect.

Section 5.07 Use of Proceeds. The Borrowers will use the proceeds of the Term Loans to pay Transaction Costs (including paying any fees, commissions and expenses associated therewith), to finance the working capital needs of the Borrowers and the Restricted Subsidiaries and for general corporate purposes of the Borrowers and the Restricted Subsidiaries (including acquisitions, other Investments, capital expenditures, refinancing of Indebtedness and any other transaction not prohibited hereunder) and as additional cash on the balance sheet of the Borrowers and their Restricted Subsidiaries.

Section 5.08 Ownership of Property; Liens. Each Loan Party and each of the Restricted Subsidiaries has fee simple or other comparable valid title to, or leasehold interests in, all real property necessary in the ordinary conduct of its business, free and clear of all Liens except (i) for minor defects in title that do not materially interfere with its ability to conduct its business or to utilize such assets for their intended purposes, (ii) where the failure to have such title or interests would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the use or operation of any real property necessary for the ordinary conduct of Parent's, the Borrowers' and their respective Restricted Subsidiaries' business, taken as a whole and (iii) Liens permitted by Section 7.02. As of the Closing Date, each Loan Party and each of the Restricted Subsidiaries does not own any real property other than the Millville Plant and the Swedish Facility.

Section 5.09 Environmental Compliance. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect:

(a) Parent, the Borrowers and the Restricted Subsidiaries and their respective operations and properties, are in compliance with all applicable Environmental Laws and Environmental Permits and none of Parent, the Borrowers or the Restricted Subsidiaries are subject to any existing or alleged Environmental Liability.

(b) (i) None of the properties currently or formerly owned or operated by Parent, the Borrowers or any Subsidiary is listed or, to the knowledge of Parent or the Borrowers, proposed for listing on the NPL or on the SEMS or any analogous foreign, state or local list or is adjacent to any such property, (ii) there is no asbestos or asbestos-containing material on any property currently owned or operated by Parent, the Borrowers or any of the Restricted Subsidiaries requiring investigation, remediation, mitigation, removal, or assessment, or other response, remedial or corrective action, pursuant to any Environmental Law and (iii) Hazardous Materials have not been released, discharged or disposed of at, in, on, under, to or from any property currently or, to the knowledge of Parent or the Borrowers, formerly owned or operated by Parent, the Borrowers or any of the Restricted Subsidiaries.

(c) Neither Parent nor the Borrowers nor any of the Restricted Subsidiaries is undertaking, and none has completed, either individually or together with other potentially responsible parties, any investigation, remediation, mitigation, removal, assessment or remedial response or corrective action relating to any actual or threatened release, discharge or disposal of Hazardous Materials at, on, in, under, to or from any site, location or operation, either voluntarily or pursuant to the order of any Governmental Authority or the requirements of any Environmental Law.

(d) All Hazardous Materials generated, used, treated, handled or stored at, or transported to or from, any property currently or, to the knowledge of Parent or the Borrowers, formerly owned or operated by Parent, the Borrowers or any of the Subsidiaries have been disposed of in a manner not reasonably expected to result in liability to Parent, the Borrowers or any of the Restricted Subsidiaries.

(e) No product manufactured or distributed by Borrowers or any of their Subsidiaries contains any Hazardous Material in a quantity or at a concentration that requires a warning to customers or other Persons under

applicable Environmental Laws, or that is prohibited by, or in exceedance of applicable limits established pursuant to, Environmental Law.

(f) No actions, claims or legal proceedings are pending or, to the knowledge of the Parent or the Borrowers, threatened by any Person against Parent, the Borrowers or any Restricted Subsidiary pursuant to any Environmental Law or relating to any Hazardous Materials.

Section 5.10 Taxes.

Each of Parent, the Borrowers and each of the Restricted Subsidiaries have filed or have caused to be filed all Tax returns and reports required to be filed by it, and have paid all Taxes (including in its capacity as a withholding agent) levied or imposed upon them or their properties, income or assets otherwise due and payable, except those (i) which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with IFRS (or other applicable generally accepted Accounting Principles) or (ii) with respect to which the failure to make such filing or payment would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

Section 5.11 Employee Benefits Plans.

(a) Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, (i) each Plan is in compliance with the applicable provisions of ERISA, the Code and other applicable federal and state laws and (ii) each Plan that is intended to be a qualified plan under Section 401(a) of the Code may rely upon an opinion letter for a prototype plan or has received a favorable determination letter from the IRS to the effect that the form of such Plan is qualified under Section 401(a) of the Code and the trust related thereto has been determined by the IRS to be exempt from federal income tax under Section 501(a) of the Code, or an application for such a letter will be submitted to the IRS within the applicable required time period with respect thereto or is currently being processed by the IRS, and to the knowledge of any Loan Party, nothing has occurred that would prevent, or cause the loss of, such tax-qualified status.

(b) Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, (i) each Foreign Plan is in compliance with all requirements of Law applicable thereto and the respective requirements of the governing documents for such plan and (ii) with respect to each Foreign Plan, none of Parent, the Borrowers or any of its or their Subsidiaries or any of their respective directors, officers, employees or agents has engaged in a transaction that could subject Parent, the Borrowers or any Restricted Subsidiary, directly or indirectly, to any excise tax or civil penalty.

(c) There are no pending or, to the knowledge of any Loan Party, threatened claims, actions or lawsuits, or action by any Governmental Authority with respect to any Plan that would reasonably be expected to have a Material Adverse Effect. There has been no "prohibited transaction" within the meaning of Section 4975 of the Code or Section 406 or 407 of ERISA (and not otherwise exempt under Section 408 of ERISA) with respect to any Plan that would reasonably be expected to result in a Material Adverse Effect.

(d) (i) No ERISA Event has occurred and neither any Loan Party nor, to the knowledge of any Loan Party, any ERISA Affiliate is aware of any fact, event or circumstance that would reasonably be expected to constitute or result in an ERISA Event with respect to any Plan or Multiemployer Plan, (ii) each Loan Party and each ERISA Affiliate has met all applicable requirements under the Pension Funding Rules in respect of each Plan, and no waiver of the minimum funding standards under such Pension Funding Rules has been applied for or obtained, (iii) there exists no Unfunded Pension Liability, (iv) as of the most recent valuation date for any Plan, the present value of all accrued benefits under such Plan (based on the actuarial assumptions used to fund such Plan) did not exceed the value of the assets of such Plan allocable to such accrued benefits, (v) neither any Loan Party nor, to the knowledge of any Loan Party, any ERISA Affiliate knows of any facts or circumstances that would reasonably be expected to cause the funding target attainment percentage (as defined in Section 430(d)(2) of the Code) for any Plan, if applicable, to drop below 80% as of the most recent valuation date, (vi) neither any Loan Party nor any ERISA Affiliate has incurred any liability to the PBGC other than for the payment of premiums, and there are no premium payments which have become due that are unpaid, (vii) neither any Loan Party nor any ERISA Affiliate has engaged in a transaction that could be subject to Sections 4069 or 4212(c) of ERISA and (viii) no Plan has been terminated by the plan administrator thereof

or by the PBGC and no event or circumstance has occurred or exists that would reasonably be expected to cause the PBGC to institute proceedings under Title IV of ERISA to terminate any Plan or Multiemployer Plan, except with respect to each of the foregoing clauses (i) through (viii) of this Section 5.11(d), as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(e) (i) No Foreign Benefit Event has occurred and no Loan Party is aware of any fact, event or circumstance that would reasonably be expected to constitute or result in a Foreign Benefit Event with respect to any Foreign Plan, (ii) with respect to each Foreign Plan, reserves have been established in the financial statements furnished to Lenders in respect of any unfunded liabilities in accordance with applicable Law and, where required, in accordance with ordinary accounting practices in the jurisdiction in which such Foreign Plan is maintained, and (iii) except as disclosed or reflected in such financial statements, there are no aggregate unfunded liabilities with respect to Foreign Plans and the present value of the aggregate accumulated benefit liabilities of all Foreign Plans did not, as of the last annual valuation date applicable thereto, exceed the assets of all such Foreign Plans, except with respect to each of the foregoing clauses (i), (ii) and (iii) of this Section 5.11(e), as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(f) No Loan Party maintains, or contributes to, a Foreign Plan which is a defined benefit occupational pension scheme as defined in the Pensions Act of 2004 (c. 35), except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

Section 5.12 Subsidiaries; Capital Stock. As of the Closing Date, there are no Restricted Subsidiaries other than those specifically disclosed on Schedule 5.12, and all of the outstanding Capital Stock in such Restricted Subsidiaries that are owned by a Loan Party have been validly issued, are fully paid and non-assessable (other than for those Restricted Subsidiaries that are limited liability companies and limited partnerships and to the extent such concepts are not applicable in the relevant jurisdiction) and are owned free and clear of all Liens except (i) those created under the Collateral Documents, and (ii) Liens permitted pursuant to Section 7.02.

Section 5.13 Margin Regulations; Investment Company Act.

(a) Neither the making of any Credit Extension hereunder nor the use of proceeds thereof will violate any regulations of the FRB, including the provisions of Regulations T, U or X of the FRB. No proceeds of any Loan will be used to purchase or carry Margin Stock. No Group Member is engaged principally, or as one of its important activities, in the business of purchasing or carrying Margin Stock, or extending credit for the purpose of purchasing or carrying Margin Stock.

(b) None of the Loan Parties is or is required to be registered as an "investment company" under the Investment Company Act of 1940, as amended.

Section 5.14 Disclosure. As of the Closing Date, no report, financial statement, certificate or other written information furnished by or on behalf of any Loan Party (other than projected financial information, pro forma financial information and information of a general economic or industry nature) to any Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (as modified or supplemented by other information so furnished), when taken as a whole, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein (when taken as a whole), in the light of the circumstances under which they were made, not materially misleading; provided that, with respect to projected and pro forma financial information the Borrowers represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time of preparation and delivery; it being understood that actual results may vary from such forecasts and that such variances may be material.

Section 5.15 Compliance with Laws. Parent and each Borrower and each Restricted Subsidiary is in compliance in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

Section 5.16 Intellectual Property; Licenses, Etc. To the knowledge of Parent and the Borrowers, each of Parent and the Borrowers and the Restricted Subsidiaries own, license or possess the right to use all of the trademarks, service marks, trade names, copyrights, patents and other intellectual property rights (collectively, "IP Rights") that are used in the operation of their respective businesses, as currently conducted, and provided that the foregoing shall not be deemed to constitute a representation that Parent, the Borrowers, or the Restricted Subsidiaries do not infringe or violate the IP Rights held by any other Person. To the knowledge of Parent and the Borrowers, the conduct of the business of Parent, the Borrowers, and the Restricted Subsidiaries as currently conducted does not infringe upon, misappropriate or otherwise violate any IP Rights held by any other Person, except for such infringements, misappropriations and other violations which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. No claim or litigation regarding any of the foregoing is pending or, to the knowledge of Parent or the Borrowers, threatened in writing, which, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

Section 5.17 Solvency. On the Closing Date, after giving effect to the Transactions, Parent and its Subsidiaries, on a consolidated basis, are Solvent.

Section 5.18 Perfection, Etc. Subject to the Legal Reservations and the Perfection Requirements, each Collateral Document delivered pursuant to this Agreement will, upon execution and delivery thereof, be effective to create (to the extent described therein and, solely with respect to Loan Parties not organized in the United States or assets not located in the United States, subject to the Agreed Security Principles) in favor of the Security Agent for the benefit of the Secured Parties and/or in favor of the Secured Parties in their capacities as such (or any of them) to the extent required by applicable Law, legal, valid and enforceable Liens on, and security interests in, the Collateral described therein to the extent intended to be created thereby, except as to enforcement, as may be limited by applicable domestic or foreign bankruptcy, winding-up, insolvency, judicial management, fraudulent conveyance, reorganization (by way of voluntary arrangement, schemes of arrangements or otherwise), moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and subject to the Legal Reservations and the Perfection Requirements and (a) when financing statements and other filings in appropriate form are filed or registered, as applicable, in the offices of the Secretary of State (or a comparable office in any applicable non-U.S. jurisdiction) of each Loan Party's jurisdiction of organization, incorporation or formation (if applicable) or the registration of particulars of that certain English-law Debenture, dated on or about the date hereof, entered into by each UK Subsidiary and the Security Agent at Companies House in England and Wales under section 859A of the Companies Act 2006 and payment of associated fees is made and other applicable Perfection Requirements are completed and (b) upon the taking of possession or control by the Security Agent of such Collateral with respect to which a security interest may be perfected only by possession or control (which possession or control shall be given to the Security Agent or to a third party appointed by the Security Agent in certain jurisdictions, as the case may be, to the extent possession or control by the Security Agent is required by the applicable Collateral Document) the Liens created by the Collateral Documents shall constitute fully perfected first priority Liens so far as possible under relevant law on, and security interests in (to the extent intended to be created thereby and required to be perfected under the relevant Loan Documents and, in each case, solely with respect to Loan Parties not organized in the United States or assets not located in the United States, subject to the Agreed Security Principles), all right, title and interest of the grantors in such Collateral in each case free and clear of any Liens other than Liens permitted hereunder (other than such Collateral in which a security interest cannot be perfected under the Uniform Commercial Code or similar law in other jurisdictions as in effect at the relevant time in the relevant jurisdiction by possession or control).

Notwithstanding anything herein (including this Section 5.18) or in any other Loan Document to the contrary, neither Parent nor any other Loan Party makes any representation or warranty as to the pledge or creation of any security interest, or the effects of perfection or non-perfection, the priority or the enforceability of any pledge of or security interest to the extent such pledge, security interest, perfection or priority is not required under this Agreement.

Section 5.19 Sanctions Laws and Regulations.

(a) Each of the Parent, the Borrowers and each of their respective Subsidiaries and the respective directors, officers and, to the knowledge of the Parent and each of the Borrowers, employees and agents of the Parent, the Borrowers and each of their respective Subsidiaries is in compliance in all material respects with applicable Sanctions Laws and Regulations. None the Parent, the Borrowers or any of their respective Subsidiaries will use any

part of the proceeds of any Loan, including this Agreement or any other Loan Document, directly or, knowingly, indirectly in a manner that would constitute or give rise to a violation of any Sanctions Laws and Regulations by any party hereto.

(b) None of the Parent, the Borrowers or any of their respective Subsidiaries or any of the respective directors, officers or, to the knowledge of the Parent or any of the Borrowers, employees or agents of the Parent, the Borrowers or any of their respective Subsidiaries: (I) is a Sanctioned Person; (II) engages in any dealings or transactions, directly or knowingly indirectly, with or involving any Sanctioned Country or Sanctioned Person, in each case in violation of applicable Sanctions Laws and Regulations, or (III) otherwise acts in a manner that would constitute or give rise to a violation of Sanctions Laws and Regulations by any party hereto.

Section 5.20 Anti-Corruption Laws. None of the Parent, the Borrowers or any of their respective Subsidiaries will use any part of the proceeds of any Loan, including this Agreement and any other Loan Documents, in furtherance of any improper payment, directly or indirectly, to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, or any other party (if applicable) in order to obtain, retain or direct business or otherwise obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act 2010, as amended, or any other laws, rules or regulations concerning the prevention or prohibition of bribery or corruption issued, administered or enforced by any Governmental Authority having jurisdiction over the Parent or Borrowers (collectively, the "Anti-Corruption Laws"). Each of the Parent and the Borrowers has implemented and maintains in effect, or is subject to, policies and procedures designed to promote and achieve compliance by the Parent, the Borrowers and each of their respective Subsidiaries and the respective directors, officers, employees and agents of the Parent, the Borrowers and each of their respective Subsidiaries with Anti-Corruption Laws. Each of the Parent, the Borrowers and their respective Subsidiaries, and each of the respective directors, officers, and, to the knowledge of Parent and the Borrowers, employees and agents of the Parent, the Borrowers and their respective Subsidiaries, are in compliance in all respects with Anti-Corruption Laws.

Section 5.21 Anti-Money Laundering Laws. Each of the Parent, the Borrowers and their respective Subsidiaries are in compliance in all material respects with the U.S. Bank Secrecy Act, as amended by the PATRIOT Act and any other applicable laws, rules or regulations concerning the prohibition or prevention of money laundering or terrorism financing issued, administered or enforced by any Governmental Authority having jurisdiction over the Parent or Borrowers (collectively, the "Anti-Money Laundering Laws).

Section 5.22 No Default. No Default or Event of Default has occurred and is continuing.

Section 5.23 Labor Matters. Except as would not reasonably be expected to have a Material Adverse Effect, there are no strikes or other labor disputes against Parent or any of the Restricted Subsidiaries pending or, to the knowledge of Parent, threatened.

Section 5.24 COMI Regulation. To the extent that a Loan Party is incorporated in the European Union or the United Kingdom, for the purposes of the Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast) (the "COMI Regulation") or any equivalent legislation or regulation in the United Kingdom ("Equivalent COMI Regulation"), its (after giving effect to the Transactions) center of main interest (as that term is used in Article 3(1) of the COMI Regulation or as that term or analogous term is used in any Equivalent COMI Regulation) is situated in its jurisdiction of incorporation and it has no "establishment" (as such term is used in Article 2 (10) of the COMI Regulation or as that term or analogous term is used in any Equivalent COMI Regulation) in any other jurisdiction, in each case, other than as permitted pursuant to Section 6.19.

Section 5.25 Compliance with Food and Drug Laws.

(a) The products manufactured and/or sold by each of Parent, Holdings, the Borrowers and each of their respective Subsidiaries, were, in all material respects at all times whilst in the control of Parent, Holdings, the Borrowers or their respective Subsidiaries, (i) in compliance with all applicable Food and Drug Laws, and all applicable product content, labeling, registration and certification requirements for any jurisdiction in which each product is marketed; (ii) manufactured in compliance with all Food and Drug Laws; (iii) were able to be introduced

into interstate commerce in the United States and do not contain articles which may not, under applicable Food and Drug Laws, be introduced into interstate commerce; (iv) manufactured in conformity with the applicable formulae and specifications and in material compliance with good manufacturing practices; (v) tested in accordance with established protocol sufficient to release the applicable products for sale in accordance with applicable laws; and (vi) fit for the ordinary purposes for which they are intended to be used.

(b) Each of Parent, Holdings, the Borrowers and each of their respective Subsidiaries is now and for the past three (3) years has been in material compliance with, and have no liability under, any Food and Drug Law applicable to it or to the conduct or operation of the business. To the knowledge of Parent, Holdings, the Borrowers or any Subsidiary, there exists no alleged material violation by or failure of such party to comply with any Food and Drug Law; and Parent, Holdings, the Borrowers and any Subsidiary has not, during the past three (3) years, received any written or oral, notice of any material violation, delinquency or material liability with respect to any Food and Drug Law. No products sold by Parent, Holdings, the Borrowers or any of their respective Subsidiaries are or were subject to any material administrative detention, stop sale, recall, or other proceeding or action pursuant to any applicable Food and Drug Law within the past three (3) years, other than those specifically disclosed on Schedule 5.25.

(c) Each of Parent, Holdings, the Borrowers and each of their respective Subsidiaries, have obtained, maintain, and are and have been in compliance in all material respects with all Permits required under Food and Drug Laws applicable to them or to the conduct or operation of the business. All such Permits are in full force and effect. No revocation, termination, limitation, withdrawal or inability to renew any of such Permits is pending or, to Parent's, Holdings', the Borrowers' or any of their respective Subsidiaries' knowledge, threatened. All appropriate filings and registrations where necessary for the renewal or reissuance of such Permits have been timely submitted to the appropriate Governmental Authority.

(d) Each of Parent, Holdings, the Borrowers and each of their respective Subsidiaries, have not within the past three (3) years voluntarily recalled, suspended, or discontinued manufacturing any product at the request of any Governmental Authority, nor has Parent, Holdings, the Borrowers or any of their respective Subsidiaries received any written notice in the last three (3) years from any Governmental Authority that it has commenced or threatened to initiate any action to withdraw approval, restrict sales or marketing, or request a recall of, any product, or that a Governmental Authority has commenced or threatened to initiate any action to enjoin or place restrictions on the production of any product, other than those specifically disclosed on Schedule 5.25.

(e) [reserved].

(f) During the past three (3) years, in all material respects all products: (i) have been properly manufactured, handled and stored and are properly packaged and labeled and fit for use or consumption whilst in the control of Parent, Holdings, the Borrowers or their respective Subsidiaries; (ii) comply with all applicable Food and Drug Laws; (iii) comply with established specifications, and the level of contaminants or other impurities in the products have been and currently are in compliance with all applicable laws; and (iv) were shipped in interstate commerce in accordance with applicable Food and Drug Laws, other than those specifically disclosed on Schedule 5.25.

(g) During the past three (3) years, all production facilities owned or operated by Parent, Holdings, the Borrowers and each of their respective Subsidiaries engaged in activities related to the products are or were registered in accordance with all applicable Food and Drug Laws.

(h) Parent, Holdings, the Borrowers and each of their respective Subsidiaries has not received written notice of, or been subject to, any finding of material deficiency or material non-compliance, material penalty, fine or sanction, request for corrective or remedial action or other material compliance or enforcement action, in respect of any of (i) the products, (ii) the ingredients in the products, or (iii) the facilities at which such products are manufactured, packaged, stored or initially distributed.

Section 5.26 Material Jurisdictions. The Material Jurisdictions consist of the jurisdictions listed on Schedule 5.26 hereto.

ARTICLE VI.
Affirmative Covenants

So long as any Lender shall have any Commitment hereunder, or any Loan or other Obligation (other than contingent indemnification obligations as to which no claim has been asserted) hereunder shall remain unpaid or unsatisfied, Parent, Holdings and the Borrowers shall and shall (except in the case of the covenants set forth in Sections 6.01, 6.02 and 6.03) cause each Restricted Subsidiary to:

Section 6.01 Financial Statements. Deliver to the Administrative Agent for further distribution to each Lender:

(a) prior to the earlier of (i) one hundred twenty (120) days after the end of each fiscal year of Parent and (ii) the latest date on which such financial statements of Parent are required to be delivered to shareholders of Parent pursuant to the Listing Rules (or any analogous rules or regulations of any applicable stock exchange in which the Parent's Voting Stock is traded), and commencing with the fiscal year ending December 31, 2023, a consolidated balance sheet of Parent and its Subsidiaries as at the end of such fiscal year, and the related consolidated statements of income or operations, stockholders' equity and cash flows for such fiscal year together with related notes thereto, setting forth in each case in comparative form the figures for the previous fiscal year and the corresponding figures from the financial model relating to the Group dated March 12, 2023, all in reasonable detail and prepared in accordance with IFRS, audited and accompanied by an opinion of an independent registered public accounting firm of nationally recognized standing, which opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit (other than as may be required as a result solely from (i) an actual or a prospective default or event of default with respect to any financial covenant or (ii) the impending maturity of any Indebtedness occurring within one year from the time such opinion is delivered);

(b) [reserved];

(c) prior to the earlier of (i) forty five (45) days after the end of the first, second and third fiscal quarter of each fiscal year of Parent and (ii) the latest date on which such financial statements of Parent are required to be delivered to shareholders of Parent pursuant to the Listing Rules, (A) a consolidated balance sheet of Parent and its Subsidiaries as of the end of such fiscal quarter and (B) consolidated statements of income or operations, stockholders' equity and cash flows for such fiscal quarter, setting forth in each case in comparative form the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding figures from the financial model relating to the Group dated March 12, 2023, all in reasonable detail and certified by a Responsible Officer of Parent as fairly presenting in all material respects the financial condition, results of operations and cash flows of Parent and its Subsidiaries in accordance with IFRS, subject to normal year-end adjustments and the absence of footnotes; and

(d) prior to thirty (30) days after the end of the first and second fiscal month in each fiscal quarter of the Parent, (A) a consolidated balance sheet of Parent and its Subsidiaries as of the end of such fiscal month, (B) consolidated statements of income or operations, stockholders' equity and cash flows for such fiscal month and for the period from the beginning of the current fiscal year to the end of such month, all in reasonable detail and certified by a Responsible Officer of Parent as fairly presenting in all material respects the financial condition, results of operations and cash flows of Parent and its Subsidiaries in accordance with IFRS, subject to normal year-end adjustments and the absence of footnotes.

Notwithstanding the foregoing, (A) the obligations in clauses (a) and (c) of this Section 6.01 may be satisfied by furnishing, at the option of the Swedish Borrower, the applicable financial statements of (I) any successor of Parent or (II) any Wholly Owned Restricted Subsidiary of Parent that, together with its consolidated Restricted Subsidiaries, constitutes substantially all of the assets of Parent, the Borrowers and their consolidated Subsidiaries (a "Qualified Reporting Subsidiary"); provided that to the extent such information relates to a Qualified Reporting Subsidiary, such information is accompanied by consolidating information that explains in reasonable detail the differences between the information relating to such Qualified Reporting Subsidiary, on the one hand, and the information relating to Parent, the Borrowers and the Restricted Subsidiaries on a standalone basis, on the other hand, and (B) (i) in the event that Parent delivers to the Administrative Agent an Annual Report on Form 10-K or equivalent filing or report for any fiscal year (or similar filing in the applicable jurisdiction), as filed with the SEC or in such form as would have been suitable for filing with the SEC or equivalent filings or reports in the applicable jurisdiction, filed with or required by

any equivalent listing authority or Governmental Authority, within the time frames set forth in clause (a) above, such Form 10-K or equivalent filing or report shall satisfy all requirements of clause (a) of this Section 6.01 with respect to such fiscal year to the extent that it contains the opinion required by such clause (a) and such report and opinion does not contain any "going concern" or like qualification, exception or explanatory paragraph or any qualification, exception or explanatory paragraph as to the scope of audit (other than as expressly permitted to be contained therein under clause (a) of this Section 6.01) and (ii) in the event that the Borrowers delivers to the Administrative Agent a Quarterly Report on Form 10-Q for any half-fiscal year period or fiscal quarter (or similar filing or report in the applicable jurisdiction), as filed with the SEC (or equivalent listing authority in an applicable jurisdiction) or in such form as would have been suitable for filing with the SEC (or equivalent listing authority in an applicable jurisdiction), within the time frames set forth in clause (c) above, as applicable, such Form 10-Q or equivalent filing or report shall satisfy all requirements of clause (c) of this Section 6.01, as applicable, with respect to such half-fiscal year period or fiscal quarter to the extent that it contains the information required by such clause (c), as applicable; in each case to the extent that information contained in such Form 10-K or Form 10-Q (or similar filings or reports in the applicable jurisdiction) satisfies the requirements of clauses (a) or (c) of this Section 6.01, as the case may be; provided, further, that Parent will be deemed to have satisfied the requirements of clauses (a) or (c) of this Section 6.01, as the case may be, if Parent has posted the information required by such clause to its company website and such information is publicly available in accordance with the Listing Rules.

Section 6.02 Certificates; Other Information. Deliver to the Administrative Agent for further distribution to each Lender:

(a) no later than five days after (i) the delivery of the financial statements referred to in Sections 6.01(a) and (c) are required to be delivered or (ii) the delivery of an Annual Report on Form 10-K or a Quarterly Report on Form 10-Q or, in either case, equivalent filing or report (in either case, delivered pursuant to the last paragraph of Section 6.01), a duly completed Compliance Certificate signed by a Responsible Officer of Parent;

(b) promptly after the same are publicly available, copies of all annual, regular, periodic and special reports and registration statements which the Borrowers may file or be required to file, copies of any material report, filing or communication with the SEC under Section 13 or 15(d) of the Exchange Act, or with any Governmental Authority that may be substituted therefor, or with any national securities exchange, and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(c) promptly after the furnishing thereof, copies of any material statement or material report furnished to any holder of debt securities of any Loan Party (other than any immaterial correspondence in the ordinary course of business or any regularly required quarterly or annual certificates), in each case pursuant to the terms of any Junior Financing in a principal amount greater than the Threshold Amount and not otherwise required to be furnished to the Lenders pursuant to any other clause of this Section 6.02;

(d) promptly, such additional information regarding the business, legal, financial or corporate affairs of any Loan Party or any Restricted Subsidiary thereof as the Administrative Agent or any Lender through the Administrative Agent may from time to time reasonably request;

(e) [reserved];

(f) no later than the earlier of (i) March 16 of each fiscal year and (ii) the date upon which the fourth quarter earnings call with respect to financial date for the last fiscal quarter of the previous fiscal year is delivered, a consolidated plan and financial forecast for such fiscal year, including (A) a forecasted consolidated balance sheet and forecasted consolidated statements of income and cash flows of the Parent and its Restricted Subsidiaries for such fiscal year and each quarter of such fiscal year, (B) a quarterly breakdown of such forecast by region, including EMEA, the Americas and the People's Republic of China (in form and substance reasonably satisfactory to the Administrative Agent), and (C) an explanation of the assumptions on which such forecasts are based;

(g) no later than thirty (30) days after the end of each fiscal month, (i) a report setting forth monthly income statements by region for such fiscal month and (ii) a key performance indicator report, in form and substance reasonably satisfactory to the Lead Lender, detailing volumes sold by region and production capacity by plant;

(h) no later than thirty (30) days after the end of each fiscal month, a report providing a calculation of Liquidity (a "Liquidity Report") as at the end of such fiscal month, which report shall include (i) the aggregate amount of Unrestricted Cash held by the Loan Parties, (ii) the aggregate amount of Unrestricted Cash held by the Swedish Borrower and its Subsidiaries, (iii) a breakdown of (x) Liquidity by region and (y) cash and Cash Equivalents held by Loan Parties and non-Loan Parties, in each case, as at the end of such fiscal month and (iv) a breakdown of cash and Cash Equivalents held in (A) Bank Accounts subject to a first priority perfected lien pursuant to Section 6.15(a) and (B) Bank Accounts holding the amounts contemplated in Section 6.15(b); and

(i) no later than thirty (30) days after the end of each fiscal month, a report setting forth (i) production volumes by plant for such fiscal month and (ii) aggregate fill rates by region as a whole for such fiscal month.

Documents required to be delivered pursuant to Section 6.01(a) or (c) or Section 6.02(a) or (b) (or to the extent any such documents are included in materials otherwise filed with the SEC or any governmental or private regulatory authority) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date on which such documents are posted on the Borrowers' behalf on the Platform or another relevant internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that: (i) upon written request by the Administrative Agent, the Borrowers shall deliver copies of such documents (which may be by facsimile or electronic mail) to the Administrative Agent for further distribution to each Lender until a written request to cease delivering copies is given by the Administrative Agent or such Lender and (ii) other than with respect to items required to be delivered pursuant to Section 6.02(b) above, the Borrowers shall notify (which may be by facsimile or electronic mail) the Administrative Agent of the posting of any such documents described in this paragraph and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. The Administrative Agent shall have no obligation to request the delivery of or to maintain or deliver to Lenders paper copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrowers with any such request for delivery, and each Lender shall be solely responsible for timely accessing posted documents or requesting delivery of paper copies of such documents from the Administrative Agent and maintaining its copies of such documents.

The Borrowers hereby acknowledge that (a) the Administrative Agent and/or the Arrangers will make available to the Lenders materials and/or information provided by or on behalf of the Borrowers hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on IntraLinks/IntraAgency, Syndtrak or another similar electronic system (the "Platform") and (b) certain of the Lenders (each, a "Public Lender") may have personnel who do not wish to receive material non-public information (within the meaning of United States federal and state securities laws) or "inside information" (within the meaning of the Market Abuse Regulation) with respect to Parent or its Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons' securities. The Borrowers hereby agree that they will identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (w) all such Borrower Materials shall be clearly and conspicuously marked "PUBLIC SIDE" which, at a minimum, shall mean that the word "PUBLIC SIDE" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC SIDE," the Borrowers shall be deemed to have authorized the Administrative Agent, the Arrangers and the Lenders to treat such Borrower Materials as not containing any material non-public information or inside information within the meaning of the Market Abuse Regulation (although it may be sensitive and proprietary) with respect to Parent or its Affiliates, or their respective securities for purposes of United States federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 10.08); (y) all Borrower Materials marked "PUBLIC SIDE" and all Loan Documents are permitted to be made available through a portion of the Platform designated "Public Side Information" and (z) any Borrower Materials that are not marked "PUBLIC SIDE" shall be deemed to contain material non-public information (within the meaning of United States federal and state securities laws) or "inside information" (within the meaning of the Market Abuse Regulation) and shall not be suitable for posting on a portion of the Platform designated "Public Side Information." Notwithstanding anything herein to the contrary, financial statements delivered pursuant to Sections 6.01(a) and (c) and Compliance Certificates delivered pursuant to Section 6.02(a) shall be deemed to be suitable for posting on a portion of the Platform designated "Public Side Information."

Section 6.03 Notices. Promptly, after a Responsible Officer of the Borrowers or any Guarantor has obtained knowledge thereof, notify the Administrative Agent:

(a) of the occurrence of any Default;

(b) any development or event that has had a Material Adverse Effect;

(c) of the institution of any material litigation not previously disclosed by the Borrowers to the Administrative Agent, or any material development in any material litigation that is reasonably likely to be adversely determined, and would, in either case, if adversely determined be reasonably expected to have a Material Adverse Effect;

(d) of the occurrence of any ERISA Event, where there is any reasonable likelihood of the imposition of liability on any Loan Party as a result thereof that would be reasonably expected to have a Material Adverse Effect;

(e) of the occurrence of any Foreign Benefit Event, where there is any reasonable likelihood of the imposition of liability on any Loan Party as a result thereof that would be reasonably expected to have a Material Adverse Effect;

(f) of Liquidity falling below the level that would be required for compliance with Section 7.08(a)(ii);

(g) of the reasonable likelihood (in the good faith judgment of such Responsible Officer) that Liquidity shall fall below the level that would be required for compliance with Section 7.08(a)(ii); and

(h) of the receipt by any Loan Party of any notice relating to any breach of or failure to comply with any law, regulation or order promulgated by the Food and Drug Administration or United States Department of Agriculture (or the equivalent law, regulation or Governmental Authority order in any applicable non-U.S. jurisdiction).

Each notice pursuant to this Section 6.03 shall be accompanied by a statement of a Responsible Officer of the Borrowers setting forth details of the occurrence referred to therein and stating what action the Borrowers have taken and propose to take with respect thereto.

Section 6.04 Payment of Taxes. Pay, discharge or otherwise satisfy as the same shall become due and payable all Taxes (including in its capacity as withholding agent) imposed upon it or its income, profits, properties or other assets, unless the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with IFRS (or other applicable generally accepted Accounting Principles) are being maintained by Parent, a Borrower or such Restricted Subsidiary; except to the extent the failure to pay, discharge or satisfy the same would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

Section 6.05 Preservation of Existence, Etc. (a) Preserve, renew and maintain in full force and effect its legal existence under the Laws of the jurisdiction of its organization or incorporation except (x) in a transaction permitted by Section 7.03 or 7.04 and (y) (other than with respect to the preservation of the existence of the Borrowers) if failure to do so would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (b) take all reasonable action to maintain all rights, privileges (including its good standing, if such concept is applicable in its jurisdiction of organization or incorporation), permits, licenses and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect or as otherwise expressly permitted hereunder, and (c) use reasonable efforts to protect the secrecy of all of its trade secrets and other confidential IP Rights and preserve, maintain, renew or prosecute all of its registered, issued and applied-for copyrights, patents, trademarks, trade names and service marks, the non-preservation or failure of protection, maintenance, renewal or prosecution of which would reasonably be expected to have a Material Adverse Effect unless otherwise expressly permitted hereunder, provided that nothing in this Section 6.05 shall require the preservation, renewal or maintenance of, or prevent the abandonment by, Parent, a Borrower or Restricted Subsidiary of any registered copyrights, patents, trademarks, trade names and service marks that Parent, such Borrower or Restricted Subsidiary reasonably determines is not useful to its business or no longer commercially desirable.

Section 6.06 Maintenance of Properties.

(a) Except if the failure to do so would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, maintain, preserve and protect all of its tangible properties and equipment that are necessary in the operation of its business in good working order, repair and condition, ordinary wear and tear excepted and casualty or condemnation excepted.

(b) Notwithstanding anything in this Agreement to the contrary, each Borrower will cause all Material Intellectual Property existing as of the Closing Date or generated or acquired after the Closing Date to be owned by Loan Parties and shall not Dispose of any Material Intellectual Property to any Non-Loan Party; provided that a Loan Party may grant a non-exclusive license of Material Intellectual Property to a Non-Loan Party to permit such Non-Loan Party to use such Material Intellectual Property in the ordinary course of business.

Section 6.07 Maintenance of Insurance. Except if the failure to do so would not reasonably be expected to have a Material Adverse Effect, maintain in full force and effect, with insurance companies that the Swedish Borrower believes (in the good faith judgment of the management of the Swedish Borrower) are financially sound and responsible at the time the relevant coverage is placed or renewed, insurance in at least such amounts (after giving effect to any self-insurance which the Swedish Borrower believes (in the good faith judgment of management of the Swedish Borrower) is reasonable and prudent in light of the size and nature of the business of Parent and its Subsidiaries) and against at least such risks (and with such risk retentions) as are usually insured against in the same general area by companies engaged in businesses similar to those engaged by the Borrowers and the Restricted Subsidiaries

Section 6.08 Compliance with Laws. Comply (i) in all respects with the requirements of Anti-Corruption Laws and applicable Sanctions Laws and Regulations, and (ii) with the requirements of all other applicable Laws (including, without limitation, ERISA, Anti-Money Laundering Laws and the Beneficial Ownership Regulation and Environmental Laws) and all orders, writs, injunctions and decrees of any Governmental Authority applicable to it or to its business or property, except if the failure to comply therewith, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. Comply with all the requirements of all Food and Drug Laws in all material respects. The Parent and the Borrowers will continue to maintain in effect and enforce, or remain subject to, policies and procedures designed to promote and achieve compliance by the Parent, the Borrowers and their respective Subsidiaries and the respective directors, officers, employees and agents of the Parent, the Borrowers and their respective Subsidiaries with Anti-Corruption Laws and applicable Sanctions Laws and Regulations.

Section 6.09 Books and Records. Maintain proper books of record and account, in a manner to allow financial statements to be prepared in all material respects in conformity with IFRS consistently applied in respect of all financial transactions and matters involving the assets and business of the Parent or such Restricted Subsidiary, as the case may be (it being understood and agreed that any non U.S. entities may maintain individual books and records in conformity with generally accepted Accounting Principles and that such maintenance shall not constitute a breach of the representations, warranties or covenants hereunder).

Section 6.10 Inspection Rights. Permit representatives of the Required Lenders or the Administrative Agent and, during the continuance of any Event of Default, of each Lender to visit and inspect any of its properties (subject to the rights of lessees or sublessees thereof and subject to any restrictions or limitations in the applicable lease, sublease or other written occupancy arrangement pursuant to which Parent, such Borrower or such Restricted Subsidiary is a party), to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, managers, officers, and independent public accountants (subject to such accountants' customary policies and procedures), all at the reasonable expense of the Borrowers and at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance written notice to the Borrowers; provided that, excluding any such visits and inspections during the continuation of an Event of Default, (i) only the Administrative Agent on behalf of the Lenders may exercise rights under this Section 6.10, (ii) the Administrative Agent shall not exercise such rights more often than one time at each property during any calendar year and (iii) such exercise shall be at the Borrowers' expense; provided further, that when an Event of Default is continuing the Administrative Agent (or any of its representatives) may do any of the foregoing at the expense of the Borrowers at any time and from time to time during normal business hours and upon reasonable advance written notice. The Administrative Agent and the Lenders shall give the Borrowers the opportunity to participate in any discussions with the Borrowers' accountants. Notwithstanding anything to the contrary in this Section 6.10, neither Parent, the Borrowers nor any Restricted Subsidiary will be required to disclose,

or permit the inspection or discussion of, any document, information or other matter (i) that constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by Law or any binding agreement or (iii) that is subject to attorney client or similar privilege or constitutes attorney work product.

Section 6.11 Use of Proceeds. The Borrowers shall use the proceeds of the Loans only as provided in Sections 5.07, 5.13(a), 5.19 and/or 5.20. The Borrowers shall not request any Borrowing, and the Borrower shall not use, and shall procure that its Subsidiaries and the respective directors, officers, employees and agents of the Borrower and its Subsidiaries shall not directly or knowingly indirectly use the proceeds of the Loans or otherwise make available such proceeds to any Person, (a) to fund, finance or facilitate the activities of, with or involving any Sanctioned Person, or of, with, involving or in any Sanctioned Country in each case in violation of any Sanctions Laws and Regulations , or (b) in any other manner that would constitute or give rise to a violation of any Sanctions Laws and Regulations by any party hereto.

Section 6.12 Covenant to Guarantee Obligations and Give Security.

(a) Subject to Perfection Exceptions, Parent and the Borrowers shall (in each case, solely with respect to Loan Parties not organized in the United States or assets not located in the United States, subject to the Agreed Security Principles), at Parent's and the Borrowers' expense:

(i) execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements, fixture filings (only to the extent the applicable Mortgage cannot serve as a fixture filing under applicable law in the applicable jurisdiction), Mortgages and other documents), that the Administrative Agent, Security Agent or the Required Lenders may reasonably request (including, without limitation, those required by applicable law), to satisfy the Collateral and Guarantee Requirement and to cause the Collateral and Guarantee Requirement to be and remain satisfied, all at the expense of the Loan Parties and provide to the Administrative Agent, from time to time upon reasonable request by the Administrative Agent, evidence reasonably satisfactory to the Administrative Agent and the Required Lenders as to the perfection and priority of the Liens created or intended to be created by the Collateral Documents;

(ii) if any asset (other than real property) that has an individual fair market value (as determined in good faith by the Borrower) in an amount greater than $1,000,000 is acquired by Parent, Holdings, any Borrower or any Subsidiary Guarantor after the Closing Date or owned by an entity at the time it becomes a Subsidiary Guarantor (in each case other than (x) assets constituting Collateral under a Collateral Document that become subject to the Lien of such Collateral Document upon acquisition thereof and (y) assets constituting Excluded Property), the Parent and the Borrower or such Subsidiary Guarantor, as applicable, will (A) notify the Administrative Agent and the Security Agent of such acquisition or ownership by the end of the fiscal month in which such acquisition or ownership occurs and (B) reasonably promptly thereafter cause such asset to be subjected to a Lien (subject to any Permitted Liens) securing the Obligations by, and take, and cause the Subsidiary Guarantors to take, such actions as shall be reasonably requested by the Administrative Agent or the Required Lenders to grant and perfect such Liens, including actions described in clause (i) of this Section 6.12, all at the expense of the Loan Parties;

(iii) grant and cause each of the Loan Parties to grant to the Security Agent Mortgages on, any Material Real Property of the Borrower or such Loan Parties, as applicable, that are acquired (or which become Material Real Property) after the Closing Date within one hundred and twenty (120) days after the acquisition (or date the applicable real property becomes Material Real Property) thereof (or such longer period as the Administrative Agent together with the Required Lenders may agree in their reasonable discretion) and all other deliverables set forth in clause (h) of the definition of Collateral and Guarantee Requirement. Unless otherwise waived by the Administrative Agent together with the Required Lenders, and subject to Perfection Exceptions, with respect to each such Mortgage, the Borrower shall cause the requirements set forth in clauses (g) and (h), as applicable, of the definition of "Collateral and Guarantee Requirement" to be satisfied with respect to such Material Real Property (other than Excluded Property);

(iv) if any additional direct or indirect Subsidiary of any Borrower is formed or acquired after the Closing Date (including, without limitation, pursuant to a Delaware LLC Division) (with any Excluded Subsidiary ceasing to be an Excluded Subsidiary being deemed to constitute the acquisition of a Subsidiary) and if such Subsidiary is a

Material Company, promptly after the date such Subsidiary is formed or acquired notify the Security Agent thereof and, within 20 Business Days after the date such Subsidiary is formed or acquired (or such longer period as the Administrative Agent together with the Required Lenders may agree in their reasonable discretion) cause the Collateral and Guarantee Requirement to be satisfied with respect to such Subsidiary and with respect to any Equity Interest in or Indebtedness of such Subsidiary owned by or on behalf of any Loan Party;

(v) furnish to the Security Agent prompt written notice of any change (A) in any Loan Party's corporate or organization name, (B) in any Loan Party's identity or organizational structure, (C) in any Loan Party's organizational identification number, (D) in any Loan Party's jurisdiction of organization or (E) in the location of the chief executive office of any Loan Party that is not a registered organization; provided, that, subject to the Agreed Security Principles, the Borrower shall not effect or permit any such change unless all filings, to the extent applicable and required, have been made under the Uniform Commercial Code or its equivalent that are required in order for the Security Agent to continue at all times following such change to have a valid, legal and perfected security interest in all the Collateral in which a security interest may be perfected by such filing, for the benefit of the Secured Parties; and

(vi) within 30 days after the designation of any Wholly Owned Subsidiary as a Discretionary Guarantor by Parent (or such longer period as the Administrative Agent may agree in its reasonable discretion), (A) cause each such Discretionary Guarantor to duly execute and deliver to the Administrative Agent a guaranty or guaranty supplement, guaranteeing the Obligations and appropriate Collateral Documents (or amendments, supplements or joinders to appropriate Collateral Documents) and a debtor accession deed to the Intercreditor Agreement and (B) to the extent required by the applicable Collateral Documents (if not already so delivered) deliver certificates (or the foreign equivalent thereof, as applicable) representing the Pledged Equity Interests of each Loan Party held by the applicable Loan Party accompanied by undated stock powers or other appropriate instruments of transfer executed in blank; provided that any Excluded Property shall not be required to be pledged as Collateral.

(b) [Reserved].

(c) The Collateral and Guarantee Requirement and the other provisions of this Section 6.12 and the other Loan Documents with respect to Collateral need not be satisfied with respect to any Excluded Property.

(d) The Borrowers shall ensure that (i) each Restricted Subsidiary which is a guarantor of the Sustainable Revolving Credit Facility is also a Guarantor of the Obligations hereunder substantially concurrently with becoming a guarantor under the Sustainable Revolving Credit Facility; provided that, notwithstanding anything to the contrary in this Agreement or any Loan Document, no Excluded Tax Subsidiary shall be required to guarantee the Obligations of the U.S. Borrower and (ii) the Borrowers shall ensure that any collateral securing the Sustainable Revolving Credit Facility shall also be "Collateral" under this Agreement and the other Loan Documents securing the Obligations hereunder substantially concurrently with becoming collateral under the Sustainable Revolving Credit Facility; provided that, notwithstanding anything to the contrary in this Agreement or any Loan Document, no assets of an Excluded Tax Subsidiary shall be pledged to secure the Obligations of the U.S. Borrower.

Section 6.13 Compliance with Environmental Laws. Except, in each case, to the extent that the failure to do so would not reasonably be expected to have a Material Adverse Effect, comply, and make all commercially reasonable efforts to cause all lessees and other Persons operating or occupying its properties to comply with all Environmental Laws and Environmental Permits; obtain, maintain and renew all applicable Environmental Permits necessary for its operations and properties; and, to the extent required under Environmental Laws, conduct any investigation, mitigation, study, sampling and testing, and undertake any cleanup, removal or remedial, corrective or other action necessary to respond to and remove and clean up all known or suspected releases or threatened releases of Hazardous Materials at, in, on, under, to or from any currently or formerly owned or operated properties, in accordance with the requirements of all Environmental Laws; provided, however, that no Borrower or any Restricted Subsidiary or Parent shall be required to undertake any such investigation, mitigation, study, sampling, testing, cleanup, removal, remedial, corrective or other action to the extent that its obligation to do so is being contested in good faith and by proper proceedings and appropriate reserves are being maintained with respect to such circumstances in accordance with IFRS.

Section 6.14 Further Assurances. Promptly upon request by the Administrative Agent, the Security Agent or any Lender through the Administrative Agent, and subject to the limitations described in Section 6.12 and, solely with respect to Loan Parties not organized in the United States or assets not located in the United States, the Agreed Security Principles, (i) correct any material defect or error that may be discovered in any Loan Document or other document or instrument relating to any Collateral or in the execution, acknowledgment, filing or recordation thereof and (ii) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the Administrative Agent, the Security Agent or any Lender through the Administrative Agent, may reasonably require from time to time in order to grant, preserve, protect and continue the validity, perfection and priority of the security interests created or intended to be created by the Collateral Documents (except with respect to an Excluded Subsidiary or Excluded Property).

Section 6.15 Cash Management.

(a) From and after the date that is 30 days after the Closing Date (or such later date as the Required Lenders together with the Administrative Agent may approve), maintain at all times all cash and Cash Equivalents at Bank Accounts located in the United States or the Netherlands and maintained with depository banks that are lenders under the Sustainable Revolving Credit Facility or are otherwise reasonably satisfactory to the Required Lenders, and the Borrowers shall cause such Bank Accounts to satisfy the following requirements (such Bank Accounts, "Secured Bank Accounts"):

(i) all such Bank Accounts shall be subject to a first priority perfected Lien in favor of the Security Agent;

(ii) in the case of each Bank Account that is located in the United States, such Bank Account shall be subject to a Control Agreement;

(iii) in the case of each Bank Account that is located in the Netherlands, the depository bank at which such Bank Account is maintained shall have (A) acknowledged and consented to the Lien granted over such Bank Account pursuant to the applicable Collateral Document and (ii) agreed that, upon delivery by the Security Agent to such depository bank of a notice of exclusive control (or similar notice), the depository bank shall take instruction solely from the Security Agent with respect to such Bank Account and shall disregard any instruction given by any Loan Party in respect of such Bank Account; and

(iv) all such Bank Accounts shall be opened and maintained in the name of a Borrower.

(b) Notwithstanding anything in this Section 6.15 to the contrary, the covenants set forth in Section 6.15(a) shall not apply to:

(A) an aggregate amount of cash and/or Cash Equivalents at any time not exceeding $30,000,000 (or the foreign equivalent thereof); provided that such amount of cash and/or Cash Equivalents pursuant to this Section 6.15(b) shall be maintained at all times in (i) Daily Sweep Accounts, (ii) De Minimis Accounts, (iii) Excluded Accounts and/or (iv) any other Bank Accounts, in each case, maintained for operational purposes of the Swedish Borrower and its Subsidiaries in the ordinary course of business ((i) to (iv) together the "Exempt Accounts"); and

(B) subject to clause (c) below, cash and Cash Equivalents held by Restricted Subsidiaries incorporated in the People's Republic of China.

(c) The Borrowers shall ensure that the aggregate amount of cash and/or Cash Equivalents at any time maintained in Bank Accounts in the People's Republic of China shall not exceed the sum of (i) [***] and (ii) an amount equal to the sum of trapped cash held by Restricted Subsidiaries incorporated in the People's Republic of China to be applied solely towards the payment of costs incurred in connection with the closure and discontinuance of the Greater China Facility.

(d) From and after July 31, 2026, at the Swedish Borrower's request (which shall be no more frequently

than once every 6 months), the Required Lenders hereby agree to consider and negotiate in good faith an increase to the dollar cap specified in this Section 6.15(b) and Section 8.01(m) to an amount that the Required Lenders determine in their sole and absolute discretion reflects the business and profitability growth of the Swedish Borrower and its Restricted Subsidiaries since the Closing Date and its operational needs at such time.

Section 6.16 Post-Closing Undertakings. Within the time periods specified on Schedule 6.16 hereto (as each may be extended by the Administrative Agent in its reasonable discretion), provide such Collateral Documents and complete such undertakings as are set forth on Schedule 6.16 hereto.

Section 6.17 No Change in Line of Business. Continue to engage in substantially similar lines of business as those lines of business conducted by Parent, the Borrowers and the Restricted Subsidiaries of Parent on the date hereof including any business reasonably related, complementary, synergistic or ancillary thereto or reasonable extensions thereof.

Section 6.18 Transactions with Affiliates.

(a) Parent and the Borrowers will not, and will not permit their Restricted Subsidiaries to, directly or indirectly, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction or series of transactions, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of Parent, the Borrowers, or their Restricted Subsidiaries (each of the foregoing, an "Affiliate Transaction") involving aggregate consideration in excess of $1,000,000, unless such Affiliate Transaction is on terms that are not materially less favorable to Parent, the relevant Borrowers or the relevant Restricted Subsidiary than those that could have been obtained in a comparable transaction by Parent, the relevant Borrowers or such Restricted Subsidiary with an unrelated Person on an arm's length basis, as determined by a majority of the disinterested members of the board of directors (or equivalent governing body) of the Swedish Borrower.

(b) The provisions of Section 6.18(a) shall not apply to the following:

(1) (a) (x) transactions between or among the Loan Parties and (y) transactions between or among the Non-Loan Parties and (b) any merger, amalgamation or consolidation of the Borrowers; provided that such merger, amalgamation or consolidation is otherwise in compliance with the terms of this Agreement and effected for a bona fide business purpose;

(2) (a) Restricted Payments permitted by Section 7.05 (other than Section 7.05(13)) and (b) Permitted Investments;

(3) transactions in which the Borrowers or any Restricted Subsidiary, as the case may be, delivers to the Administrative Agent a letter from an Independent Financial Advisor stating that such transaction is fair to such Borrower or such Restricted Subsidiary from a financial point of view or meets the requirements of Section 6.18(a);

(4) payments, loans, advances or guarantees (or cancellation of loans, advances or guarantees) to future, present or former employees, officers, directors, managers, consultants or independent contractors for bona fide business purposes or in the ordinary course of business;

(5) any agreement or arrangement as in effect as of the Closing Date or as thereafter amended, supplemented or replaced (so long as such amendment, supplement or replacement agreement is not materially disadvantageous (as determined in good faith by the senior management of the Swedish Borrower) to the Lenders when taken as a whole as compared to the original agreement or arrangement as in effect on the Closing Date) or any transaction or payments contemplated thereby;

(6) customary management incentive payments in the ordinary course of business;

(7) the existence of, or the performance by the Borrowers or any of the Restricted Subsidiaries of Parent of their obligations under the terms of, any stockholders or similar agreement (including any registration rights agreement or purchase agreement related thereto) to which it is a party as of the Closing Date;

(8) transactions with customers, clients, suppliers or purchasers or sellers of goods or services, in each case, in the ordinary course of business and otherwise in compliance with the terms of this Agreement, which are fair to the Borrowers and the Restricted Subsidiaries of Parent or are on terms at least as favorable as might reasonably have been obtained at such time from an unaffiliated party (as determined in good faith by the senior management of the Swedish Borrower);

(9) any transaction effected as part of a Qualified Receivables Financing or Qualified Receivables Factoring;

(10) the sale, issuance or transfer of Equity Interests (other than Disqualified Stock) of a Borrower or any of its Restricted Subsidiaries;

(11) [reserved];

(12) any contribution to the capital of a Borrower or any of its Restricted Subsidiaries (other than Disqualified Stock) or any investments by a direct or indirect parent of a Borrower in Equity Interests (other than Disqualified Stock) of a Borrower or any of its Restricted Subsidiaries (and payment of reasonable out-of-pocket expenses incurred by a direct or indirect parent of a Borrower in connection therewith);

(13) [reserved];

(14) transactions between the Borrowers or any of the Restricted Subsidiaries of Parent and any Person that would constitute an Affiliate Transaction solely because such Person is a director or such Person has a director which is also a director of the Borrowers or any direct or indirect parent of the Borrowers; provided, however, that such director abstains from voting as a director of such Borrower or such direct or indirect parent of the Borrowers, as the case may be, on any matter involving such other Person;

(15) the entering into of any Tax sharing agreement or arrangement and any payments pursuant thereto, in each case to the extent permitted by clauses (12), (13)(a) or (13)(e) of the second paragraph under Section 7.05;

(16) transactions to effect the Transactions and the payment of all transaction, underwriting, commitment and other fees and expenses related to the Transactions;

(17) [reserved];

(18) the issuances of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, equity purchase agreements, stock options and stock ownership plans or similar employee benefit plans approved by the board of directors of the Borrowers or of a Restricted Subsidiary, as appropriate, in good faith;

(19) (i) any employment, consulting, service or termination agreement, or customary indemnification arrangements, entered into by the Borrowers or any of the Restricted Subsidiaries of Parent with current, former or future officers, directors, employees, managers, consultants and independent contractors of the Borrowers or any of the Restricted Subsidiaries of Parent (or of any direct or indirect parent of such Borrower to the extent such agreements or arrangements are in respect of services performed for such Borrower or any of the Restricted Subsidiaries), (ii) any subscription agreement or similar agreement pertaining to the repurchase of Equity Interests pursuant to put/call rights or similar rights with current, former or future officers, directors, employees, managers, consultants and independent contractors of the Borrowers or any of the Restricted Subsidiaries of Parent or of any direct or indirect parent of such Borrower and (iii) any payment of customary fees and reasonable out-of-pocket costs, compensation or other employee compensation, benefit plan or arrangement, any health, disability or similar insurance plan which covers future, present or former officers, directors, employees, managers, consultants and independent contractors of the

Borrowers or any of the Restricted Subsidiaries of Parent or any direct or indirect parent of such Borrower (including amounts paid pursuant to any management equity plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement, stock option or similar plans and any successor plan thereto and any supplemental executive retirement benefit plans or arrangements), in each case in the ordinary course of business or as otherwise approved in good faith by the board of directors of the Borrowers or of a Restricted Subsidiary or a direct or indirect parent of the Borrowers, as appropriate;

(20) investments by Affiliates of Parent in Indebtedness or Equity Interests of Parent, any Borrower or any of its Restricted Subsidiaries;

(21) the existence of, or the performance by the Borrowers or any of the other Restricted Subsidiaries of Parent of their obligations under the terms of, any registration rights agreement to which they are a party or become a party in the future;

(22) investments by a direct or indirect parent of the Borrowers in securities of the Borrowers or any Restricted Subsidiary (and payment of reasonable out-of-pocket expenses incurred by any direct or indirect parent of such Borrower in connection therewith);

(23) transactions with Joint Ventures for the purchase or sale of goods, equipment and services entered into in the ordinary course of business;

(24) [reserved];

(25) (i) intellectual property licenses and (ii) intercompany intellectual property licenses and research and development agreements in the ordinary course of business;

(26) transactions pursuant to, and complying with, Section 7.01 (to the extent such transaction complies with Section 6.18(a)) or Section 7.03 (other than Section 7.03(g));

(27) intercompany transactions undertaken in good faith for the purpose of improving the consolidated tax efficiency of the Borrowers and Restricted Subsidiaries of Parent and not for the purpose of circumventing any covenant set forth herein; provided that immediately after giving effect thereto, the security interest of the Security Agent for the benefit of the Secured Parties in the Collateral and the value of the Guarantees given by the Guarantors, taken as a whole, are not materially impaired;

(28) in respect of securities or loans of Parent or any of its Restricted Subsidiaries permitted under this Section 6.18 or that were acquired from Persons other than Parent and its Restricted Subsidiaries, in each case, in accordance with the terms of such securities or loans;

(29) payments to or from, and transactions with, Joint Ventures (to the extent any such Joint Venture is only an Affiliate as a result of Investments by Parent and the Restricted Subsidiaries in such Joint Venture) and non-wholly owned Subsidiaries in the ordinary course of business to the extent otherwise permitted under Section 7.05;

(30) [reserved];

(31) payments or loans (or cancellation of loans) or advances to employees, officers, directors, members of management or consultants (or the estates, executors, administrators, heirs, family members, legatees, distributes, spouse, former spouse, domestic partner or former domestic partner or any of the foregoing) of Parent, any direct or indirect parent companies or any of its Subsidiaries;

(32) the formation and maintenance of any consolidated group or subgroup for tax, accounting or cash pooling or management purposes in the ordinary course of business; and

(33) the issuance of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, stock option and stock ownership plans or similar employee benefit plans approved by the board of directors of Parent in good faith.

Section 6.19 COMI Regulation.

With respect to each Loan Party subject to the COMI Regulation or Equivalent COMI Regulation, without the consent of the Administrative Agent, not knowingly and deliberately change its "center of main interest" (as that term is used in Article 3(1) of the COMI Regulation or as that term or analogous term is used in any Equivalent COMI Regulation) from its jurisdiction of incorporation or cause it to have an "establishment" (as that term is used in Article 2 (10) of the COMI Regulation or as that term or analogous term is used in any Equivalent COMI Regulation) in any jurisdiction other than its jurisdiction of incorporation unless any proposed change of center of main interest to any other jurisdiction would not be materially adverse to the rights and remedies of the Administrative Agent, the Security Agent and the Lenders in respect of the Loan Documents (including in relation to the Liens on the Collateral granted by any such Loan Party or over the shares of such Loan Party).

Section 6.20 Lender Conference Calls.

(a) At the request of the Administrative Agent, but no more often than quarterly, at a time mutually agreed with the Administrative Agent after the delivery of the information required pursuant to Section 6.01(a) and 6.01(c) above, participate in a conference call for Lenders to discuss the financial condition and results of operations of the Borrowers and their Subsidiaries for the most recently-ended period for which financial statements or updates have been or were required to have been delivered.

(b) At the request of the Lead Lender, but no more frequently than monthly, calls between the Lead Lender, the Administrative Agent, Lenders and management to discuss such topics as the Lead Lender shall reasonably determine, which topics shall be provided to management of the Borrowers at least five Business Days in advance of such call.

Section 6.21 Anti-Cash Hoarding. If at any time the Group has cash and Cash Equivalents in excess of $50,000,000 and there are loans outstanding under the Sustainable Revolving Credit Facility Agreement, the Swedish Borrower shall promptly repay loans outstanding under the Sustainable Revolving Credit Facility Agreement in an amount equal to the lesser of (x) the amount of outstanding loans under the Sustainable Revolving Credit Facility Agreement or (y) the amount of such excess cash and Cash Equivalents in excess of $50,000,000.

Section 6.22 DFW and PB Facility Closure Costs. In the event that Parent or any of its Subsidiaries close and discontinue any or both of Peterborough Facility and the Dallas-Fort Worth Facility, the Loan Parties shall (i) commence a process to Dispose of all or a portion of the Peterborough Facility Assets and the Dallas-Fort Worth Facility Assets, as applicable, which Dispositions shall be made in accordance with clause (t) of the definition of "Asset Sale", and (ii) cause the Maximum DFW and PB Facility Closure Cash Outflow Amount to be not greater than (x) $50,000,000, at any time on or prior to August 31, 2025 and (y) $20,000,000, at any time thereafter.

Section 6.23 Maximum Greater China and Singapore Facility Closure Cash Outflow Amount. In the event that the Group closes and/or discontinues any or both of the Greater China Facility and the Singapore Facility, the Loan Parties shall (i) commence a process to Dispose of all or a portion of the Greater China Facility Assets and the Singapore Facility Assets, as applicable, which Dispositions shall be made in accordance with clause (z) of the definition of "Asset Sale", and (ii) ensure that the Maximum Greater China and Singapore Facility Closure Cash Outflow Amount shall not exceed $35,000,000 at any time.

ARTICLE VII.
Negative Covenants

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation (other than contingent indemnification obligations as to which no claim has been asserted) hereunder shall remain unpaid or unsatisfied:

Section 7.01 Indebtedness. Parent, Holdings and the Borrowers shall not, nor shall they permit any other Restricted Subsidiary to, directly or indirectly, create, incur, issue, assume, suffer to exist, guarantee or otherwise become directly or indirectly liable for, contingently or otherwise (collectively, "incur" and collectively, an "incurrence") any Indebtedness (including Acquired Indebtedness); provided however, that the Borrowers (but, for the avoidance of doubt, not any other Restricted Subsidiaries) may incur Indebtedness (including Acquired Indebtedness) (and the Loan Parties may guarantee such Indebtedness) that is either (x) unsecured or (y) secured on the Collateral by Liens ranking junior in Lien priority to the Liens securing the Obligations, in each case if either (1) in the case of any such Indebtedness that is unsecured, the Total Net Leverage Ratio, on a Pro Forma Basis does not exceed 3.50:1.00, or (2) in the case of any such Indebtedness that is secured on the Collateral by Liens ranking junior in Lien priority to the Liens securing the Obligations, the Senior Secured Net Leverage Ratio, on a Pro Forma Basis, does not exceed 2.50:1.00 ("Ratio Debt"), provided that any Ratio Debt (A) shall be subject to the Intercreditor Agreement at all times, (B) shall be subject to Section 2.14(d)(ii)(B) of this Agreement on the same basis as a "New Term Facility" as set forth therein, (C) be subject to Section 2.14(d)(iv) of this Agreement on the same basis as a "New Term Facility" as set forth therein, (D) shall rank pari passu in right of payment with, or be subordinated in right of payment to, the Term Facilities, not be Guaranteed by any Person that is not a Borrower or Guarantor under the Term Facilities, (E) shall be subject to Section 2.14(f)(iii) of this Agreement on the same basis as a "New Term Facility" as set forth therein and (F) to the extent secured, such Ratio Debt shall be secured only pursuant to clause (24) of the definition of "Permitted Liens".

The foregoing limitations will not apply to (collectively, "Permitted Debt"):

(a) (x) Indebtedness arising under the Loan Documents including any refinancing thereof in accordance with Section 2.18, (y) Indebtedness of the Loan Parties evidenced by Refinancing Notes and any Permitted Refinancing thereof (or successive Permitted Refinancings thereof) and (z) Indebtedness of the Loan Parties evidenced by Incremental Equivalent Debt and any Permitted Refinancing thereof (or successive Permitted Refinancings thereof);

(b) Indebtedness of Loan Parties arising under the Sustainable Revolving Credit Facility Agreement and any Permitted Refinancing thereof; provided that

(i) the aggregate outstanding principal amount (including in the determination of principal amount outstanding, amounts outstanding in respect of letters of credit, ancillary facilities and any incremental facilities incurred thereunder) of Indebtedness (and commitments therefor) permitted under this Section 7.01(b) shall not exceed (x) SEK 2,100,000,000 plus (y) at any time that Four Quarter Consolidated EBITDA is equal to or greater than $25,000,000, the greater of (A) $50,000,000 and (B) 50.0% of Four Quarter Consolidated EBITDA at any time,

(ii) from and after the Amendment No. 5 Effective Date, the aggregate outstanding principal amount of Indebtedness (excluding (x) amounts outstanding in respect of Ancillary Facilities (as such term is defined in the Sustainable Revolving Credit Facility Agreement) and (y) the aggregate amount of undrawn letters of credit) permitted under this Section 7.01(b) as of any date of determination shall not exceed the applicable amount set forth on Schedule 7.01(b) (the "RCF Draw-Stop Schedule");

(iii) such Indebtedness be subject to the Intercreditor Agreement, and

(iv) such Indebtedness shall be subject to Section 7.13;

(c) Indebtedness of Parent in respect of the Convertible Bonds so long as the Convertible Bonds constitute a Subordinated Financing up to an aggregate outstanding principal amount as of any date not to exceed $335,000,000 plus any capitalized or "paid-in-kind" interest accruing thereon, which Indebtedness shall be subject to the Intercreditor Agreement; provided that the Parent issues the 9.25% Convertible Senior PIK Notes due 2028 described in clause (iii) of the definition of "Convertible Bonds" (and receives the net cash proceeds thereof) on or before June 30, 2023 (or such later date as the Required Lenders may agree in their sole discretion);

(d) Indebtedness of the Loan Parties in the form of post-closing payment adjustments, earn out, contingent payment or similar obligations to which the seller may become entitled to the extent such payment is determined by a final closing balance sheet or such payment depends on the performance of such business after the closing or is otherwise contingent on the happening (or not happening) of a certain event or events; provided that, the aggregate amount of Indebtedness permitted under this Section 7.01(d), together with the aggregate amount of Indebtedness permitted under Section 7.01(h) shall not exceed the sum of (x) $10,000,000 in any fiscal year and (ii) $20,000,000 in the aggregate during the term of this Agreement, unless such Indebtedness (1) is subordinated to the Term Facility pursuant to the Intercreditor Agreement on terms satisfactory to the Required Lenders and (2) does not require cash payments, or have a maturity date occurring, prior to the date that is one hundred and eighty one (181) days after the Latest Maturity Date;

(e) Indebtedness of the Borrowers and the Restricted Subsidiaries of Parent existing on the Closing Date and set forth in Schedule 7.01 (other than Indebtedness described in clause (a) above);

(f) Indebtedness (including, without limitation, Capitalized Lease Obligations and mortgage financings as purchase money obligations) under this clause (f) incurred by the Borrowers or any of the Restricted Subsidiaries of Parent to finance all or any part of the purchase, lease, construction, installation, repair or improvement of property (real or personal), plant or equipment or other fixed or capital assets (whether through the direct purchase of assets or the Equity Interests of any Person owning such assets) and Indebtedness arising from the conversion of the obligations of the Borrowers or any Restricted Subsidiary under or pursuant to any "synthetic lease" transactions to on-balance sheet Indebtedness of Parent, any Borrower or such Restricted Subsidiary, in an aggregate outstanding principal amount or liquidation preference, including all Indebtedness incurred and outstanding to renew, refund, refinance, replace, defease or discharge any Indebtedness Incurred pursuant to this clause (f), not to exceed the greater of (x) $5,000,000 and (y) 20.0% of Four Quarter Consolidated EBITDA then outstanding, in each case determined at the time of incurrence or issuance thereof, *plus*, in the case of any refinancing of any Indebtedness permitted under this clause (f) or any portion thereof, the aggregate amount of fees, underwriting discounts, accrued and unpaid interest, premiums and other costs and expenses incurred in connection with such refinancing;

(g) Indebtedness incurred by the Borrowers or any of the Restricted Subsidiaries of Parent constituting reimbursement obligations with respect to letters of credit or bank guarantees or other similar documentary credits and similar instruments issued in the ordinary course of business, including, without limitation, (i) letters of credit or performance or surety bonds in respect of workers' compensation claims, health, disability or other employee benefits (whether current or former) or property, casualty or liability insurance or self-insurance, or other Indebtedness with respect to reimbursement-type obligations regarding workers' compensation claims, health, disability or other employee benefits (whether current or former) or property, casualty or liability insurance and (ii) guarantees of Indebtedness incurred by customers in connection with the purchase or other acquisition of equipment or supplies in the ordinary course of business;

(h) Indebtedness arising from agreements of the Borrowers or its Restricted Subsidiaries providing for indemnification, earn-outs, adjustment of purchase or acquisition price or similar obligations, in each case, Incurred in connection with the acquisition or disposition of any business, assets or a Subsidiary of Parent in accordance with this Agreement, other than guarantees of Indebtedness incurred by any Person acquiring all or any portion of such business, assets or Subsidiary for the purpose of financing such acquisition; provided that, the aggregate amount of Indebtedness permitted under this Section 7.01(h), together with the aggregate amount of Indebtedness permitted under Section 7.01(d) shall not exceed the sum of (x) $10,000,000 in any fiscal year and (ii) $20,000,000 in the aggregate during the term of this Agreement, unless such Indebtedness (1) is subordinated to the Term Facility pursuant to the Intercreditor Agreement on terms satisfactory to the Required Lenders and (2) does not require cash payments, or have a maturity date occurring, prior to the date that is one hundred and eighty one (181) days after the Latest Maturity Date;

(i) Indebtedness of the Borrowers to a Restricted Subsidiary (which Indebtedness shall be unsecured or shall be secured by a Lien that is junior to the Liens securing the Obligations); provided that any such Indebtedness shall be permitted pursuant to this clause (i) only if it is subject to the Intercreditor Agreement if so required by the terms of the Intercreditor Agreement;

(j) shares of Preferred Stock of a Restricted Subsidiary issued to the Borrowers or another Loan Party; provided that any subsequent issuance or transfer of any Capital Stock or any other event that results in any Loan Party that holds such shares of Preferred Stock of another Restricted Subsidiary ceasing to be a Loan Party or any other subsequent transfer of any such shares of Preferred Stock (except to the Borrowers or another Loan Party) shall be deemed, in each case, to be an issuance of shares of Preferred Stock not permitted by this clause (j);

(k) Indebtedness of a Restricted Subsidiary or the Borrowers owing to the Borrowers or another Restricted Subsidiary (which Indebtedness shall be unsecured or shall be secured by a Lien that is junior to the Liens securing the Obligations); provided that any such Indebtedness (i) owed to a Loan Party by a non-Loan Party shall be permitted pursuant to this clause (k) only if it is also permitted by Section 7.05 and (ii) shall be permitted pursuant to this clause (k) only if it is subject to the Intercreditor Agreement if so required by the terms of the Intercreditor Agreement;

(l) Swap Contracts and cash management services incurred, other than for speculative purposes;

(m) obligations (including reimbursement obligations with respect to letters of credit or bank guarantees or other similar documentary credits and similar instruments) in respect of customs, self-insurance, performance, bid, appeal and surety bonds and completion guarantees and similar obligations provided by the Borrowers or any Restricted Subsidiary;

(n) Indebtedness of the Borrowers or any of the Restricted Subsidiaries of Parent in an aggregate principal amount or liquidation preference that, when aggregated with the principal amount or liquidation preference of all other Indebtedness then outstanding and Incurred pursuant to this clause (n), does not exceed the greater of (x) $10,000,000 and (y) 10.0% of Four Quarter Consolidated EBITDA then outstanding, in each case determined at the time of incurrence or issuance thereof, *plus*, in the case of any refinancing of any Indebtedness permitted under this clause (n) or any portion thereof, the aggregate amount of fees, underwriting discounts, accrued and unpaid interest, premiums and other costs and expenses incurred in connection with such refinancing; provided that the aggregate amount of all Indebtedness of the type described in this clause (n) incurred or assumed by Non-Loan Parties at any time shall not exceed the greater of (x) $5,000,000 and (y) 5.0% of Four Quarter Consolidated EBITDA at such time;

(o) any guarantee by the Borrowers or a Restricted Subsidiary of Indebtedness or other obligations of the Borrowers or any of the Restricted Subsidiaries of Parent so long as the incurrence of such Indebtedness or other obligations by the Borrowers or such Restricted Subsidiary is permitted under the terms of this Agreement; provided that any such guaranty by a Non-Loan Party or by a Loan Party of Indebtedness or other obligations of a non-Loan Party shall in each case be permitted pursuant to this clause (o) only if it is also permitted by Section 7.05;

(p) the incurrence by the Borrowers or any of the Restricted Subsidiaries of Parent of Indebtedness that serves to refund, refinance, replace, redeem, repurchase, retire or defease, and is in an aggregate principal amount (or if issued with original issue discount an aggregate issue price) that is equal to or less than, Indebtedness incurred as Ratio Debt or permitted under clause (c), clause (e), this clause (p), clause (q) or clause (t) of this Section 7.01 or subclause (y) of clauses (f), (n), (v) or (cc) of this Section 7.01 (provided that any amounts incurred under this clause (p) as Refinancing Indebtedness shall reduce the amount available under such clause so long as such Refinancing Indebtedness remains outstanding or any Indebtedness Incurred to so refund, replace, refinance, redeem, repurchase, retire or defease such Indebtedness remains outstanding), plus any additional Indebtedness incurred to pay unpaid accrued interest and the aggregate amount of premiums (including reasonable tender premiums), and underwriting discounts, defeasance costs and fees and expenses in connection therewith (subject to the following proviso, "Refinancing Indebtedness"); provided, however, that such Refinancing Indebtedness:

(1) has a maturity date that is not prior to the date that is the scheduled Maturity Date of the Indebtedness being refunded, refinanced, replaced, redeemed, repurchased or retired and has a Weighted Average Life to Maturity at the time such Refinancing Indebtedness is incurred that is not less than the remaining Weighted Average Life to Maturity of the Indebtedness being refunded, refinanced, replaced, redeemed, repurchased or retired (which, in the case of Extendable Bridge Loans, shall be determined by reference to the notes or loans into which such Extendable Bridge Loans are converted or for which such Extendable Bridge Loans are exchanged at maturity, and other customary offers to repurchase or mandatory prepayments upon a change of control, asset sale or event of loss and customary acceleration rights after an event of default) unless the Lenders are also offered by the Borrowers the same

amortization amounts for the corresponding year (provided that each Lender will be deemed to have accepted such offer unless such Lender notifies the Administrative Agent that it has rejected such offer by 11 a.m. five (5) Business Days (or such longer period which the Swedish Borrower agrees) after the date of such offer; provided, that Refinancing Indebtedness in the form of Extendable Bridge Loans may have a Weighted Average Life to Maturity shorter than the then longest remaining Weighted Average Life to Maturity of the Indebtedness being refunded, refinanced, replaced, redeemed, repurchased or retired;

(2) if the Indebtedness being refunded, refinanced, replaced, redeemed, repurchased or retired is (i) unsecured, unless otherwise permitted under Section 7.02 (other than by reference to this clause (p)), such Refinancing Indebtedness is unsecured, (ii) if secured by Liens on the Collateral, unless otherwise permitted under Section 7.02 (other than by reference to this clause (p)), such Refinancing Indebtedness is secured to the same (or a lesser) extent, including with respect to any subordination provisions and (iii) subject to the Intercreditor Agreement, such Refinancing Indebtedness is subject to the Intercreditor Agreement;

(3) to the extent that such Refinancing Indebtedness refinances (i) Subordinated Indebtedness, such Refinancing Indebtedness is Subordinated Indebtedness or (ii) Disqualified Stock or Preferred Stock, such Refinancing Indebtedness is Disqualified Stock or Preferred Stock, respectively; and

(4) shall not include (x) Indebtedness of a Non-Loan Party that refinances Indebtedness of a Borrower or a Guarantor and (y) guarantees of Indebtedness by a Subsidiary that was not (or was not permitted to be) a guarantor in respect of the Indebtedness being refinanced;

(q) Indebtedness (1) of the Borrowers incurred in connection with an acquisition of any assets (including Capital Stock), business or Person or any similar Investment (and any guarantee thereof by a Loan Party), (2) of any Person that is acquired by the Borrowers or merged into or consolidated or amalgamated with the Borrowers in accordance with the terms of this Agreement (which shall not have been issued or incurred in contemplation of such acquisition or merger) and (3) assumed by the Borrowers in connection with an acquisition of any assets (which shall not have been issued or incurred in anticipation of such acquisition), in each case, that is either (x) unsecured or (y) secured on the Collateral by Liens ranking junior in Lien priority to the Liens securing the Obligations, provided that, any such Indebtedness (A) shall be subject to the Intercreditor Agreement at all times, (B) shall be subject to Section 2.14(d)(ii)(B) of this Agreement on the same basis as a "New Term Facility" as set forth therein, (C) shall be subject to Section 2.14(d)(iv) of this Agreement on the same basis as a "New Term Facility" as set forth therein, (D) shall rank pari passu in right of payment with, or be subordinated in right of payment to, the Term Facilities, not be Guaranteed by any Person that is not a Borrower or Guarantor under the Term Facilities, and (E) after giving effect to such acquisition, merger, consolidation or amalgamation and the incurrence of such Indebtedness ("Ratio Acquisition Debt"), either:

(i) in the case of Ratio Acquisition Debt that is referred to in clauses (1), (2) or (3) above that is (x) unsecured or (y) secured solely by the acquired assets or by assets of the acquired Person and its acquired subsidiaries and not guaranteed by any Person other than the acquired Person and its acquired subsidiaries, the Total Net Leverage Ratio, on a Pro Forma Basis does not exceed 3.50:1.00; or

(ii) in the case of Ratio Acquisition Debt that is secured by the Collateral on a junior basis with the applicable Term Loans, the Senior Secured Net Leverage Ratio, on a Pro Forma Basis, does not exceed 2.50:1.00;

(r) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business;

(s) Indebtedness of the Borrowers or any Restricted Subsidiary supported by a letter of credit, bank guarantee or other similar documentary credits or similar instruments issued pursuant to any credit facility permitted hereunder, so long as such letter of credit, bank guarantee or other similar documentary credits or similar instrument has not been terminated and is in a principal amount not in excess of the stated amount of such letter of credit, bank guarantee or other similar documentary credit or similar instrument;

(t) Contribution Indebtedness;

(u) Indebtedness of the Borrowers or any Restricted Subsidiary consisting of (x) the financing of insurance premiums or (y) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(v) Indebtedness incurred under Local Facilities in an aggregate principal amount not to exceed [***];

(w) Unsecured Indebtedness consisting of New Company Injections;

(x) Indebtedness incurred in a Qualified Receivables Financing or Qualified Receivables Factoring in an aggregate principal amount outstanding not to exceed $5,000,000, and, to the extent constituting Indebtedness, Standard Securitization Undertakings pursuant to a Qualified Receivables Factoring or Qualified Receivables Financing.

(y) Indebtedness incurred in the ordinary course of business by the Borrowers and the Restricted Subsidiaries in connection with ordinary banking arrangements, including cash management, cash pooling arrangements and related activities to manage cash balances of the Borrowers and the Restricted Subsidiaries of Parent including treasury, depository, overdraft, credit, purchasing or debit card, electronic funds transfer and other cash management arrangements and Indebtedness in respect of netting services, overdraft protection, credit card programs, automatic clearinghouse arrangements and similar arrangements;

(z) Indebtedness consisting of Indebtedness issued by the Borrowers or any Restricted Subsidiary to future, current or former officers, directors, managers, employees, consultants and independent contractors thereof or any direct or indirect parent thereof, their respective estates, heirs, family members, spouses or former spouses, in each case to finance the purchase or redemption of Equity Interests of the Borrowers or any direct or indirect parent of the Borrowers to the extent permitted under Section 7.05;

(aa) customer deposits and advance payments received in the ordinary course of business from customers for goods purchased in the ordinary course of business;

(bb) Indebtedness Incurred by the Borrowers or a Restricted Subsidiary in connection with bankers' acceptances, discounted bills of exchange, warehouse receipts or similar facilities or the discounting or factoring of receivables for credit management purposes, in each case incurred or undertaken in the ordinary course of business;

(cc) [reserved];

(dd) (i) guarantees incurred in the ordinary course of business in respect of obligations to suppliers, customers, franchisees, lessors, licensees, sub-licensees and distribution partners; (ii) unsecured Indebtedness of the Borrowers and/or any Restricted Subsidiary in connection with customer financing arrangements for software licenses or similar supply agreements entered into in the ordinary course of business and (iii) unsecured Indebtedness Incurred by the Borrowers or a Restricted Subsidiary as a result of leases (other than capitalized leases) entered into by the Borrowers or such Restricted Subsidiary in the ordinary course of business;

(ee) the incurrence by the Borrowers or any Restricted Subsidiary of Indebtedness incurred on behalf, or representing guarantees of Indebtedness incurred by, Joint Ventures; provided that the aggregate principal amount of Indebtedness incurred or guaranteed pursuant to this clause (ee) does not at the time of incurrence of such Indebtedness exceed 10.0% of Four Quarter Consolidated EBITDA then outstanding at the time of such incurrence, *plus*, in the case of any refinancing of any Indebtedness permitted under this clause (ee) or any portion thereof, the aggregate amount of fees, underwriting discounts, accrued and unpaid interest, premiums and other costs and expenses incurred in connection with such refinancing;

(ff) Indebtedness of the Borrowers or a Restricted Subsidiary incurred to finance or assumed in connection with an acquisition of any assets (including Capital Stock), business or Person in an aggregate principal amount or liquidation preference that does not exceed 20.0% of Four Quarter Consolidated EBITDA then outstanding at the time of such incurrence or assumption, *plus*, in the case of any refinancing of any Indebtedness permitted under this clause (ff) or any portion thereof, the aggregate amount of fees, underwriting discounts, accrued and unpaid

interest, premiums and other costs and expenses incurred in connection with such refinancing; provided, that the aggregate principal amount of Indebtedness incurred or assumed pursuant to this clause (ff) by Restricted Subsidiaries that are not Loan Parties then outstanding at the time of such incurrence or assumption on a Pro Forma Basis shall not exceed 10.0% of Four Quarter Consolidated EBITDA;

(gg) Indebtedness consisting of obligations of the Borrowers or any Restricted Subsidiary under deferred compensation or other similar arrangements incurred by such Person in connection with any Permitted Investment or any Restricted Investment permitted pursuant to Section 7.05;

(hh) unfunded pension fund and other employee benefit plan obligations and liabilities to the extent that they are permitted to remain unfunded under applicable law;

(ii) [reserved];

(jj) [***];

(kk) Indebtedness in respect of export credit agency financing in an aggregate principal amount not to exceed [***]; provided that such Indebtedness shall not be incurred or guaranteed by any Person other than a Loan Party and shall not be secured by any assets other than Collateral;

(ll) Indebtedness arising under a bank guarantee, surety (*Bürgschaft*) or any other instrument issued by a bank or financial institution upon request of a member of the Group in order to comply with the requirement of section 8a of the German Act on Partial Retirement (*Altersteilzeitgesetz*) or of section 7e of the German Social Security Code Part IV (*Sozialgesetzbuch IV*); and

(mm) any guarantee given in order to comply with the requirement of section 8a of the German Act on Partial Retirement (*Altersteilzeitgesetz*) or of section 7e of the German Social Security Code Part IV (*Sozialgesetzbuch IV*).

(nn) any joint and several liability arising as a result of the existence of a fiscal unity (*fiscale eenheid*) for Dutch tax purposes; and

(oo) any Indebtedness arising under guarantees entered into pursuant to Section 2:403 of the Dutch Civil Code in respect of a Dutch Subsidiary and any residual liability with respect to such guarantees arising under Section 2:404 of the Dutch Civil Code.

For purposes of determining compliance with this covenant, in the event that an item of Indebtedness (or any portion thereof) meets the criteria of more than one of the categories of Permitted Debt or is entitled to be incurred or issued as Ratio Debt, the Swedish Borrower may, in its sole discretion, at the time of incurrence or issuance, divide or classify such item of Indebtedness (or any portion thereof) in any manner that complies with this covenant (to the extent the Borrowers or such Restricted Subsidiary is able to Incur any Liens related thereto as Permitted Liens after such classification), but may not later divide and/or reclassify any such item of Indebtedness (or any portion thereof). Accrual of interest or dividends, the accretion of accreted value, the accretion or amortization of original issue discount, the payment of interest or dividends in the form of additional Indebtedness with the same terms, the payment of dividends on Disqualified Stock or Preferred Stock in the form of additional shares of Disqualified Stock or Preferred Stock of the same class, the accretion of liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies will not be deemed to be an incurrence of Indebtedness for purposes of this covenant or Section 7.02. Guarantees of, or obligations in respect of letters of credit relating to, Indebtedness that are otherwise included in the determination of a particular amount of Indebtedness shall not be included in the determination of such amount of Indebtedness; provided that the incurrence of the Indebtedness represented by such guarantee or letter of credit, as the case may be, was in compliance with this covenant.

For purposes of determining compliance with any Dollar-denominated restriction on the incurrence of Indebtedness, the Dollar -equivalent principal amount of Indebtedness denominated in a foreign currency shall be

calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term debt, or first committed or first incurred (whichever yields the lower Dollar-equivalent), in the case of revolving credit debt; provided that if such Indebtedness is incurred to refinance other Indebtedness denominated in a foreign currency, and such refinancing would cause the applicable Dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such Dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such Refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced (plus unpaid accrued interest and the aggregate amount of premiums (including tender premiums) and underwriting discounts, defeasance costs and fees, discounts and expenses in connection therewith).

The principal amount of any Indebtedness incurred to refinance other Indebtedness if incurred or issued in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such respective Indebtedness is denominated that is in effect on the date of such refinancing.

Any event or circumstance that results in the Convertible Bonds ceasing to qualify as a Subordinated Financing shall constitute an incurrence of the Indebtedness under the Convertible Bonds by the Parent (and the Convertible Bonds shall cease to be disregarded from the Total Net Leverage Ratio and the Fixed Charge Coverage Ratio calculations as set forth in Section 1.12(d)).

Notwithstanding anything in this Section 7.01, the aggregate amount of all Indebtedness of the type described in Sections 7.01(n), 7.01(q) and 7.01(ff) incurred or assumed by Non-Loan Parties at any time shall not exceed 10.0% of Four Quarter Consolidated EBITDA at such time.

Section 7.02 Limitations on Liens. Parent, Holdings and the Borrowers shall not, nor shall they permit any other Restricted Subsidiary to, directly or indirectly, create, incur, assume or permit to exist any Lien on or with respect to any property or asset of any kind (including any document or instrument in respect of goods or accounts receivable) of Parent, Holdings, the Borrowers or any other Restricted Subsidiary, whether now owned or hereafter acquired or licensed, or any income, profits or royalties therefrom, except for Permitted Liens.

Section 7.03 Fundamental Changes. Parent, Holdings and the Borrowers shall not, nor shall they permit any other Restricted Subsidiary to, directly or indirectly merge, dissolve, liquidate, amalgamate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that (other than in the case of clause (c) below), so long as no Event of Default would result therefrom:

(a) Any Restricted Subsidiary (other than Holdings or any Borrower) may merge, amalgamate or consolidate with (i) a Borrower (including by a merger); provided that such Borrower shall be the continuing or surviving Person or (ii) any one or more other Restricted Subsidiaries (other than Holdings or a Borrower); provided that (A) the continuing or surviving Person shall have complied with the requirements of Section 6.12, (B) such merger, amalgamation or consolidation shall be deemed to constitute an Investment and must be a Permitted Investment or a Restricted Investment permitted under Section 7.05 and (C) to the extent constituting a Disposition, such Disposition must not be prohibited hereunder;

(b) (i) any Restricted Subsidiary that is not a Loan Party may merge, amalgamate or consolidate with or into any other Restricted Subsidiary that is not a Loan Party and (ii) any Restricted Subsidiary (other than Holdings or the Swedish Borrower) may liquidate or dissolve, and any Borrower (other than the Swedish Borrower) or any Restricted Subsidiary (other than Holdings or the Swedish Borrower) may (if the validity, perfection and priority of the Liens securing the Obligations is not adversely affected thereby) change its legal form if such Borrower or Restricted Subsidiary determines in good faith that such action is in the best interest of such Borrower or Restricted Subsidiary and is not disadvantageous to the Lenders in any material respect (it being understood that in the case of any dissolution of a Restricted Subsidiary that is a Guarantor, such Subsidiary shall at or before the time of such dissolution transfer its assets to another Restricted Subsidiary that is a Guarantor in the same jurisdiction or a different jurisdiction reasonably satisfactory to the Administrative Agent together with the Required Lenders unless such Disposition of assets otherwise is permitted hereunder; and in the case of any change in legal form, a Restricted

Subsidiary that is a Guarantor will remain a Guarantor unless such Guarantor is otherwise permitted to cease being a Guarantor hereunder);

(c) any Restricted Subsidiary (other than Holdings or any Borrower) may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to the Borrowers or to any Restricted Subsidiary (other than Holdings); provided that such Disposition shall be deemed to constitute an Investment and must be permitted under Section 7.05;

(d) any Restricted Subsidiary (other than Holdings or any Borrower) may merge, amalgamate or consolidate with, or dissolve into, any other Person in order to effect any Permitted Investment or Restricted Investment permitted under Section 7.05; provided that (i) the continuing or surviving Person shall, to the extent subject to the terms hereof, have complied with the requirements of Section 6.12 (and such Restricted Subsidiary is a Subsidiary Guarantor, the continuing or surviving Person shall be a Subsidiary Guarantor), (ii) such Investment must be a Permitted Investment or Restricted Investment permitted under Section 7.05, (iii) to the extent constituting a Disposition, such Disposition must be permitted hereunder and (iv) in any merger, amalgamation or consolidation with Parent, Parent shall be the continuing or surviving person; and

(e) any Restricted Subsidiary (other than Holdings or any Borrower) may merge, dissolve, liquidate, amalgamate, consolidate with or into another Person in order to effect a Disposition permitted pursuant to Section 7.04 (other than Dispositions permitted by this Section 7.03).

Section 7.04 Asset Sales. Parent, Holdings, and the Borrowers shall not, nor shall they permit any other Restricted Subsidiary to, directly or indirectly cause or make an Asset Sale, unless:

(1) any Borrower or any of the Restricted Subsidiaries of Parent, as the case may be, receives consideration (including by way of relief from, or by any other person assuming responsibility for, any liabilities, contingent or otherwise) at the time of such Asset Sale at least equal to the Fair Market Value (as determined at the time of contractually agreeing to such Asset Sale) of the assets sold or otherwise disposed of; and

(2) at least 75% of the consideration therefor received by the Borrowers or such Restricted Subsidiary, as the case may be, is in the form of cash or Cash Equivalents; provided, that the amount of the following shall be deemed to be Cash Equivalents for the purposes of this clause (2):

(a) [reserved];

(b) any notes or other obligations or other securities or assets received by the Borrowers or such Restricted Subsidiary from such transferee that are converted by the Borrowers or such Restricted Subsidiary into cash or Cash Equivalents, or by their terms are required to be satisfied for cash or Cash Equivalents (to the extent of the cash or Cash Equivalents received) within 180 days of the receipt thereof; and

(c) any Designated Non-Cash Consideration received by the Borrowers or any of the Restricted Subsidiaries of Parent in such Asset Sale having an aggregate Fair Market Value, taken together with all other Designated Non-Cash Consideration received pursuant to this clause (c) that is at that time outstanding, not to exceed the greater of (x) $7,500,000 and (y) 10.0% of Four Quarter Consolidated EBITDA, calculated at the time of the receipt of such Designated Non-Cash Consideration (with the Fair Market Value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value); and

(3) (x) there is no Event of Default as of the date the definitive agreement for such Asset Sale is entered into and (y) there is no Specified Event of Default at the time of consummation of such Asset Sale; and

(4) such Asset Sale does not constitute, directly or indirectly (x) the merger, dissolution, liquidation, amalgamation, consolidation with or into another Person, or Disposition of (whether in one transaction or in a series of transactions) all or substantially all of the assets (whether now owned or hereafter acquired) of the Loan Parties or (y) a Factoring Transaction, Receivables Financing, receivables securitization, or a Sale/Leaseback Transaction; and

(5) so long as the Total Net Leverage Ratio, on a Pro Forma Basis, exceeds 3.50:1.00, the aggregate amount of Asset Sales made pursuant this paragraph shall not exceed $10,000,000 in any fiscal year.

Within twelve (12) months after the Borrowers' or any Restricted Subsidiary's receipt of the Net Cash Proceeds of any Asset Sale, the Borrowers or such Restricted Subsidiary shall apply an amount equal to the Net Cash Proceeds from such Asset Sale, at its option:

(a) to prepay Loans and other pari lien Permitted Debt in accordance with Section 2.05(b)(ii).

(b) to make an investment in any one or more businesses, assets (other than working capital assets), or property or capital expenditures, in each case used or useful in a Similar Business; provided that if such investment is in the form of the acquisition of Capital Stock of a Person, such acquisition results in such Person becoming a Restricted Subsidiary;

(c) to make an investment in any one or more businesses, properties or assets that replace the businesses, properties and/or assets that are the subject of such Asset Sale; provided that if such investment is in the form of the acquisition of Capital Stock of a Person, such acquisition results in such Person becoming a Restricted Subsidiary; or

(d) any combination of the foregoing;

provided that (x) so long as the Total Net Leverage Ratio, on a Pro Forma Basis, exceeds 3.50:1.00, the aggregate amount of investments made pursuant to clauses (b), (c) and (d) of this paragraph shall not exceed $25,000,000 since the Closing Date, and (y) the Borrowers and the Restricted Subsidiaries of Parent will be deemed to have complied with the provisions described in clause (b) or (c) of this paragraph if and to the extent that within twelve (12) months after the Asset Sale that generated the Net Cash Proceeds, the Borrowers or such Restricted Subsidiary, as applicable, has entered into and not abandoned or rejected a binding agreement to make an investment in compliance with the provision described in clause (b) and/or (c) of this paragraph, and that investment is thereafter completed within 180 days after the end of such twelve (12) month period.

Section 7.05 Restricted Payments. Parent, Holdings and the Borrowers shall not, nor shall they permit any other Restricted Subsidiary to, directly or indirectly:

(1) declare or pay any dividend or make any payment or distribution on account of the Parent's, Holdings', the Borrowers' or any of the other Restricted Subsidiaries of Parent's Equity Interests, including any payment made on account of such Equity Interests in connection with any merger or consolidation involving any Borrower (other than (A) dividends or distributions by such Borrower or a Restricted Subsidiary payable solely in Equity Interests (other than Disqualified Stock) of the applicable Borrower or Restricted Subsidiary; or (B) dividends or distributions by any Restricted Subsidiary of the Borrowers so long as, (x) in the case of any dividend or distribution payable on or in respect of any class or series of securities issued by a Restricted Subsidiary of the Borrowers other than a Wholly Owned Restricted Subsidiary of the Borrowers, the Borrowers or a Restricted Subsidiary of the Borrowers receives at least its pro rata share of such dividend or distribution in accordance with its Equity Interests in such class or series of securities) or (y) in the case solely of a German Subsidiary, such dividends or distributions are required by mandatory German law);

(2) purchase, redeem, defease or otherwise acquire or retire for value any Equity Interests of Parent, Holdings, any Borrower or any Restricted Subsidiary or any direct or indirect parent of any Borrower, including in connection with any merger or consolidation;

(3) make any principal payment on, or redeem, repurchase, defease or otherwise acquire or retire for value, in each case, prior to any scheduled repayment, sinking fund payment or maturity, any Subordinated Indebtedness, Indebtedness for borrowed money that is secured by a Lien on the Collateral on a junior basis to the Liens securing the Obligations or unsecured Indebtedness for borrowed money of Parent, Holdings, any Borrower or any Restricted Subsidiary ("Junior Financing"); or

(4) make any Restricted Investment;

(all such payments and other actions set forth in clauses (1) through (4) above being collectively referred to as "Restricted Payments"), unless, at the time of such Restricted Payment:

(a) [reserved];

(b) (i) no Event of Default shall have occurred and be continuing, (ii) solely in the case of a transaction in reliance on clause (c)(ii) below, immediately after giving effect to such transaction, on a Pro Forma Basis, the Fixed Charge Coverage Ratio of Parent and its Restricted Subsidiaries (on a consolidated basis) is not less than 2.00:1.00 and (iii) other than in the case of a Restricted Investments, the Borrowers shall be in compliance with the Liquidity Condition on a Pro Forma Basis; and

(c) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Borrowers and the Restricted Subsidiaries of Parent after the Closing Date (including Restricted Payments permitted by clause (1) of the next succeeding paragraph, but excluding all other Restricted Payments permitted by the next succeeding paragraph), is less than the sum of, without duplication,

(i) [reserved], *plus*

(ii) Cumulative Retained Excess Cash Flow Amount, *plus*

(iii) 100% of the aggregate net cash proceeds received by a Borrower or a Subsidiary Guarantor after the Closing Date from the issuance or sale of Equity Interests of Parent (other than Excluded Equity), including such Equity Interests issued upon exercise of warrants or options, *plus*

(iv) 100% of the aggregate amount of contributions to the capital of Parent, and contributed to a Borrower or a Subsidiary Guarantor, received in cash after the Closing Date (other than Excluded Equity), *plus*

(v) the principal amount of any Indebtedness, or the liquidation preference or maximum fixed repurchase price, as the case may be, of any Disqualified Stock issued after the Closing Date, in each case, of the Borrowers or any Restricted Subsidiary of Parent (other than Indebtedness issued to a Restricted Subsidiary or an employee stock ownership plan or trust established by the Borrowers or any Restricted Subsidiary (other than to the extent such employee stock ownership plan or trust has been funded by the Borrowers or any Restricted Subsidiary)) that, in each case, has been converted into or exchanged (whether or not such conversion or exchange is actual or deemed) for Equity Interests in Parent or any direct or indirect parent of Parent (other than Excluded Equity); provided that in no event shall the conversion or exchange of any Convertible Bonds increase this clause (c) or be included in this sub-clause (v), *plus*

(vi) 100% of the aggregate amount received by the Borrowers or any Restricted Subsidiary in cash and the Fair Market Value of assets (other than cash) received by the Borrowers or any Restricted Subsidiary from the sale or other disposition (other than to Parent or a Restricted Subsidiary of Parent) of Restricted Investments made by the Borrowers and the Restricted Subsidiaries of Parent and from repurchases and redemptions of such Restricted Investments from the Borrowers and the Restricted Subsidiaries of Parent by any Person (other than Parent or any of the Restricted Subsidiaries of Parent) and from repayments of loans or advances that constituted Restricted Investments in each case to the extent such Restricted Investment was made using this paragraph and not the next succeeding paragraph (but not exceeding the amount of the original Investment), *plus*

(vii) [reserved], *plus*

(viii) the aggregate amount of Declined Amounts since the Closing Date.

This Section 7.05 will not prohibit:

(1) the payment of any dividend or distribution or consummation of any redemption within 60 days after the date of declaration thereof or the giving of a redemption notice related thereto, if at the date of declaration or notice such payment would have complied with the provisions of this Agreement;

(2)

(a) the redemption, repurchase, retirement or other acquisition of any Equity Interests ("Retired Capital Stock") of Parent, or Junior Financing of Parent, Holdings, the Borrowers or any Restricted Subsidiary, in exchange for, or out of the cash proceeds of the issuance or sale of, Equity Interests of Parent or contributions to the equity capital of Parent (other than Excluded Equity) (collectively, including any such contributions, "Refunding Capital Stock"); and

(b) the declaration and payment of accrued dividends on the Retired Capital Stock out of the proceeds of the issuance or sale (other than to a Restricted Subsidiary of Parent or to an employee stock ownership plan or any trust established by the Borrowers or any of the Restricted Subsidiaries of Parent) of Refunding Capital Stock; and

(3) the prepayment, redemption, defeasance, repurchase or other acquisition or retirement of Junior Financing of Parent, Holdings, the Borrowers or any Restricted Subsidiary made by exchange for, or out of the proceeds of (i) the Incurrence of Refinancing Indebtedness in respect thereof or (ii) the sale of any Equity Interest of Parent or (without duplication) capital contributions to Parent (other than Excluded Equity);

(4) the purchase, retirement, redemption or other acquisition for value of Equity Interests (including related stock appreciation rights or similar securities) of Parent held directly or indirectly by any future, present or former employee, officer, director, manager, consultant or independent contractor of Parent or any Subsidiary of Parent or their estates, heirs, family members, spouses or former spouses or permitted transferees (including for all purposes of this clause (4), Equity Interests held by any entity whose Equity Interests are held by any such future, present or former employee, officer, director, manager, consultant or independent contractor or their estates, heirs, family members, spouses or former spouses or permitted transferees) pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or other agreement or arrangement or any stock subscription or shareholder or similar agreement; provided that at the time of any such Restricted Payment Four Quarter Consolidated EBITDA for the most recently ended Test Period is greater than $0 and provided further, however, that the aggregate amounts paid under this clause (4) shall not exceed $6,250,000 in any calendar year (with unused amounts in any calendar year being permitted to be carried over for the next two succeeding calendar years); provided further, however, that such amount in any calendar year may be increased by an amount not to exceed:

(a) the cash proceeds received by Parent from the issuance or sale of Equity Interests (other than Excluded Equity) of Parent, in each case, to any future, present or former employees, officers, directors, managers, consultants or independent contractors of the Borrowers or its Restricted Subsidiaries or any direct or indirect parent of the Borrowers that occurs on or after the Closing Date; provided that the amount of such cash proceeds utilized for any such repurchase, retirement, other acquisition or dividend will not increase the amount available for Restricted Payments under clause (c) of the immediately preceding paragraph; plus

(b) the cash proceeds of key man life insurance policies received by Parent or its Restricted Subsidiaries after the Closing Date; plus

(c) the amount of any cash bonuses otherwise payable to employees, officers, directors, managers, consultants or independent contractors of Parent or its Restricted Subsidiaries that are foregone in return for the receipt of Equity Interests; less

(d) the amount of cash proceeds described in subclause (a), (b) or (c) of this clause (4) previously used to make Restricted Payments pursuant to this clause (4); (provided that the Swedish Borrower may elect to apply all or any portion of the aggregate increase contemplated by subclauses (a), (b) and (c) above in any calendar year);

provided, further, that cancellation of Indebtedness owing to Parent or any Restricted Subsidiary from any future, current or former officer, director, employee, manager, consultant or independent contractor (or any permitted transferees thereof) of Parent or any of the Restricted Subsidiaries of Parent, in connection with a repurchase of Equity Interests of Parent from such Persons will not be deemed to constitute a Restricted Payment for purposes of this Section 7.05 or any other provisions of this Agreement;

(5) [reserved];

(6) [reserved];

(7) [reserved];

(8) the declaration and payment of dividends on Parent's common stock not to exceed 7.0% per annum of the net cash proceeds received by Parent after the Closing Date from any public offering of common stock of Parent (other than Excluded Equity), other than public offerings with respect to any common stock registered on Form S-4 or S-8 (or any successor form thereto) and other than any public offering constituting Excluded Contributions; provided that at the time of any such Restricted Payment Four Quarter Consolidated EBITDA for the most recently ended Test Period is greater than $0;

(9) Restricted Payments that are made with Excluded Contributions that have been received by Parent, and contributed to the Swedish Borrower, within 90 days of the making of such Restricted Payment; provided that other than in the case of Restricted Investments, the Borrowers shall be in compliance with the Liquidity Condition on a Pro Forma Basis;

(10) other Restricted Payments in an aggregate amount taken together with all other Restricted Payments made pursuant to this clause (10) not to exceed 10.0% of Four Quarter Consolidated EBITDA;

(11) other Restricted Payments of the type described in clauses (3) and (4) of the definition of "Restricted Payment" in an aggregate amount taken together with all other Restricted Payments made pursuant to this clause (11) not to exceed 10.0% of Four Quarter Consolidated EBITDA;

(12) for so long as any Borrower or any Subsidiary of Parent are members of a group filing a consolidated, combined, affiliated or unitary income tax return with a common parent, Restricted Payments to any direct or indirect equity owner of any Borrower in amounts required for Parent or such other direct or indirect equity owners to pay federal, national, foreign, state and local income Taxes (and franchise Taxes) imposed on such entity to the extent such income Taxes are attributable to the income of any Borrower or Subsidiary of Parent; provided, however, that the amount of such payments in respect of any tax year does not, in the aggregate, exceed the amount that the Borrowers and Subsidiaries of Parent that are members of such consolidated, combined, affiliated or unitary group would have been required to pay in respect of federal, national, foreign, state and local income Taxes (and franchise Taxes) in respect of such tax year if the Borrowers and the Subsidiaries of Parent paid such income Taxes directly on a separate company basis or as a stand-alone consolidated, combined, affiliated or unitary income tax group (taking into account any net operating losses (to the extent such net operating losses are currently available to offset taxable income in the applicable taxable year) of the Borrower or any Subsidiary of Parent, as applicable and reduced by any such Taxes paid directly by a Borrower or any Subsidiary of Parent);

(13) the declaration and payment of dividends, other distributions or other amounts to, or the making of loans to, Parent in the amount required for such entity to, if applicable:

(a) pay (amounts equal to the amounts required for Parent or any other direct or indirect parent of Parent to pay customary salary, bonus and other benefits payable to, and indemnities provided on behalf of, officers, employees, directors, managers, consultants or independent contractors of Parent, if applicable, and general corporate operating (including, without limitation, expenses related to legal advice and auditing and other accounting matters) and overhead costs and expenses of the Parent or any Borrower, if applicable, in each case to the extent such fees, expenses, salaries, bonuses, benefits and indemnities are attributable to the ownership or operation of the Parent, any Borrower and the Subsidiaries of Parent;

(b) [reserved];

(c) pay fees and expenses incurred by Parent related to (i) the maintenance of such parent entity of its corporate or other entity existence and performance of its obligations under this Agreement, (ii) any unsuccessful equity or debt offering of such parent entity (or any debt or equity offering from which such parent does not receive

any proceeds) and (iii) any equity or debt issuance, incurrence or offering, any disposition or acquisition or any investment transaction by any Borrower or any of the Restricted Subsidiaries of Parent (or any acquisition of or investment in any business, assets or property that will be contributed to any Borrower or any of the Restricted Subsidiaries of Parent as part of the same or a related transaction) permitted by this Agreement;

(d) [reserved];

(e) pay franchise and excise Taxes, and other Taxes and expenses in connection with any ownership of any Borrower or any of the Subsidiaries of Parent or required to maintain their organizational existence;

(f) [reserved]; and

(g) make Restricted Payments to Parent to finance, or to any direct or indirect parent of any Borrower for the purpose of paying to any other direct or indirect parent of any Borrower to finance, any Investment that, if consummated by such Borrower or any of the Restricted Subsidiaries of Parent, would be a Permitted Investment or a Restricted Investment otherwise permitted under this Section 7.05; provided that (a) such Restricted Payment is made substantially concurrently with the closing of such Investment and (b) promptly following the closing thereof, such direct or indirect parent of any Borrower causes (i) all property acquired (whether assets or Equity Interests) to be contributed to any Borrower or any Restricted Subsidiary or (ii) the merger, consolidation or amalgamation (to the extent permitted by Section 7.03) of the Person formed or acquired into any Borrower or any Restricted Subsidiary in order to consummate such acquisition or Investment, in each case, in accordance with the requirements of Section 6.12;

(14) (i) repurchases of Equity Interests deemed to occur upon exercise of stock options or warrants if such Equity Interests represent a portion of the exercise price of such options or warrants, (ii) payments made or expected to be made by any Borrower or any Restricted Subsidiary in respect of withholding or similar Taxes payable or expected to be payable by any future, present or former director, officer, employee, manager, consultant or independent contractor of Parent or any Subsidiary of Parent (or their respective Affiliates, estates or immediate family members) in connection with the exercise of stock options or the grant, vesting or delivery of Equity Interests and (iii) loans or advances to officers, directors, employees, managers, consultants and independent contractors of Parent or any Subsidiary of Parent in connection with such Person's purchase of Equity Interests of Parent or any direct or indirect parent of Parent; provided that no cash is actually advanced pursuant to this clause (iii) other than to pay Taxes due in connection with such purchase, unless immediately repaid;

(15) purchases of receivables pursuant to a Receivables Repurchase Obligation in connection with a Qualified Receivables Financing or Qualified Receivables Factoring permitted under Section 7.01(x) and the payment or distribution of related Receivables Fees;

(16) payments or distributions to satisfy dissenters' rights, pursuant to or in connection with a consolidation, merger, amalgamation or transfer of assets that complies with the provisions of this Agreement;

(17) [reserved];

(18) the payment of cash in lieu of the issuance of fractional shares of Equity Interests in connection with any merger, consolidation, amalgamation or other business combination, or in connection with any dividend, distribution or split of or upon exercise, conversion or exchange of Equity Interests, warrants, options or other securities exercisable or convertible into, Equity Interests of Parent;

(19) [reserved];

(20) [reserved]; and

(21) any additional Restricted Payment (i) with respect to Restricted Payments of the type described in clauses (1), (2) and (3) of the definition of "Restricted Payments", so long as immediately after giving effect to the making of such Restricted Payment on a Pro Forma Basis, the Total Net Leverage Ratio does not exceed 3.50:1.00

and no Event of Default exists or would result from such Restricted Payment and (ii) with respect to Restricted Investments, so long as immediately after giving effect to the making of such Restricted Payment on a Pro Forma Basis, the Total Net Leverage Ratio does not exceed 3.50:1.00 and no Event of Default exists or would result from such Restricted Payment.

For purposes of this Section 7.05, if any Investment or Restricted Payment (or a portion thereof) would be permitted pursuant to one or more provisions described above and/or one or more of the exceptions contained in the definition of "Permitted Investments," the Swedish Borrower may divide and classify such Investment or Restricted Payment (or a portion thereof) in any manner that complies with this covenant, but may not later divide and/or reclassify any such Investment or Restricted Payment. For the avoidance of doubt, any Restricted Payment or Investment that is permitted under this Section 7.05 may be made in the form of a loan.

Notwithstanding anything to the contrary herein or in any other Loan Document, (i) all Material Intellectual Property shall be owned by a Loan Party and (ii) the aggregate amount of Investments (other than Investments pursuant to clauses (11), (38) and (39) of "Permitted Investments") by Loan Parties in (i) Subsidiaries that are not Loan Parties and (ii) assets that are not owned by Loans Parties (in each case, after giving effect to the relevant Investment) shall not exceed in the aggregate $10,000,000.

Section 7.06 Burdensome Agreements. Parent, Holdings and the Borrowers shall not, nor shall they permit any other Restricted Subsidiary to, directly or indirectly create or otherwise cause or suffer to exist or become effective any consensual encumbrance or consensual restriction on the ability of any Restricted Subsidiary to:

(a) (i) pay dividends or make any other distributions to any Borrower or any of the Restricted Subsidiaries of Parent on its Capital Stock; or (ii) pay any Indebtedness owed to any Borrower or any of the Restricted Subsidiaries of Parent;

(b) make loans or advances to any Borrower or any of the Restricted Subsidiaries of Parent;

(c) create, incur, assume or suffer to exist Liens on the Collateral of such Person for the benefit of the Lenders with respect to the Facilities and the Obligations or under the Loan Documents; or

(d) sell, lease or transfer any of its properties or assets to any Borrower or any of the Restricted Subsidiaries of Parent.

However, the preceding restrictions will not apply to encumbrances or restrictions existing under or by reason of:

(1) contractual encumbrances or restrictions of any Borrower or any of the Restricted Subsidiaries of Parent in effect on the Closing Date, including pursuant to this Agreement and the other Loan Documents, related Swap Contracts and Indebtedness permitted pursuant to Section 7.01(e);

(2) [reserved];

(3) applicable law or any applicable rule, regulation or order;

(4) any agreement or other instrument of a Person acquired by or merged, amalgamated or consolidated with or into any Borrower or any Restricted Subsidiary that was in existence at the time of such acquisition (or at the time it merges with or into any Borrower or any Restricted Subsidiary or assumed in connection with the acquisition of assets from such Person (but, in each case, not created in contemplation thereof)), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired or designated; provided that in connection with a merger, amalgamation or consolidation under this clause (4), if a Person other than a Borrower or such Restricted Subsidiary is the successor company with respect to such merger, amalgamation or consolidation, any agreement or instrument of such Person or any Subsidiary of such Person shall be deemed acquired or assumed, as the case may be, by a Borrower or such Restricted Subsidiary, as the case may be, at the time of such merger, amalgamation or consolidation;

(5) customary encumbrances or restrictions contained in contracts or agreements for the sale of assets applicable to such assets pending consummation of such sale, including customary restrictions with respect to a Restricted Subsidiary imposed pursuant to an agreement entered into for the sale or disposition of Capital Stock or assets of such Restricted Subsidiary;

(6) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business;

(7) customary provisions in operating or other similar agreements, asset sale agreements and stock sale agreements entered into in connection with the entering into of such transaction, which limitation is applicable only to the assets that are the subject of those agreements;

(8) purchase money obligations for property acquired and Capitalized Lease Obligations entered into in the ordinary course of business, to the extent such obligations impose restrictions of the type described in clause (c) or (d) in the first paragraph of this Section 7.06 on the property so acquired;

(9) customary provisions contained in leases, sub-leases, licenses, sublicenses, contracts and other similar agreements entered into in the ordinary course of business to the extent such obligations impose restrictions of the type described in clause (c) or (d) in the first paragraph of this Section 7.06 on the property subject to such lease;

(10) any encumbrance or restriction effected in connection with a Qualified Receivables Financing or Qualified Receivables Factoring that, in the good faith determination of the Swedish Borrower, are necessary or advisable to effect such Qualified Receivables Financing or Qualified Receivables Factoring, as applicable;

(11) other than with respect to clause (c) of this Section 7.06, any encumbrance or restriction in respect of or contained in other Indebtedness of any Borrower or any Restricted Subsidiary that is incurred subsequent to the Closing Date pursuant to Section 7.01, provided that (i) such encumbrances and restrictions in respect of or contained in any agreement or instrument will not materially affect the applicable Borrower's ability to make anticipated principal or interest payments under this Agreement (as determined by the Swedish Borrower in good faith) or (ii) such encumbrances and restrictions contained in any agreement or instrument taken as a whole are not materially less favorable to the Lenders than the encumbrances and restrictions contained in this Agreement (as determined by the Swedish Borrower in good faith);

(12) any encumbrance or restriction contained in secured Indebtedness otherwise permitted to be incurred pursuant to Sections 7.01 and/or 7.02 to the extent limiting the right of the debtor to dispose of the assets securing such Indebtedness;

(13) other than with respect to clause (c) of this Section 7.06, any encumbrance or restriction arising or agreed to in the ordinary course of business, not relating to any Indebtedness, and that do not, individually or in the aggregate, (x) detract from the value of the property or assets of any Borrower or any Restricted Subsidiary in any manner material to the Borrowers or any Restricted Subsidiary or (y) materially affect the Borrowers' ability to make future principal or interest payments under this Agreement, in each case, as determined by the Swedish Borrower in good faith;

(14) customary provisions in Joint Venture agreements or arrangements and other similar agreements or arrangements relating solely to the applicable Joint Venture; and

(15) any encumbrances or restrictions of the type referred to in clauses (a), (b) and (c) of this Section 7.06 imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (1) through (14) of this Section 7.06; provided that such encumbrances and restrictions contained in any such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing are, in the good faith judgment of the Borrowers, not materially more restrictive, taken as a whole, than the encumbrances and restrictions prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

For purposes of determining compliance with this Section 7.06, (i) the priority of any Preferred Stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on common stock shall not be deemed a restriction on the ability to make distributions on Capital Stock and (ii) the subordination of loans or advances made to the Borrowers or a Restricted Subsidiary to other Indebtedness incurred by the Borrowers or any such Restricted Subsidiary shall not be deemed a restriction on the ability to make loans or advances.

Section 7.07 Accounting Changes. Parent, Holdings and the Borrowers shall not, nor shall they permit any other Restricted Subsidiary to, directly or indirectly make any change in fiscal year; provided, however, that the Swedish Borrower may, upon written notice to the Administrative Agent, change any fiscal year to any other fiscal year reasonably acceptable to the Required Lenders, in which case, the Borrowers and the Administrative Agent will, and are hereby authorized by the Lenders to, make any amendments to this Agreement and any other Loan Documents that are necessary, in the judgment of the Administrative Agent and the Swedish Borrower to reflect such change in fiscal year.

Section 7.08 Financial Covenants.

(a) Parent, Holdings and the Borrowers shall not permit:

(i) Minimum EBITDA.

(I) Minimum Borrower Party EBITDA. Four Quarter Consolidated EBITDA of the Borrower Parties to be less than or equal to:

(1) in respect of the Test Period ending on December 31 2023, [***];

(2) in respect of the Test Period ending on March 31, 2024, [***];

(3) in respect of the Test Period ending on June 30, 2024, [***];

(4) in respect of the Test Period ending on September 30, 2024, [***];

(5) in respect of the Test Period ending on December 31, 2024, [***];

(6) in respect of the Test Period ending on March 31, 2025, [***];

(7) in respect of the Test Period ending on June 30, 2025, [***];

(8) in respect of the Test Period ending on September 30, 2025, [***];

(9) in respect of the Test Period ending on December 31, 2025, [***];

(10) in respect of the Test Period ending on March 31, 2026, [***];

(11) in respect of the Test Period ending on June 30, 2026, [***];

(12) in respect of the Test Period ending on September 30, 2026, [***];

(13) in respect of the Test Period ending on December 31, 2026, [***];

(14) in respect of the Test Period ending on March 31, 2027, [***];

(15) in respect of the Test Period ending on June 30, 2027, [***];

(16) in respect of the Test Period ending on September 30, 2027, [***];

(17) in respect of the Test Period ending on December 31, 2027, [***]; and

(18) in respect of the Test Periods ending on March 31, 2028, and each fiscal quarter thereafter, [***].

(II) Minimum Europe & International EBITDA. In respect of any Test Period ending during any Minimum Europe & International EBITDA Covenant Testing Period only, Four Quarter Europe & International EBITDA of the Europe & International Group to be less than or equal to:

(1) in respect of the Test Period ending on March 31, 2024, [***];

(2) in respect of the Test Period ending on June 30, 2024, [***];

(3) in respect of the Test Period ending on September 30, 2024, [***];

(4) in respect of the Test Period ending on December 31, 2024, [***];

(5) in respect of the Test Period ending on March 31, 2025, [***];

(6) in respect of the Test Period ending on June 30, 2025, [***];

(7) in respect of the Test Period ending on September 30, 2025, [***];

(8) in respect of the Test Period ending on December 31, 2025, [***];

(9) in respect of the Test Period ending on March 31, 2026, [***];

(10) in respect of the Test Period ending on June 30, 2026, [***];

(11) in respect of the Test Period ending on September 30, 2026, [***];

(12) in respect of the Test Period ending on December 31, 2026, [***];

(13) in respect of the Test Period ending on March 31, 2027, [***];

(14) in respect of the Test Period ending on June 30, 2027, [***];

(15) in respect of the Test Period ending on September 30, 2027, [***];

in respect of the Test Period ending on December 31, 2027, and each fiscal quarter thereafter, [***].

(ii) Minimum Liquidity. Liquidity to be less than or equal to [***].

(iii) Total Net Leverage Ratio. Commencing with the Test Period ending December 31, 2026, permit the Specified Total Net Leverage Ratio on the last day of any Test Period to exceed:

(1) on the last day of the Test Period ending on December 31, 2026, 4.50:1.00;

(2) on the last day of any Test Period ending on or after March 31, 2027 but before March 31, 2028, 3.50:1.00; and

(3) on the last day of any Test Period ending on or after March 31, 2028, 3.00:1.00.

(b) Solely for the purposes of determining compliance with the covenants set forth in Section 7.08(a):

(i) Solely in the case of the covenants described in Sections 7.08(a)(i) and 7.08(a)(iii) above, compliance with such covenants described in Sections 7.08(a)(i) and 7.08(a)(iii) above shall be determined by reference to and upon delivery of the Compliance Certificate delivered in respect of such fiscal quarter;

(ii) if a member of the Group acquires or disposes of a company or business (including any commitment in respect thereof), for each Test Period ending on a date which is less than 12 months after that company or business became or, as applicable, ceased to be a part of the Group, the results of that company or, as applicable, attributable to that business will be deemed included with those of the rest of the Group or, as applicable, excluded for the full duration of such Test Period as if that company or business had become or, as applicable, ceased to be a part of the Group at the start of the Test Period. Such results in respect of an acquired company or business shall be adjusted on a pro forma basis so that they take into account the reasonably identifiable and supportable anticipated full run-rate effect of any synergies and cost savings (as projected by Parent in good faith) realizable or which Parent believes can be obtained during the period of 12 months from the date of the relevant acquisition combining the operations of the acquired company or business with the operations of the Group, and it may be assumed for the purposes of calculating such pro forma increase or decrease to Consolidated EBITDA that the full run-rate effect of such synergies and net costs savings are and will be fully realizable on the first day of and during the entire Test Period (such synergies and cost-savings, "Pro Forma Adjustments") net of the amount of actual benefits realized prior to or during such period from such actions; provided that the aggregate amount of all Pro Forma Adjustments increasing Consolidated EBITDA for any Test Period, together with the aggregate amount of all Exceptional Items and Pension Items increasing Consolidated EBITDA for such Test Period, shall not exceed the greater of (A) SEK 100,000,000 (or its equivalent in other currencies) and (B) 15% of Consolidated EBITDA for such Test Period (measured after to giving effect to such adjustments); and

(iii) if such financial covenant would be breached on the basis of exchange rates prevailing on the last date of any Test Period, but would not be breached on the basis of average exchange rates over that Test Period, then such average exchange rates shall apply for that Test Period and for any following Test Period after such change.

(c) Equity Cure.

(i) If, in respect of any Test Period (the "First Relevant Test Period"), the Borrowers are in breach of any obligation set forth in clause (a)(i) or (a)(iii) (each, an "EBITDA Based Financial Covenant"), then the Borrowers may, within 10 days of the earlier of (x) the date of delivery of the Compliance Certificate or (y) the date on which the Compliance Certificate was required to be delivered (the "EBITDA Based Financial Covenant Cure Expiration Date") relating to such First Relevant Test Period, procure the contribution of the net proceeds in cash by way of New Company Injection(s) to the Parent (which shall substantially contemporaneously contribute (directly or indirectly) such net proceeds to the Swedish Borrower) (such net proceeds being a "Equity Based Financial Covenant Equity Cure Amount" and such contribution being an "EBITDA Based Financial Covenant Equity Cure") which, subject to the conditions in clause (iii) below and provided that (1) the Swedish Borrower notifies the Administrative Agent that the Swedish Borrower has received the EBITDA Based Financial Covenant Equity Cure Amount and (2) the Swedish Borrower has received such New Company Injection(s), then such EBITDA Based Financial Covenant Equity Cure Amount shall have the effect that applicable EBITDA Based Financial Covenant in breach will be calculated giving effect to the following adjustments:

(A) in the case of clause (a)(iii), for the purpose of calculating Specified Total Net Leverage Ratio under clause (a)(iii), Specified Total Net Debt shall be reduced and recalculated assuming that the EBITDA Based Financial Covenant Equity Cure Amount had been contributed and applied prior to the last day of the First Relevant Period but not to exceed the amount necessary to cure the breach of clause (a)(iii); and

(B) in the case of clause (a)(i), for the purpose of calculating Consolidated EBITDA solely for purposes of clause (a)(i), and not for purposes of the determination of the Specified Total Net Leverage Ratio under clause (a)(iii), the EBITDA Based Financial Covenant Equity Cure Amount shall be added to Consolidated EBITDA for the First Relevant Period (and any subsequent Test Period including the relevant fiscal quarter), but not to exceed the amount necessary to cure the breach of clause (a)(i),

and compliance with the applicable EBITDA Based Financial Covenants will be determined by reference to the recalculations (or calculations) described above.

(ii) If the Borrowers are in breach of any obligation set forth in clause (a)(ii) at any time (the "Liquidity Based Financial Covenant" and, together with the EBITDA Based Financial Covenants, collectively, the "Financial Covenants"), then the Borrowers may, within 10 days of the earliest of (w) the date the notice of the breach (or prospective breach) is provided under Section 6.03(f) or (g), (x) the date on which the notice of the breach (or prospective breach) is required to be provided under Section 6.03(f) or (g), (y) the date of delivery of the Liquidity Report pursuant to Section 6.02(h) demonstrating such breach and (z) the date on which the Liquidity Report for the applicable fiscal month in which such breach occurred was required to be delivered pursuant to Section 6.02(h) (the "Liquidity Covenant Cure Expiration Date" and, together with the EBITDA Based Financial Covenant Cure Expiration Date, collectively, the "Cure Expiration Date"), procure the contribution of the net proceeds in cash by way of New Company Injection(s) to the Parent (which shall substantially contemporaneously contribute (directly or indirectly) such net proceeds to the Swedish Borrower) (such net proceeds being a "Liquidity Covenant Equity Cure Amount" and, together with the EBITDA Based Financial Covenant Equity Cure Amount, collectively, the "Equity Cure Amount"; such contribution being an "Liquidity Covenant Equity Cure" and, together with the EBTIDA Based Financial Covenant Equity Cure, collectively, the "Equity Cure") which, subject to the conditions in clause (iii) below and provided that (1) the Borrowers notify the Administrative Agent that the Borrowers have received the Liquidity Covenant Equity Cure Amount and (2) the Borrowers have received such New Company Injection(s), then such Liquidity Covenant Equity Cure Amount shall have the effect that the Liquidity Financial Covenant in breach will be calculated giving effect to the following adjustments: for the purpose of calculating Liquidity, Unrestricted Cash shall be recalculated assuming that the Liquidity Covenant Equity Cure Amount had been contributed and applied towards an increase in Unrestricted Cash immediately prior to the date of breach of the Liquidity Based Financial Covenant, and compliance with the Liquidity Based Financial Covenant will be determined by reference to the recalculations (or calculations) described above.

(iii) The Equity Cure Amount may only be taken into account to remedy or prevent non-compliance with the Financial Covenants as set out in clauses (i) and (ii) above if the Borrowers do not make any such election or receive the benefit of an Equity Cure:

(A) more than three times over the life of the Term Facilities;

(B) more than twice during any consecutive four-fiscal-quarter period;

(C) [reserved]; or

(D) in an amount greater than the Equity Cure Amount necessary to cure any Event of Default in respect of Section 7.08(a).

(iv) The Equity Cure Amount will only have the effect of remedying the breaches of the Financial Covenants and not for any other purpose (including with respect to any other basket, builder basket, usage or other purposes under the Loan Documents).

Section 7.09 Convertible Bonds Payments. Parent, Holdings and the Borrowers shall not, nor shall they permit any other Restricted Subsidiary to, directly or indirectly make any payment of principal, interest, fees, premium or other amounts on, or redeem, repurchase, defease or otherwise acquire or retire for value or make any payment in respect of the Convertible Bonds, in each case, other than any capitalized or "paid-in-kind" interest accruing thereon.

Section 7.10 Material Intellectual Property. Parent, Holdings and the Borrowers shall not, nor shall they permit any other Restricted Subsidiary to, directly or indirectly create, incur, assume or suffer to exist any Lien on Material Intellectual Property securing (i) Indebtedness in respect of borrowed money, (ii) Indebtedness evidenced by bonds, notes, debentures or similar instruments or letters of credit or bankers' acceptances (or, without duplication, reimbursement obligations in respect thereof) or (iii) any Guarantee of the foregoing, in each case, unless (A) such Lien (and the underlying Indebtedness that such Lien secures) is permitted to be incurred by the applicable Loan Party pursuant to the Section 7.01 and 7.02 of this Agreement and (B) Parent provides, or causes the applicable Restricted Subsidiary to provide, subject, solely with respect to Loan Parties not organized in the United States or assets not located in the United States, to the Agreed Security Principles, that the Obligations are secured equally and ratably by a Lien on such Material Intellectual Property; provided that (1) the foregoing obligation will not apply with respect to (x) any Liens on Material Intellectual Property securing Indebtedness that existed at the time the Borrowers or any

Restricted Subsidiary acquired such Material Intellectual Property and that includes a restriction on the rateable and equal securing of the Obligations, provided, however, that such Liens are not created or Incurred in connection with, or in contemplation of, such acquisition and (y) any Liens on Material Intellectual Property arising automatically by operation of law, and (2) in no event shall this Section 7.10 permit the incurrence of Indebtedness, or Lien on Material Intellectual Property securing such Indebtedness, unless such Indebtedness is permitted under Section 7.01 and such Lien is permitted to be secured on an equal and ratable basis to the Liens securing the Obligations under Section 7.02. Any Lien created for the benefit of the Secured Parties pursuant to the preceding sentence shall provide by its terms that such Lien shall be automatically and unconditionally be released and discharged upon the release and discharge of the applicable Lien on Material Intellectual Property that gave rise to the obligation to so secure the Obligations by a Lien over such Material Intellectual Property.

Section 7.11 Passive Holdings. Each of Parent and Holdings shall not conduct, transact or otherwise engage in any material business or operations; provided, that the following shall be permitted in any event: (i) (x) in the case of Parent, its ownership of the Capital Stock in Holdings and (y) in the case of Holdings, its ownership of the Capital Stock of the Swedish Borrower; (ii) the entry into, and the performance of its obligations with respect to, the Loan Documents (including any Specified Refinancing Debt or any New Term Facility), the Sustainable Revolving Credit Facility Agreement (and any Finance Documents, as defined therein) any Refinancing Notes, any Incremental Equivalent Debt, any Ratio Debt documentation, any documentation relating to the Convertible Bonds, any documentation relating to any Permitted Refinancing of the foregoing or documentation relating to the Indebtedness otherwise permitted by the last sentence in this Section 7.11 and the Guarantees permitted by clause (iv) below; (iii) the consummation of the Transactions; (iv) the payment of dividends and distributions permitted by this Agreement (and other activities in lieu thereof permitted by this Agreement), the making of contributions to the capital of its direct Subsidiaries permitted hereunder and Guarantees of Indebtedness permitted to be incurred hereunder by the Borrowers or any of the Restricted Subsidiaries and the Guarantees of other obligations of the Borrowers and the Restricted Subsidiaries not constituting Indebtedness, in each case to the extent such Guarantees are otherwise permitted hereby; (v) the maintenance of its legal existence (including the ability to incur fees, costs and expenses relating to such maintenance and performance of activities relating to its officers, directors, managers and employees and those of its Subsidiaries); (vi) the performing of activities in preparation for and consummating any public offering of common stock of Parent or any other issuance or sale of its Capital Stock (other than Disqualified Stock); (vii) the participation in tax, accounting and other administrative matters as a member of the consolidated group of Parent, Holdings and the Borrowers, including compliance with applicable Laws and legal, tax and accounting matters related thereto and activities relating to its officers, directors, managers and employees; (viii) the holding of any cash and Cash Equivalents (but not operating any property); (ix) the providing of indemnification to officers, managers, directors and employees customarily provided by a holding company to its Subsidiaries; (x) any obligations and liabilities of the Parent relating to the long-term incentive program pertaining to the Group (the "LTIP"), including (without limitation) (1) the transfer of any warrant issued in, and held by, Parent from time to time ("LTIP Warrants") to any existing or contemplated new participant in the LTIP (whether directly or via any intermediary (an "LTIP Intermediary")) and (2) the performance by Parent of its rights and obligations under any contractual arrangement (including, without limitation, any ISDA agreement and trade confirmation) entered into between Parent and any LTIP Intermediary relating to the conversion of LTIP Warrants into, and delivery of, shares and/or American depositary shares in Parent, (xi) in the case of Parent, issuance of the Convertible Bonds, (xii) the participation in tax, accounting and other administrative matters as a member of the consolidated group of the Parent, Holdings, and the Borrowers, including compliance with applicable laws and legal, tax and accounting matters related thereto, activities relating to its officers, directors, managers and employees and the making of group contributions (Sw. *koncernbidrag*), and any activities incidental to the foregoing. Parent and Holdings shall not create, incur, assume or suffer to exist any Lien on any Capital Stock of Holdings or the Borrowers or any Restricted Subsidiary (other than Liens pursuant to any Loan Document, non-consensual Liens arising solely by operation of Law and Liens pursuant to documentation relating to other secured Indebtedness permitted to be incurred and secured hereunder on a pari passu basis with, or junior basis to, the Obligations).

Section 7.12 Anti-Cash Hoarding. Parent, Holdings and the Borrowers shall not, nor shall they permit any other Restricted Subsidiary to, borrow under the Sustainable Revolving Credit Facility (other than for letters of credit) if after giving effect to such borrowing the Group would have greater than $50,000,000 in cash and Cash Equivalents at such time.

Section 7.13 Draw-Stop. At any time that Four Quarter Consolidated EBITDA is not greater than zero, the Swedish Borrower shall ensure that at least $100,000,000 of available Sustainable Revolving Credit Facility Commitments remain undrawn (the "RCF Draw-Stop").

Section 7.14 Sustainable Revolving Credit Facility Draws. No Loan Party shall deliver any Utilisation Request (as defined in the Sustainable Revolving Credit Facility Agreement) or similar borrowing request under the Sustainable Revolving Credit Facility or otherwise make a borrowing under the Sustainable Revolving Credit Facility if after giving effect to any such borrowing and/or the use of proceeds thereof, an Event of Default shall have occurred and be continuing or would result therefrom.

ARTICLE VIII.
Events of Default and Remedies

Section 8.01 Events of Default. Any of the following shall constitute an "Event of Default":

(a) Non-Payment. The Borrowers or any other Loan Party fail to pay (i) when due and as required to be paid herein or in any other Loan Document, any amount of principal of any Loan, (ii) within five (5) Business Days after the same becomes due and payable, any interest on any Loan, or (iii) within ten (10) Business Days after the same becomes due and payable, any fee or premium (including the Prepayment Premium) due hereunder, or any other amount payable hereunder or with respect to any other Loan Document; or

(b) Specific Covenants. Any Borrower or any other Loan Party fail to perform or observe any term, covenant or agreement contained in (i) Section 6.01, Section 6.02, Sections 6.03(a) and (g), Section 6.05(a) (with respect to the Borrowers), Section 6.06(b) or any Section of Article VII, provided that an Event of Default under Section 7.08(a)(i), Section 7.08(a)(ii) and 7.08(a)(iii) is subject to Section 7.08(c) and an Event of Default with respect to Section 7.08(a) shall not occur until the applicable Cure Expiration Date, (ii) Section 6.03(f) and such default under this clause (ii) shall not have been remedied or waived within ten (10) days of the occurrence thereof or (iii) Section 6.15, and such default under this clause (iv) shall not have been remedied or waived within five (5) Business Days of the occurrence thereof; or

(c) Other Defaults. Any Loan Party fails to perform or observe any covenant or agreement (other than those specified in Section 8.01(a) or (b) above) contained in any Loan Document on its part to be performed or observed and such failure continues for 30 days after written notice thereof by the Administrative Agent or the Required Lenders to the Borrowers; or

(d) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Borrowers or any other Loan Party herein, in any other Loan Document, or in any document required to be delivered in connection herewith or therewith shall be incorrect or misleading in any material respect (or in any respect if any such representation or warranty is already qualified by materiality) when made or deemed made and, to the extent that such representation, warranty, certification or statement of fact is capable of being corrected or cured, it is not so corrected or cured within 30 days after written notice thereof by the Administrative Agent or the Required Lenders to the Borrowers; or

(e) Cross-Default. Any Loan Party or any Restricted Subsidiary (A) fails to make any principal payment beyond the applicable grace period with respect thereto, if any (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Indebtedness (other than Indebtedness hereunder and intercompany Indebtedness) having an aggregate outstanding principal amount of loans or other obligations or commitments to extend credit equal to or greater than the Threshold Amount or (B) fails to observe or perform any other agreement or condition relating to any Indebtedness having an aggregate outstanding principal amount of loans or other obligations or commitments to extend credit in excess of the Threshold Amount, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) after the expiration of any applicable grace or cure period therefor to cause, with the giving of notice if required, such Indebtedness to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, in each case, prior to its stated maturity; provided that this subclause (B) shall not apply to (x) secured Indebtedness that becomes due as a result of the sale or transfer or other

Disposition (including a Casualty Event) of the property or assets securing such Indebtedness permitted hereunder and under the documents providing for such Indebtedness and such Indebtedness is repaid when required under the documents providing for such Indebtedness or (y) events of default, termination events or any other similar event under the documents governing Swap Contracts for so long as such event of default, termination event or other similar event does not result in the occurrence of an early termination date or any acceleration or prepayment of any amounts or other Indebtedness payable thereunder; provided further, that such failure is unremedied and is not validly waived by the holders of such Indebtedness in accordance with the terms of the documents governing such Indebtedness prior to any acceleration of the Loans pursuant to Section 8.02; or

(f) Insolvency Proceedings, Etc. (i) Parent, Holdings, any Borrower, any other Loan Party or any Material Company (other than, with respect to liquidation, as expressly permitted under Section 7.03) institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, receiver or manager, trustee, custodian, conservator, liquidator, rehabilitator, administrator, administrative receiver, compulsory manager, monitor, judicial manager or similar officer for it or for all or any material part of its property; or (ii) any receiver, receiver or manager, trustee, custodian, conservator, liquidator, rehabilitator, administrator, administrative receiver, compulsory manager, monitor, judicial manager or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for sixty (60) calendar days; or (iii) any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for sixty (60) calendar days, or an order for relief is entered in any such proceeding; or

(g) Inability to Pay Debts; Attachment. (i) Parent, Holdings, any Borrower, any other Loan Party or any Material Company becomes unable or admits in writing its inability or fails generally to pay its debts as they become due or suspends making payments or enters into a moratorium or standstill arrangement in relation to its Indebtedness or is taken to have failed to comply with a statutory demand (or otherwise be presumed to be insolvent by applicable Law) or (ii) any writ or warrant of attachment or execution or similar process is issued, commenced or levied against all or substantially all of the property of any such Person and is not released, vacated or fully bonded within 60 days after its issue, commencement or levy, or any analogous procedure or step is taken in any jurisdiction; or

(h) Judgments. There is entered against any Loan Party or any Restricted Subsidiary a final judgment or order for the payment of money in an aggregate amount (as to all such judgments and orders) equal to or greater than the Threshold Amount (to the extent not paid and not covered by (i) independent third-party insurance as to which the insurer has been notified of such judgment or order and does not deny coverage or (ii) an enforceable indemnity to the extent that such Loan Party or Restricted Subsidiary shall have made a claim for indemnification and the applicable indemnifying party shall not have disputed such claim) and such judgment or order shall not have been satisfied, vacated, discharged or stayed or bonded pending an appeal for a period of sixty consecutive days; or

(i) ERISA. (i) One or more ERISA Events or Foreign Benefit Events occur or there is or arises an Unfunded Pension Liability (taking into account only Plans with positive Unfunded Pension Liability) which event or events or unfunded liability or unfunded liabilities results or would reasonably be expected to result in liability of any Loan Party in an aggregate amount which would reasonably be expected to result in a Material Adverse Effect, (ii) any Loan Party or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA which has resulted or would reasonably be expected to result in liability of any Loan Party in an aggregate amount which would reasonably be expected to result in a Material Adverse Effect or (iii) with respect to a Foreign Plan, a termination, withdrawal, imposition of a Lien or noncompliance with applicable Law or plan terms that would reasonably be expected to result in a Material Adverse Effect; or

(j) Invalidity of Certain Loan Documents. Any material provision of the Loan Documents, taken as a whole (in each case, subject to the Legal Reservations, the Perfection Exceptions and the Perfection Requirements), at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder (including as a result of a transaction permitted under Section 7.03 or Section 7.04) or satisfaction in full in cash of all the Obligations (other than contingent indemnification obligations as to which no claim has been asserted) ceases to be in full force and effect; or any Loan Party contests in writing the validity or enforceability of

any provision of the Loan Documents, taken as a whole; or any Loan Party denies in writing that it has any or further liability or obligation under any Loan Document (other than as a result of repayment in full of the Obligations (other than contingent indemnification obligations as to which no claim has been asserted) and termination of the Aggregate Commitments), or purports in writing to revoke or rescind any Loan Document or the perfected first priority Liens created thereby (except as otherwise expressly provided in this Agreement or the Loan Documents); or

(k) Change of Control. There occurs any Change of Control; or

(l) Intercreditor Breach. Any party to the Intercreditor Agreement (other than the Administrative Agent, Security Agent or any Lender) fails to comply with the provisions of, or does not perform its obligations under, the Intercreditor Agreement or a representation or warranty given by such party in the Intercreditor Agreement is incorrect in any material respect, and, if the non-compliance or circumstances giving rise to the misrepresentation are capable of remedy, it is not remedied within 30 days of the earlier of (i) the Administrative Agent giving notice to the relevant party and (ii) the relevant party becoming aware of the failure to comply.

(m) Secured Bank Accounts. The aggregate amount of cash and/or Cash Equivalents of the Loan Parties and their respective Subsidiaries not maintained in Secured Bank Accounts (other than cash and Cash Equivalents held by Restricted Subsidiaries of the Swedish Borrower incorporated in the People's Republic of China) shall at any time from and after the date that is 30 days after the Closing Date exceed $35,000,000 unless the failure to comply is capable of remedy and either (i) the failure to comply is caused by the occurrence of a Disruption Event or by technical issues attributable to the relevant account bank(s), and such failure to comply is remedied within three (3) Business Days or (ii) the failure to comply is caused by an incoming payment from any third party which is not a member of the Group, and such failure to comply is remedied within one (1) Business Day.

Notwithstanding the foregoing, until the expiry of the applicable Clean-up Period, a breach of any representation or warranty in Article V (other than Section 5.19) or any covenant in Article VI (other than Section 6.08 with respect to Anti-Corruption Laws and Sanctions Laws and Regulations) or Article VII existing by reason of circumstances existing on the closing date of the relevant acquisition and relating solely to the business or operations of any member of the relevant target group which is the subject of such acquisition (or any obligation to procure or ensure in relation thereto) shall not constitute a Default or Event of Default during the Clean-up Period if and for so long as the circumstances giving rise to such breach: (i) are capable of being cured during the Clean-Up Period and the Borrowers are using reasonable efforts to cure such breach (it being understood for the avoidance of doubt that untrue disclosure or financial statements cannot be cured by amending, supplementing or restating such disclosure or financial statements); (ii) have not been knowingly caused, procured or approved by the Borrowers; and (iii) have not had, and would not reasonably be expected to have, a Material Adverse Effect; provided that (x) the Borrowers shall give the Lenders notice of such breach upon obtaining knowledge thereof by Parent or any of its Subsidiaries and the steps it is taking to cure such steps and (y) if the relevant circumstances are continuing at the end of the Clean-Up Period, the Default or Event of Default, as applicable, shall be deemed to occur immediately at the end of the Clean-Up Period.

Section 8.02 Remedies Upon Event of Default. If any Event of Default occurs and is continuing, the Administrative Agent shall, at the request of, or may, with the consent of, the Required Lenders, take any or all of the following actions:

(a) declare the commitment of each Lender to make Loans to be terminated, whereupon such commitments shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts, fees and premiums (including the Prepayment Premium) owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrowers;

(c) [reserved];

(d) exercise on behalf of itself and the Lenders all rights and remedies available to it and the Lenders under the Loan Documents, under any document evidencing Indebtedness in respect of which the Facilities have been designated as "Designated Senior Debt" (or any comparable term) and/or under applicable Law;

provided, however, that upon the occurrence of an Event of Default pursuant to Section 8.01(f), the obligation of each Lender to make Loans shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, in each case without further act of the Administrative Agent or any Lender.

Section 8.03 [Reserved].

Section 8.04 Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the occurrence of an Event of Default under Section 8.01(f)), any amounts received on account of the Obligations shall, subject to the provisions of Section 2.17 and the Intercreditor Agreement, be applied by the Administrative Agent in the following order:

(a) first, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including fees, disbursements and other charges of counsel payable under Section 10.04 and amounts payable under Article III and amounts owing in respect of (x) the preservation of Collateral or the Security Agent's security interest in the Collateral or (y) with respect to enforcing the rights of the Secured Parties under the Loan Documents) payable to the Administrative Agent and the Security Agent in their respective capacity as such;

(b) second, to payment in full of Unfunded Advances/Participations;

(c) third, to payment of that portion of the Obligations constituting fees, premiums (including the Prepayment Premium), indemnities, expenses and other amounts (other than principal and interest) payable to the Lenders (including fees, disbursements and other charges of counsel payable under Sections 10.04 and 10.05) arising under the Loan Documents and amounts payable under Article III, ratably among them in proportion to the respective amounts described in this clause (c) held by them;

(d) fourth, to payment of that portion of the Obligations constituting accrued and unpaid interest on the Loans, ratably among the Lenders in proportion to the respective amounts described in this clause (d) held by them;

(e) fifth, to payment of that portion of the Obligations constituting unpaid principal of the Loans, that portion of the Obligations of the Loan Parties then owing in respect of regularly scheduled payments or termination payments (whether as a result of the occurrence of any event of default or other termination event);

(f) sixth, to the payment of all other Obligations of the Loan Parties owing under or in respect of the Loan Documents that are then due and payable to the Administrative Agent and the other Secured Parties, ratably based upon the respective aggregate amounts of all such Obligations then owing to the Administrative Agent and the other Secured Parties; and

(g) last, after all of the Obligations have been paid in full (other than contingent indemnification obligations not yet due and owing), to the Borrowers or to whomever may be lawfully entitled to receive the same, including pursuant to the Intercreditor Agreement, if applicable;

provided that no amounts received from any Guarantor shall be applied to Excluded Swap Obligations of such Guarantor.

It is understood and agreed by each Loan Party and each Secured Party that neither the Administrative Agent nor Security Agent shall have any liability for any determinations made by it in this Section 8.04. Each Loan Party and each Secured Party also agrees that the Administrative Agent and the Security Agent may (but shall not be required to), at any time and in its sole discretion, and with no liability resulting therefrom, petition a court of competent jurisdiction regarding any application of Collateral in accordance with the requirements hereof, and the Administrative Agent and the Security Agent shall be entitled to wait for, and may conclusively rely on, any such determination.

ARTICLE IX.
Administrative Agent and Other Agents

Section 9.01 Appointment and Authorization of Agents.

(a) Each Lender hereby irrevocably appoints JPMorgan (i) to act on its behalf as Administrative Agent hereunder and under the other Loan Documents and (ii) as attorney-in-fact to act in its name and on its behalf as Administrative Agent hereunder and under the other Loan Documents (in each case, subject to the provisions in Section 9.09), and designates and authorizes the Administrative Agent to take such actions on its behalf under the provisions of this Agreement and each other Loan Document and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Agreement or any other Loan Document, together with such actions and powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary contained elsewhere herein or in any other Loan Document no Agent shall have any duties or responsibilities, except those expressly set forth herein, nor shall any Agent have or be deemed to have any fiduciary relationship with any Lender or participant, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against any Agent. Regardless of whether a Default has occurred and is continuing and without limiting the generality of the foregoing sentence, the use of the term "agent" herein and in the other Loan Documents with reference to any Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative or attorney-in-fact relationship between independent contracting parties.

(b) Each Lender hereby irrevocably appoints Silver Point (i) to act on its behalf as Lead Lender and Syndication Agent hereunder and under the other Loan Documents and, and designates and authorizes Silver Point to take such actions on its behalf under the provisions of this Agreement and each other Loan Document and to exercise such powers and perform such duties as are expressly delegated to Silver Point in its capacity as Lead lender and Syndication Agent by the terms of this Agreement or any other Loan Document, together with such actions and powers as are reasonably incidental thereto.

(c) The Lenders hereby expressly (i) authorize Wilmington Trust (London) Limited as Security Agent and (ii) appoint Wilmington Trust (London) Limited as attorney-in-fact and Security Agent and authorize and empower the Security Agent to, in each case, to execute and sign in the name and on behalf of each such Lender any and all documents (including releases, payoff letters and similar documents) with respect to the Collateral and the rights of the Secured Parties with respect thereto (including any intercreditor agreement), as contemplated by and in accordance with the provisions of this Agreement and the Collateral Documents and acknowledge and agree that any such action by any Agent shall bind the Lenders.

(d) The Secured Parties acknowledge that Wilmington Trust (London) Limited has been appointed as the "Common Security Agent" for the purposes of the Intercreditor Agreement. The Security Agent hereby acknowledges that it shall act as the Creditor Representative for purposes of the Intercreditor Agreement on behalf of the Secured Parties and shall act as such at the direction of the Required Lenders.

(e) The Secured Parties, the Syndication Agent, the Arrangers and the Lead Lender hereby each expressly releases, to the extent legally possible, the Administrative Agent and the Security Agent (as well as any sub-agent of the Administrative Agent or the Security Agent), respectively, from any restrictions of self-dealing under any applicable law. Any Lender prevented by applicable law or its constitutional documents to grant the release from the restrictions under section 181 of the German Civil Code (*Bürgerliches Gesetzbuch*) shall notify the Administrative Agent and the Security Agent, respectively, in writing without undue delay.

Section 9.02 Delegation of Duties. The Administrative Agent and Security Agent may execute any of its duties and exercise its rights and powers under this Agreement or any other Loan Document (including for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents or of exercising any rights and remedies thereunder) by or through agents, employees or attorneys-in-fact and shall be entitled to advice of counsel and other consultants or experts concerning all matters pertaining to such duties. The Administrative Agent and Security Agent and any such sub agent may perform any and all of its duties and exercise its rights and powers by or through their respective Agent-Related Persons. The Administrative Agent and Security

Agent shall not be responsible for the negligence or misconduct of any agent or attorney-in-fact that it selects in the absence of gross negligence, bad faith or willful misconduct by the Administrative Agent or Security Agent, respectively, as determined by a final non-appealable judgment by a court of competent jurisdiction. The exculpatory provisions of this Article IX shall apply to any such sub agent and to the Agent-Related Persons of the Administrative Agent and any such sub agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent or Security Agent.

Section 9.03 Liability of Agents.

(a) No Agent-Related Person shall be (i) liable for any action taken or omitted to be taken by any of them under or in connection with this Agreement or any other Loan Document or the transactions contemplated hereby (except for its own gross negligence, bad faith or willful misconduct in connection with its duties expressly set forth herein, to the extent determined in a final, non-appealable judgment by a court of competent jurisdiction), (ii) liable for any action taken or not taken by it (A) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent or Security Agent (as applicable) shall believe in good faith shall be necessary, under the circumstances as provided in Sections 8.02 and 10.01) or (B) in the absence of its own gross negligence, bad faith or willful misconduct as determined by the final, non-appealable judgment of a court of competent jurisdiction, in connection with its duties expressly set forth herein, (iii) responsible in any manner to any Lender or participant for any recital, statement, representation or warranty made by any Loan Party or any officer thereof, contained herein or in any other Loan Document, or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent or Security Agent under or in connection with, this Agreement or any other Loan Document, (iv) responsible for or have any duty to ascertain or inquire into the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien, or security interest created or purported to be created under the Collateral Documents, or for any failure of any Loan Party or any other party to any Loan Document to perform its obligations hereunder, (v) responsible for or have any duty to ascertain or inquire into the value or the sufficiency of any Collateral or (vi) responsible for or have any duty to ascertain or inquire into the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent. No Agent-Related Person shall be under any obligation to any Lender or participant to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of any Loan Party or any Affiliate thereof.

(b) The Administrative Agent and Security Agent shall not have any duty to (i) take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that such Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); provided that no Agent shall be required to take any action that, in its opinion or the opinion of its counsel, may expose such Agent to liability or that is contrary to any Loan Document or applicable Law; and (ii) disclose, except as expressly set forth herein and in the other Loan Documents, and shall not be liable for the failure to disclose, any information relating to the Borrowers or any of its Affiliates that is communicated to or obtained by any Person serving as an Agent or any of its Affiliates in any capacity.

For purposes of clarity, and without limiting any rights, protections, immunities or indemnities afforded to the Administrative Agent or Security Agent hereunder (including without limitation this Article 9) phrases such as “satisfactory to the Administrative Agent,” “approved by the Administrative Agent,” “acceptable to the Administrative Agent,” “as determined by the Administrative Agent,” “in the Administrative Agent’s discretion,” “selected by the Administrative Agent,” “elected by the Administrative Agent,” “requested by the Administrative Agent,” “satisfactory to the Security Agent,” “approved by the Security Agent,” “acceptable to the Security Agent,” “as determined by the Security Agent,” “in the Security Agent’s discretion,” “selected by the Security Agent,” “elected by the Security Agent,” “requested by the Security Agent,” and phrases of similar import that authorize and permit the Administrative Agent or Security Agent to approve, disapprove, determine, act or decline to act in its discretion shall be, at the option of the Administrative Agent or Security Agent, subject to Administrative Agent or Security Agent receiving written direction from the Required Lenders to take such action or to exercise such rights. Nothing contained in this Agreement shall require the Administrative Agent or Security Agent to exercise any discretionary acts.

(c) Any assignor of a Loan or seller of a participation hereunder shall be entitled to rely conclusively on a representation of the assignee Lender or Participant in the relevant Assignment and Assumption or participation agreement, as applicable, that such assignee or purchaser is not a Disqualified Institution. No Agent shall have any responsibility or liability for monitoring the list or identities of, or enforcing provisions relating to, Disqualified Institutions.

(d) The Administrative Agent and the Security Agent shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Administrative Agent or the Security Agent (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God or war, civil unrest, local or national disturbance or disaster, any act of terrorism, or the unavailability of the Federal Reserve Bank wire or facsimile or other wire or communication facility).

(e) In no event shall the Administrative Agent or Security Agent be required to expend or risk any of its own funds or otherwise incur any liability, financial or otherwise, in the performance of its duties under the Loan Documents or in the exercise of any of its rights or powers under the Loan Documents.

(f) The Administrative Agent and the Security Agent shall be entitled to take any action or refuse to take any action which the Administrative Agent or Security Agent, as applicable, regards as necessary for it to comply with any applicable law, regulation or court order.

(g) Any entity into which the Administrative Agent or Security Agent in their respective individual capacities may be merged or converted or with which it may be consolidated, or any Person resulting from any merger, conversion or consolidations which the Administrative Agent or the Security Agent in their respective individual capacities may be party, or any Person to which substantially all of the corporate trust or agency business of the Administrative Agent or Security Agent in their respective individual capacities may be transferred, shall be the Administrative Agent or Security Agent, as applicable, under this Agreement without further action.

(h) Anything herein to the contrary notwithstanding, none of the Arranger nor the Agents shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, the Security Agent or a Lender hereunder or thereunder.

Section 9.04 Reliance by Agents. Each Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, communication, signature, resolution, representation, notice, request, consent, certificate, instrument, affidavit, letter, telegram, facsimile, telex or telephone message, electronic mail message, Internet or intranet website posting or other distribution statement or other document or conversation reasonably believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons. Each Agent also may rely upon any statement made to it orally or by telephone and reasonably believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. Each Agent may consult with, and rely upon (and be fully protected in relying upon), advice and statements of legal counsel (including counsel to any Loan Party), independent accountants and other experts selected by such Agent. Each Agent shall be fully justified in failing or refusing to take any action under any Loan Document unless it shall first receive such advice or concurrence of the Required Lenders (or such greater number of Lenders as may be expressly required hereby in any instance) as it deems appropriate and, if it so requests, it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. Each Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Loan Document in accordance with a request or consent of the Required Lenders (or such greater number of Lenders as may be expressly required hereby in any instance) and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders.

Section 9.05 Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default, unless the Administrative Agent shall have received written notice from a Lender or the Borrowers referring to this Agreement, describing such Default and stating that such notice is a “notice of default.”

The Administrative Agent will notify the Lenders of its receipt of any such notice. The Administrative Agent shall take such action with respect to any Event of Default as may be directed by the Required Lenders, as applicable, in accordance with Article VIII; provided, however, that unless and until the Administrative Agent has received any such direction, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Event of Default as it shall deem advisable or in the best interest of the Lenders.

Section 9.06 Credit Decision; Disclosure of Information by Agents. Each Lender acknowledges that no Agent-Related Person has made any representation or warranty to it, and that no act by any Agent hereafter taken, including any consent to and acceptance of any assignment or review of the affairs of any Loan Party or any Affiliate thereof, shall be deemed to constitute any representation or warranty by any Agent-Related Person to any Lender as to any matter, including whether Agent-Related Persons have disclosed material information in their possession. Each Lender represents to each Agent that it has, independently and without reliance upon any Agent-Related Person and based on such documents and information as it has deemed appropriate, made its own appraisal of, and investigation into, the business, prospects, operations, property, financial and other condition and creditworthiness of the Loan Parties and their respective Subsidiaries, and all applicable bank or other regulatory Laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to the Borrowers and the other Loan Parties hereunder. Each Lender also represents that it will, independently and without reliance upon any Agent-Related Person and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of the Borrowers and the other Loan Parties. Except for notices, reports and other documents expressly required to be furnished to the Lenders by any Agent herein, such Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any of the Loan Parties or any of their respective Affiliates which may come into the possession of any Agent-Related Person.

Section 9.07 Indemnification of Agents. Whether or not the transactions contemplated hereby are consummated, each Lender shall, on a ratable basis based on such Lender's Pro Rata Share of all the Facilities, indemnify upon demand each Agent-Related Person (to the extent not reimbursed by or on behalf of any Loan Party and without limiting the obligation of any Loan Party to do so), and hold harmless each Agent-Related Person in each case from and against any and all Indemnified Liabilities incurred by such Agent-Related Person; provided, however, that no Lender shall be liable for any Indemnified Liabilities incurred by an Agent-Related Person to the extent such Indemnified Liabilities are determined in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Agent-Related Person's own gross negligence, bad faith or willful misconduct; provided further, however, that no action taken in accordance with the directions of the Required Lenders (or such other number or percentage of the Lenders as shall be required by the Loan Documents) shall be deemed to constitute gross negligence, bad faith or willful misconduct for purposes of this Section 9.07. In the case of any investigation, litigation or proceeding giving rise to any Indemnified Liabilities, this Section 9.07 shall apply whether or not any such investigation, litigation or proceeding is brought by any Lender or any other Person. Without limiting the foregoing, each Lender shall reimburse the Administrative Agent and/or the Security Agent upon demand for its Pro Rata Share of any costs or out-of-pocket expenses (including the fees, disbursements and other charges of counsel) incurred by the Administrative Agent or the Security Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, any other Loan Document, or any document contemplated by or referred to herein, to the extent that the Administrative Agent or the Security Agent is not reimbursed for such expenses by or on behalf of the Borrowers; provided that such reimbursement by the Lenders shall not affect the Borrowers' continuing reimbursement obligations with respect thereto; provided, further, that failure of any Lender to indemnify or reimburse the Administrative Agent or the Security Agent shall not relieve any other Lender of its obligation in respect thereof. The undertaking in this Section 9.07 shall survive termination of the Aggregate Commitments, the payment of all other Obligations and the resignation or removal of the Administrative Agent and/or the Security Agent. This Section 9.07 shall not apply with respect to Taxes, other than any Taxes that represent losses, claims, or damages arising from any non-Tax claim.

Section 9.08 Agents in their Individual Capacities. Any Agent and its Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, acquire Capital Stock in and generally engage in any kind of banking,

trust, financial advisory, underwriting or other business with each of the Loan Parties and their respective Affiliates as though it were not an Agent hereunder and without notice to or consent of the Lenders. The Lenders acknowledge that, pursuant to such activities, an Agent or its Affiliates may receive information regarding any Loan Party or its Affiliates (including information that may be subject to confidentiality obligations in favor of such Loan Party or such Affiliate) and acknowledge that such Agent shall be under no obligation to provide such information to them. With respect to its Loans, such Agent shall have the same rights and powers under this Agreement as any other Lender and may exercise such rights and powers as though it were not an Agent, and the terms "Lender" and "Lenders" include such Agent in its individual capacity (unless otherwise expressly indicated or unless the context otherwise requires). Such Person and its affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for, and generally engage in any kind of business with any Loan Party or any subsidiary or other affiliate thereof as if such person were not an Agent hereunder and without any duty to account therefor to the Lenders.

Section 9.09 Successor Agents.

(a) The Administrative Agent or Security Agent may resign as the Administrative Agent or Security Agent, as applicable, upon (i) 30 days' or (ii) after the delivery of a Follow-up Notice, 5 Business Days' written notice to the Borrowers and the Lenders. If the Administrative Agent or Security Agent or a controlling Affiliate of the Administrative Agent or the Security Agent is subject to an Agent-Related Distress Event, the Swedish Borrower may remove such Agent from such role upon ten (10) days' written notice to the Lenders. Upon receipt of any such notice of resignation or removal, the Required Lenders shall appoint a successor agent for the Lenders, which successor agent shall be consented to by the Borrowers at all times other than during the existence of an Event of Default (which consent of the Borrowers shall not be unreasonably withheld or delayed and shall be deemed given if such successor agent is Silver Point Finance, LLC or an affiliate thereof). Upon the acceptance of its appointment as successor agent hereunder, the Person acting as such successor agent shall succeed to all the rights, powers and duties of the retiring Administrative Agent or Security Agent, as applicable, and the term "Administrative Agent" or "Security Agent," as applicable, shall mean such successor administrative agent or such successor security agent, as applicable, and the retiring Administrative Agent's or Security Agent's appointment, powers and duties as the Administrative Agent or Security Agent, as applicable, shall be terminated. After the retiring Administrative Agent's or Security Agent's resignation or removal hereunder (including any removal pursuant to Section 9.09(b)) as the Administrative Agent or Security Agent, the provisions of this Article IX and Sections 10.04 and 10.05 as in effect immediately prior to such resignation or removal shall continue in effect for its benefit as to any actions taken or omitted to be taken by it while it was the Administrative Agent or Security Agent under this Agreement. If no successor agent has accepted appointment as the Administrative Agent or Security Agent by the date which is (i) 30 days or (ii) after the delivery of a Follow-up Notice, 5 Business Days following the retiring or removed Administrative Agent's or Security Agent's notice of resignation or removal, the retiring Administrative Agent's or Security Agent's resignation or removal shall nevertheless thereupon become effective and (i) the retiring Administrative Agent or Security Agent, as applicable, shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that (x) in the case of any Collateral security held by the Administrative Agent or Security Agent on behalf of the Secured Parties under any of the Loan Documents, the retiring or removed Administrative Agent or Security Agent, as applicable, shall continue to hold such Collateral security (including any Collateral security subsequently delivered to the Administrative Agent or Security Agent, as applicable) as bailee, trustee or other applicable capacity until such time as a successor of such Agent is appointed and (y) the Administrative Agent or Security Agent, as applicable, shall continue to act as security agent for the purposes of identifying a "security agent" (or similar title) in any filing or recording financing statements, amendments thereto or other applicable filings or recordings with any Governmental Authority necessary for the perfection of the liens on Collateral securing the Obligations to the extent required by the Loan Documents)), (ii) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section 9.09 and (iii) other than as provided in the parenthetical in clause (i) above, the Lenders shall perform all of the duties of the Administrative Agent or Security Agent, as applicable, hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above. Upon the acceptance of any appointment as the Administrative Agent or Security Agent hereunder by a successor and upon the execution and filing or recording of such financing statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Required Lenders may request, in order to continue the perfection of the Liens granted or purported to be granted by the Collateral Documents, the successor Administrative Agent or Security Agent, as applicable, shall thereupon succeed to and become vested with

all the rights, powers, discretion, privileges, and duties of the retiring Administrative Agent or Security Agent. Upon the acceptance of any appointment as the Administrative Agent or Security Agent hereunder by a successor or upon the expiration of (i) 30-day period or (ii) after the delivery of a Follow-up Notice, 5 Business Day period following the retiring Administrative Agent's or Security Agent's notice of resignation or its removal without a successor agent having been appointed, the retiring or removed Administrative Agent or Security Agent, as applicable, shall be discharged from its duties and obligations hereunder and under the other Loan Documents other than as specifically set forth in clause (i) above of this Section 9.09(a) but the provisions of this Article IX and Sections 10.04 and 10.05 as in effect immediately prior to such resignation or removal (including any removal pursuant to Section 9.09(b)) shall continue in effect for the benefit of such retiring or removed Agent, its sub-agents and their respective Agent-Related Persons in respect of any actions taken or omitted to be taken by any of them solely in respect of the Loan Documents or Obligations, as applicable, while the retiring or removed Agent was acting as Administrative Agent or Security Agent, as applicable. At any time the Administrative Agent or Security Agent is a Defaulting Lender pursuant to clause (d) of the definition thereof, the Administrative Agent or Security Agent may be removed as the Administrative Agent or Security Agent hereunder at the request of the Borrowers and the Required Lenders.

(b) If an Event of Default has occurred and is continuing and the Required Lenders (or such other group or number of Lenders as may be required by the Loan Documents) have directed the Administrative Agent or the Security Agent to take any enforcement action or exercise remedies pursuant to and in accordance with the Loan Documents, and the Administrative Agent or the Security Agent, as applicable, does not commence such action within 10 Business Days of receipt of a written follow-up notice from the Required Lenders (the "Follow-up Notice"), the Required Lenders may, by notice to the Borrower, the Administrative Agent and the Security Agent, remove such Person serving as Administrative Agent and/or Security Agent, as applicable, and appoint a new Person to serve as Administrative Agent and/or Security Agent, as applicable.

Section 9.10 Administrative Agent May File Proofs of Claim. In case of the pendency of any receivership, administrative receivership, judicial management, insolvency, liquidation, bankruptcy, reorganization (by way of voluntary arrangement, schemes of arrangement or otherwise), arrangement, adjustment, composition or other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrowers) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel to the extent provided for herein and all other amounts due to the Lenders and the Administrative Agent under Sections 2.09 and 10.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same.

Any administrator, administrative receiver, custodian, receiver, assignee, trustee, judicial manager, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Agents and their respective agents and counsel, and any other amounts, in each case, due the Administrative Agent under Sections 2.09 and 10.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization (by way of voluntary arrangement, schemes of arrangement or otherwise), arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

Section 9.11 Collateral and Guaranty Matters. Subject to the Intercreditor Agreement, each of the Lenders irrevocably authorize the Administrative Agent and the Security Agent, and each of the Administrative Agent and the Security Agent shall, to the extent requested by Parent,

(a) release any Lien on any property granted to or held by the Administrative Agent or Security Agent or granted to or held by the Administrative Agent or Security Agent acting in the name and on behalf of the Lenders under any Loan Document (i) upon termination of the Aggregate Commitments and payment in full in cash of all Obligations (other than contingent indemnification obligations as to which no claim has been asserted), (ii) that is sold, disposed of or distributed or to be sold, disposed of or distributed as part of or in connection with any transaction not prohibited hereunder or under any other Loan Document, in each case to a Person that is not a Loan Party, (iii) subject to Section 10.01, if approved, authorized or ratified in writing by the Required Lenders (or such other number of Lenders as may be required hereby), (iv) that constitutes Excluded Property as a result of an occurrence not prohibited hereunder or (v) owned by a Subsidiary Guarantor upon release of such Subsidiary Guarantor from its obligations under its Guaranty pursuant to clause (c) below;

(b) release or subordinate any Lien on any property granted to or held by the Administrative Agent or Security Agent or granted to or held by the Administrative Agent or Security Agent acting in the name and on behalf of the Lenders under any Loan Document to the holder of any Permitted Lien on such property that is permitted by clauses (4) (solely with respect to cash deposits), (6) (only with regard to Section 7.01(f)), (9), (11) (solely with respect to cash deposits), (16), (17) (solely with respect to cash deposits and other than with respect to self-insurance arrangements), (21), (23) (solely to the extent relating to a lien of the type allowed pursuant to clause (9) of the definition of "Permitted Liens"), (26) (solely to the extent the Lien of the Security Agent on such property is not, pursuant to such agreements, required or permitted to be senior to or pari passu with such Liens) and (39) of the definition of "Permitted Liens";

(c) release any Guarantor from its obligations under the applicable Guaranty if in the case of any Subsidiary, such Person ceases to be a Restricted Subsidiary or otherwise is or becomes an Excluded Subsidiary as a result of a transaction not prohibited hereunder or designation permitted hereunder or is otherwise not required to provide a Guaranty pursuant to the Guarantor Coverage Requirement; provided that no such release shall occur if such Guarantor continues to be a guarantor in respect of any Specified Refinancing Debt, any Refinancing Notes or any Incremental Equivalent Debt, Ratio Debt or Ratio Acquisition Debt, in each case, with an aggregate outstanding principal amount in excess of the Threshold Amount, or the Sustainable Revolving Credit Facility or Indebtedness permitted under Section 7.01(kk);

(d) release any Guarantor from its obligations under the applicable Guaranty or release or subordinate any Lien on any property granted to or held by the Administrative Agent or Security Agent or granted to or held by the Administrative Agent or Security Agent acting in the name and on behalf of the Lenders under any Loan Document in each case to the extent required pursuant to the terms of the Intercreditor Agreement; and

(e) enter into (or amend, renew, extend, supplement, restate, replace, waive or otherwise modify) the Intercreditor Agreement or any other intercreditor agreement or subordination agreement, collateral trust agreement, or other intercreditor agreement (including a payment waterfall) (to the extent the Indebtedness being incurred or secured in connection therewith is permitted to be incurred under Section 7.01 or 7.02 of this Agreement) in connection with any refinancing facilities or notes, Incremental Equivalent Debt or other Indebtedness or obligations (including, without limitation, to the extent secured by Liens on Collateral) not prohibited (including with respect to priority) hereunder and in respect of which this Agreement requires the entry into of an intercreditor or subordination agreement. The Lenders and the other Secured Parties expressly and irrevocably agree that (x) with respect to any actions sought to be taken pursuant to this Section 9.11(d), the Administrative Agent and Security Agent may rely exclusively on a certificate of a Responsible Officer of Parent as to whether any Indebtedness or Liens is permitted (including with respect to priority) and whether the Intercreditor Agreement or any other intercreditor agreement or subordination agreement, collateral trust agreement, or other intercreditor agreement or similar arrangements (or, in each case, any such amendment or modification thereto or restatement thereof) satisfy the requirements of the Loan Documents and (y) the Intercreditor Agreement, any collateral trust agreement or any other intercreditor agreement (including a payment waterfall) (or, in each case, any such amendment or modification thereto or restatement thereof) entered into by the Administrative Agent and/or Security Agent shall be binding on the Secured Parties.

Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's and Security Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantor from its obligations under the Guaranty pursuant to this Section 9.11; provided, that, for the avoidance of doubt, the Administrative Agent shall not be required to request such confirmation in writing. In each case as specified in this Section 9.11, the applicable Agent will (and each Lender irrevocably authorizes the applicable Agent to), at the Borrowers' expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release or subordination of such item of Collateral from the assignment and security interest granted under the Collateral Documents, or to evidence the release of such Guarantor from its obligations under the Guaranty, in each case in accordance with the terms of the Loan Documents and this Section 9.11.

Each of the Lenders and the other Secured Parties irrevocably authorizes and directs the Administrative Agent to rely on any certificate of a Responsible Officer of Parent to the effect that a release or subordination of a Lien over Collateral or a release of a Guaranty is in compliance with the Loan Documents, without independent investigation, and release or subordination of its interests in any Collateral or release of any Guarantor from its obligations under the Loan Documents pursuant to this Section 9.11 (including, each case of the foregoing, by filing applicable termination statements and/or returning pledged Collateral).

Additionally, upon reasonable request of the Borrowers, the Security Agent will return possessory Collateral held by it that is released from the security interests created by the Collateral Documents pursuant to this Section 9.11; provided that in each case of this Section 9.11, the Borrowers shall have delivered to the Administrative Agent and Security Agent a certificate of a Responsible Officer of the Borrowers certifying that any such transaction has been consummated in compliance with this Agreement and the other Loan Documents and that such release is permitted hereby; provided further, that in the event that the Security Agent loses or misplaces any possessory collateral delivered to the Security Agent by the Borrowers, upon reasonable request of the Borrowers, the Security Agent shall provide a loss affidavit to the Borrowers, in the form customarily provided by the Security Agent in such circumstances.

Section 9.12 Other Agents; Arranger and Managers.

(a) No Arranger is responsible or liable for:

(i) the adequacy, accuracy or completeness of any information (whether oral or written) supplied by the Administrative Agent, a Loan Party or any other Person in or in connection with any Loan Document or the transactions contemplated by the Loan Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Loan Document;

(ii) the legality, validity, effectiveness, adequacy or enforceability of any Loan Document or the Collateral or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Loan or the Collateral; or

(iii) any determination as to whether any information provided or to be provided to any Loan Party is non-public information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise.

(b) Without limiting the foregoing, none of the Lenders or other Persons so identified shall have or be deemed to have any fiduciary relationship with any Lender. Each Lender acknowledges that it has not relied, and will not rely, on any of the Lenders or other Persons so identified in deciding to enter into this Agreement or in taking or not taking action hereunder.

Section 9.13 Remedies. Subject to the Intercreditor Agreement, upon the occurrence and during the continuance of any Event of Default, the Administrative Agent and the Security Agent shall, subject to the other provisions of this Agreement, take such actions with respect to such Event of Default as shall be directed by the Required Lenders in accordance with the Loan Documents; provided, however, that, in the absence of such direction, the Administrative

Agent and the Security Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Event of Default as it shall deem advisable and in the best interests of the Lenders and solely to the extent permitted hereunder or pursuant to the other Loan Documents. Subject to the Intercreditor Agreement, upon receipt by the Administrative Agent of a direction by the Required Lenders, the Administrative Agent and the Security Agent shall seek to enforce the Collateral Documents and to realize upon the Collateral in accordance with such direction; provided, however, that, subject to Section 9.09(b) the Administrative Agent and the Security Agent shall not be obligated to follow any direction by Required Lenders if the Administrative Agent or the Security Agent reasonably determines that such direction is in conflict with any provisions of any applicable law or any Collateral Document or the Intercreditor Agreement, and the Administrative Agent and the Security Agent shall not, under any circumstances, be liable to any Lender, the Borrowers or any other Person or entity for following the direction of the Required Lenders. Subject to the Intercreditor Agreement, at all times, if the Administrative Agent or the Security Agent acting at the direction of the Required Lenders advises the Lenders that it wishes to proceed in good faith with respect to any action, each of the Lenders will cooperate in good faith with respect to such action and will not unreasonably delay the enforcement of the Collateral Documents.

Section 9.14 Appointment of Supplemental Agents, Incremental Arranger, Incremental Equivalent Debt Arranger and Specified Refinancing Agents.

(a) It is the purpose of this Agreement and the other Loan Documents that there shall be no violation of any Law of any jurisdiction denying or restricting the right of banking corporations or associations to transact business as agent or trustee in such jurisdiction. It is recognized that in case of litigation under this Agreement or any of the other Loan Documents, and in particular in case of the enforcement of any of the Loan Documents, or in case the Administrative Agent or the Security Agent deems that by reason of any present or future Law of any jurisdiction it may not exercise any of the rights, powers or remedies granted herein or in any of the other Loan Documents or take any other action which may be desirable or necessary in connection therewith, each of the Administrative Agent and the Security Agent are hereby authorized to appoint an additional individual or institution selected by it in its sole discretion as a separate trustee, co-trustee, administrative agent, security agent, collateral agent, administrative sub-agent or administrative co-agent, as applicable (any such additional individual or institution being referred to herein individually as a "Supplemental Agent" and collectively as "Supplemental Agents").

(b) In the event that the Administrative Agent or the Security Agent appoints a Supplemental Agent with respect to any Collateral, (i) each and every right, power, privilege or duty expressed or intended by this Agreement or any of the other Loan Documents to be exercised by or vested in or conveyed to the Administrative Agent or the Security Agent with respect to such Collateral shall be exercisable by and vest in such Supplemental Agent to the extent, and only to the extent, necessary to enable such Supplemental Agent to exercise such rights, powers and privileges with respect to such Collateral and to perform such duties with respect to such Collateral, and every covenant and obligation contained in the Loan Documents and necessary to the exercise or performance thereof by such Supplemental Agent shall run to and be enforceable by either the Administrative Agent and the Security Agent or such Supplemental Agent, and (ii) the provisions of this Article IX and of Sections 10.04 and 10.05 (obligating the Borrowers to pay the Administrative Agent's and the Security Agent's expenses and to indemnify the Administrative Agent and the Security Agent) that refer to the Administrative Agent and/or the Security Agent shall inure to the benefit of such Supplemental Agent and all references therein to the Administrative Agent and/or Security Agent shall be deemed to be references to the Administrative Agent and/or Security Agent and/or such Supplemental Agent, as the context may require.

(c) Should any instrument in writing from the Borrowers or any other Loan Party be required by any Supplemental Agent so appointed by the Administrative Agent or the Security Agent for more fully and certainly vesting in and confirming to him or it such rights, powers, privileges and duties, the Borrowers shall, or shall cause such Loan Party to, execute, acknowledge and deliver any and all such instruments promptly upon request by the Administrative Agent or the Security Agent. In case any Supplemental Agent, or a successor thereto, shall die, become incapable of acting, resign or be removed, all the rights, powers, privileges and duties of such Supplemental Agent, to the extent permitted by Law, shall vest in and be exercised by the Administrative Agent or the Security Agent, as applicable, until the appointment of a new Supplemental Agent.

(d) In the event that the Borrowers appoint or designate any Incremental Arranger, Incremental Equivalent Debt Arranger or Specified Refinancing Agent pursuant to Section 2.14, 2.15 and/or 2.18, as applicable,

(i) each and every right, power, privilege or duty expressed or intended by this Agreement or any of the other Loan Documents to be exercised by or vested in or conveyed to an agent or arranger with respect to New Loan Commitments, Incremental Equivalent Debt or Specified Refinancing Debt, as applicable, shall be exercisable by and vest in such Incremental Arranger, Incremental Equivalent Debt Arranger or Specified Refinancing Agent to the extent, and only to the extent, necessary to enable such Incremental Arranger, Incremental Equivalent Debt Arranger or Specified Refinancing Agent to exercise such rights, powers and privileges with respect to the New Loan Commitments, Incremental Equivalent Debt or Specified Refinancing Debt, as applicable, and to perform such duties with respect to such New Loan Commitments, Incremental Equivalent Debt or Specified Refinancing Debt, and every covenant and obligation contained in the Loan Documents and necessary to the exercise or performance thereof by such Incremental Arranger, Incremental Equivalent Debt Arranger or Specified Refinancing Agent shall run to and be enforceable by either the Administrative Agent or such Incremental Arranger, Incremental Equivalent Debt Arranger or Specified Refinancing Agent, and (ii) the provisions of this Article IX and of Sections 10.04 and 10.05 (obligating the Borrowers to pay the Administrative Agent's and the Security Agent's expenses and to indemnify the Administrative Agent and the Security Agent) that refer to the Administrative Agent and/or the Security Agent shall inure to the benefit of such Incremental Arranger, Incremental Equivalent Debt Arranger or Specified Refinancing Agent and all references therein to the Administrative Agent and/or Security Agent shall be deemed to be references to the Administrative Agent and/or Security Agent and/or such Incremental Arranger, Incremental Equivalent Debt Arranger or Specified Refinancing Agent, as the context may require.

Section 9.15 Intercreditor Agreements. The Administrative Agent and the Security Agent are authorized by the Lenders and the other Secured Parties to, upon the request of Parent, (i) enter into the Intercreditor Agreement, (ii) enter into any Collateral Document, or (iii) make or consent to any filings or take any other actions in connection therewith (and any amendments, amendments and restatements, restatements or waivers of or supplements to or other modifications to, such agreements in connection with the incurrence by any Loan Party of any Indebtedness of such Loan Party that is permitted to be secured pursuant to Section 7.01 and/or 7.02 of this Agreement, in order to permit such Indebtedness to be secured by a valid, perfected lien on the Collateral (with such priority as may be designated by such Loan Party, to the extent such priority is not prohibited by the Loan Documents)), and the parties hereto acknowledge that the Intercreditor Agreement and any other intercreditor agreement, Collateral Document, consent, filing or other action will be binding upon them. Each Lender hereby authorizes and instructs the Administrative Agent and the Security Agent to enter into any such intercreditor agreement or Collateral Document (and any amendments, amendments and restatements, restatements or waivers of or supplements to or other modifications to, such agreements in connection with the incurrence by any Loan Party of any Indebtedness of such Loan Party that is permitted to be secured pursuant to Section 7.01 and/or 7.02 of this Agreement, in order to permit such Indebtedness to be secured by a valid, perfected lien on the Collateral (with such priority as may be designated by such Loan Party, to the extent such priority is permitted by the Loan Documents)), and to subject the Liens on the Collateral securing the Obligations to the provisions thereof.

Section 9.16 Erroneous Payments.

(a) Each Lender hereby agrees that (x) if the Administrative Agent notifies such Lender that the Administrative Agent has determined in its sole discretion that any funds received by such Lender from the Administrative Agent or any of its Affiliates (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, a "Payment") were erroneously transmitted to such Lender (whether or not known to such Lender), and demands the return of such Payment (or a portion thereof), such Lender shall promptly, but in no event later than one Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect, and (y) to the extent permitted by applicable law, such Lender shall not assert, and hereby waives, as to the Administrative Agent, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Payments received, including without limitation any defense based on "discharge for value" or any similar doctrine. A notice of the Administrative Agent to any Lender under this Section 9.16 shall be conclusive, absent manifest error.

(b) Each Lender hereby further agrees that if it receives a Payment from the Administrative Agent or any of its Affiliates (x) that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Administrative Agent (or any of its Affiliates) with respect to such Payment (a "Payment Notice") or (y) that was not preceded or accompanied by a Payment Notice, it shall be on notice, in each such case, that an error has been made with respect to such Payment. Each Lender agrees that, in each such case, or if it otherwise becomes aware a Payment (or portion thereof) may have been sent in error, such Lender shall promptly notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in no event later than one Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(c) Each of the Borrowers and each other Loan Party hereby agrees that (x) in the event an erroneous Payment (or portion thereof) is not recovered from any Lender that has received such Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such Lender with respect to such amount and (y) an erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower or any other Loan Party.

(d) Each party's obligations under this Section 9.16 shall survive the resignation or replacement of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments or the repayment, satisfaction or discharge of all Obligations under any Loan Document.

Section 9.17 ERISA Matters. Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of the Administrative Agent and its Affiliates and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments or this Agreement,

(ii) the prohibited transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of the Administrative Agent and its Affiliates and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that none of the Administrative Agent or any of its Affiliates is a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

Section 9.18 Credit Bidding. The Secured Parties hereby irrevocably authorize the Administrative Agent, at the direction of the Required Lenders, to credit bid all or any portion of the Obligations (including by accepting some or all of the Collateral in satisfaction of some or all of the Obligations pursuant to a deed in lieu of foreclosure or otherwise) and in such manner purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral (a) at any sale thereof conducted under the provisions of the Bankruptcy Code of the United States including under Sections 363, 1123 or 1129 of the Bankruptcy Code of the United States or any similar laws in any other jurisdictions to which a Loan Party is subject, or (b) at any other sale, foreclosure or acceptance of collateral in lieu of debt conducted by (or with the consent or at the direction of) the Administrative Agent (whether by judicial action or otherwise) in accordance with any applicable law. In connection with any such credit bid and purchase, the Obligations owed to the Secured Parties shall be entitled to be, and shall be, credit bid by the Administrative Agent at the direction of the Required Lenders on a ratable basis (with Obligations with respect to contingent or unliquidated claims receiving contingent interests in the acquired assets on a ratable basis that shall vest upon the liquidation of such claims in an amount proportional to the liquidated portion of the contingent claim amount used in allocating the contingent interests) for the asset or assets so purchased (or for the equity interests or debt instruments of the acquisition vehicle or vehicles that are issued in connection with such purchase). In connection with any such bid (i) the Administrative Agent shall be authorized to form one or more acquisition vehicles and to assign any successful credit bid to such acquisition vehicle or vehicles (ii) each of the Secured Parties' ratable interests in the Obligations which were credit bid shall be deemed without any further action under this Agreement to be assigned to such vehicle or vehicles for the purpose of closing such sale, (iii) the Administrative Agent shall be authorized to adopt documents providing for the governance of the acquisition vehicle or vehicles (provided that any actions by the Administrative Agent with respect to such acquisition vehicle or vehicles, including any disposition of the assets or equity interests thereof, shall be governed, directly or indirectly, by, and the governing documents shall provide for, control by the vote of the Required Lenders or their permitted assignees under the terms of this Agreement or the governing documents of the applicable acquisition vehicle or vehicles, as the case may be, irrespective of the termination of this Agreement and without giving effect to the limitations on actions by the Required Lenders contained in Section 9.02 of this Agreement), (iv) the Administrative Agent on behalf of such acquisition vehicle or vehicles shall be authorized to issue to each of the Secured Parties, ratably on account of the relevant Obligations which were credit bid, interests, whether as equity, partnership, limited partnership interests or membership interests, in any such acquisition vehicle and/or debt instruments issued by such acquisition vehicle, all without the need for any Secured Party or acquisition vehicle to take any further action and (v) to the extent that Obligations that are assigned to an acquisition vehicle are not used to acquire Collateral for any reason (as a result of another bid being higher or better, because the amount of Obligations assigned to the acquisition vehicle exceeds the amount of Obligations credit bid by the acquisition vehicle or otherwise), such Obligations shall automatically be reassigned to the Secured Parties pro rata and the equity interests and/or debt instruments issued by any acquisition vehicle on account of such Obligations shall automatically be cancelled, without the need for any Secured Party or any acquisition vehicle to take any further action. Notwithstanding that the ratable portion of the Obligations of each Secured Party are deemed assigned to the acquisition vehicle or vehicles as set forth in clause (ii) above, each Secured Party shall execute such documents and provide such information regarding the Secured Party (and/or any designee of the Secured Party which will receive interests in or debt instruments issued by such acquisition vehicle) as the Administrative Agent may reasonably request in connection with the formation of any acquisition vehicle, the formulation or submission of any credit bid or the consummation of the transactions contemplated by such credit bid.

ARTICLE X.
Miscellaneous

Section 10.01 Amendments, Etc. Except as otherwise expressly set forth in this Agreement or the applicable Loan Document, no amendment or waiver of any provision of this Agreement or any other Loan Document (other than the Fee Letters), and no consent to any departure by the Borrowers or any other Loan Party therefrom, shall be effective unless in writing signed by the Required Lenders and the Borrowers or the applicable Loan Party, as the case may be, and the Administrative Agent shall have received prior written notice of any amendment, waiver or consent, and each such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no such amendment, waiver or consent shall, except as expressly provided herein:

(a) extend or increase the Commitment of any Lender, or reinstate the Commitment of any Lender after the termination of such Commitment pursuant to Section 8.02, in each case without the written consent of such Lender (it being understood that a waiver of any condition precedent or the waiver of (or amendment to the terms of) any Default or Event of Default, mandatory prepayment or mandatory reduction of the Commitments shall not constitute an extension or increase of any Commitment of any Lender);

(b) subject to Section 3.04, postpone any date scheduled for, or reduce the amount of, any payment of principal of, or interest on, any Loan or any fees or other amounts payable hereunder, without the written consent of each Lender directly and adversely affected thereby (and subject to such further requirements as may be applicable thereto under the last two paragraphs of this Section 10.01), it being understood that the waiver of any obligation to pay interest at the Default Rate, or the amendment or waiver of any mandatory prepayment of Loans under the Term Facilities shall not constitute a postponement of any date scheduled for the payment of principal, interest or fees;

(c) reduce the principal of, or the rate of interest specified herein on, any Loan (it being understood that a waiver of any Default or Event of Default or mandatory prepayment shall not constitute a reduction or forgiveness of principal), or any fees or other amounts payable hereunder or under any other Loan Document without the written consent of each Lender directly and adversely affected thereby, it being understood that any change to the definitions of First Lien Net Leverage Ratio, Senior Secured Net Leverage Ratio, Total Net Leverage Ratio, Fixed Charge Coverage Ratio or in the component definitions thereof shall not constitute a reduction in any rate of interest or any fees based thereon; provided, however, that only the consent of the Required Lenders shall be necessary to amend the definition of "Default Rate" or to waive any obligation of the Borrowers to pay interest at the Default Rate;

(d) amend or otherwise modify Section 6.01(c) or Section 6.02, without the consent of the majority of Lenders that have selected the "Private Side Information" or similar designation (as in effect at the time of the relevant vote); provided, however, that the amendments, modifications, waivers and consents described in this clause (d) shall not require the consent of any Lenders other than the majority of Lenders that have selected the "Private Side Information" or similar designation (as in effect at the time of the relevant vote);

(e) change any provision of this Section 10.01 (other than the second and third paragraphs of this Section), or the definition of Required Lenders, or any other provision hereof specifying the number or percentage of Lenders or portion of the Loans or Commitments required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder that has the effect of decreasing the number or percentage of Lenders that are required to approve, waive, amend or modify any action in connection therewith, without the written consent of each Lender;

(f) other than in a transaction permitted under Section 7.03 or Section 7.04, release all or substantially all of the Liens on the Collateral in any transaction or series of related transactions, without the written consent of each Lender adversely affected thereby;

(g) other than in a transaction permitted under Section 7.03 or Section 7.04, release all or substantially all of the aggregate value of the Guaranty, or all or substantially all of the Guarantors, without the written consent of each Lender adversely affected thereby;

(h) amend, modify or waive the pro rata sharing provisions of Section 2.13 or the application of proceeds set forth in Section 8.04 or Clause 22 (*Application of Proceeds*) of the Intercreditor Agreement without the consent of each Lender adversely affected thereby;

(i) change the currency in which any Loan is denominated without the written consent of the Lender holding such Loan;

(j) amend, modify or waive Section 10.07(a)(A) without the consent of each Lender; or

(k) subordinate (x) the Liens securing any of the Obligations on all or substantially all of the Collateral to the Liens on the Collateral securing any other Indebtedness or (y) any Loans in contractual right of payment to any other Indebtedness, in the case of each of clause (x) and (y), unless expressly permitted by this Agreement (as in effect on the Closing Date), without the written consent of each Lender.

and provided further that (i) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent and/or the Security Agent, in its capacity as such, in addition to the Borrowers and the Lenders required above, affect the rights or duties of, or any fees or other amounts payable to, the Administrative Agent or the Security Agent, as applicable, under this Agreement or any other Loan Document; and (ii) Section 10.07(g) may not be amended, waived or otherwise modified without the consent of each Granting Lender all or any part of whose Loans are being funded by an SPC at the time of such amendment, waiver or other modification. Notwithstanding anything to the contrary herein, any amendment, modification, waiver or other action which by its terms requires the consent of all Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than Defaulting Lenders, except that (x) no amendment, waiver or consent relating to Section 10.01(a), (b) or (c) may be effected, in each case without the consent of such Defaulting Lender and (y) any amendment, modification, waiver or other action that by its terms adversely affects any Defaulting Lender in its capacity as a Lender in a manner that differs in any material respect from, and is more adverse to such Defaulting Lender than it is to, other affected Lenders shall require the consent of such Defaulting Lender. Notwithstanding anything to the contrary herein, any waiver, amendment, modification or consent in respect of this Agreement or any other Loan Document that by its terms affects the rights or duties under this Agreement or any other Loan Document of Lenders holding Loans or Commitments of a particular Tranche (but not the Lenders holding Loans or Commitments of any other Tranche) may be effected by an agreement or agreements in writing entered into by the Borrowers and the requisite percentage in interest of the Lenders with respect to such Tranche that would be required to consent thereto under this Section 10.01 if such Lenders were the only Lenders hereunder at the time.

This Section 10.01 shall be subject to any contrary provision of Section 2.14, Section 2.18 or Section 2.19. In addition, notwithstanding anything else to the contrary contained in this Section 10.01, (a) amendments and modifications that benefit any Lenders may be effected without such Lenders' consent, (b) if the Administrative Agent and the Borrowers shall have jointly identified an obvious error, ambiguity, omission, defect, or inconsistency of a technical or immaterial nature, in each case, in any provision of the Loan Documents, then the Administrative Agent and the Borrowers shall be permitted to amend such provision, if the same is not objected to in writing by the Required Lenders to the Administrative Agent within five (5) Business Days following receipt of notice thereof and (c) the Administrative Agent and the Borrowers shall be permitted to amend any provision of any Collateral Document, the Guaranty, or enter into any new agreement or instrument, to better implement the intentions of this Agreement (including the Agreed Security Principles) and the other Loan Documents or as required by local law to give effect to any guaranty, or to give effect to or to protect any security interest for the benefit of the Secured Parties, in any property so that the security interests comply with applicable Law, and in each case, such amendments, documents and agreements shall become effective without any further action or consent of any other party to any Loan Document if in the case of amendments contemplated by clause (b) the same is not objected to in writing by the Required Lenders within five Business Days following receipt of notice thereof.

Notwithstanding anything herein to the contrary, (I) this Agreement and any other Loan Document may be amended, modified or supplemented solely with the consent of the Administrative Agent (or the Security Agent, as applicable) and the Swedish Borrower, each in their sole discretion, without the need to obtain the consent of any other Lender if such amendment, modification or supplement is delivered in order to (u) add terms that are favorable to the Lenders (as reasonably determined by the Administrative Agent) in connection with any Incremental Facility, Incremental Equivalent Debt, Refinancing Indebtedness, Refinancing Notes, Specified Refinancing Term Loans (or

Specified Refinancing Term Commitments) or Permitted Debt Exchange Notes or (x) create a fungible class of Term Loans (including by increasing (but, for the avoidance of doubt, not by decreasing) the amount of amortization due and payable with respect to any class of Term Loans), (II) [reserved], (III) any repricing transaction whereby the Applicable Rate or other interest rate applicable to any Loans, Tranches or classes is reduced shall require only the consent of Lenders that will continue to hold commitments and/or Loans of the applicable Tranche or class after giving effect to such transaction, (IV) the Loan Parties may provide any Lien additional to the Collateral by entering into a Collateral Document without the consent of the Lenders, and, for purposes of such Collateral Document, the Loan Parties may expressly unilaterally waive their rights under the Agreed Security Principles and the Lenders hereby authorize the Security Agent to negotiate and enter into such additional Collateral Documents without the consent of the Lenders, (V) no Lender consent is required to effect any amendment or supplement to the Intercreditor Agreement or any other intercreditor agreement that is, for the purpose of adding the holders or creditors (or a representative with respect thereto) of any Indebtedness subject to and, as a condition to the incurrence of any such Indebtedness, Section 7.01, as parties thereto, as expressly contemplated by the terms of the Intercreditor Agreement or such other intercreditor agreement (it being understood that any such amendment or supplement may make such other changes to the Intercreditor Agreement or such other applicable intercreditor agreement as, in the good faith determination of the Administrative Agent, are required to effectuate the foregoing), and (VI) this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and Swedish Borrower (A) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Loans and the accrued interest and fees in respect thereof and (B) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders.

Notwithstanding anything to the contrary herein, the Administrative Agent together with the Required Lenders, in each case, in their reasonable discretion may extend any period for the Borrowers to deliver any documentation or perform their obligations under this Agreement which relate to Guarantees and Collateral.

Section 10.02 Notices; Electronic Communications.

(a) General. Unless otherwise expressly provided herein, all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to the Borrowers, the Administrative Agent or the Security Agent, to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 10.02 or to such other address, telecopier number, electronic mail address or telephone number as shall be designated by such party in a notice to the other parties hereto, as provided in Section 10.02(d); and

(ii) if to any other Lender, to the address, telecopier number, electronic mail address or telephone number specified in its Administrative Questionnaire.

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in clause (b) below shall be effective as provided in such clause (b).

All notices to and other communications with the Borrowers shall be made via Swedish Borrower.

(b) Electronic Communications. Notices and other communications to the Lenders may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified the Administrative Agent that it is incapable of receiving, or is unwilling to receive, notices under Article II by electronic communication. The Administrative Agent or the Swedish Borrower

may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes (with the Borrowers' consent), (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement); provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT-RELATED PERSONS DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT-RELATED PERSON IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall any Agent-Related Person have any liability to any Loan Party or any of their respective Subsidiaries, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrowers' or the Administrative Agent's transmission of Borrower Materials through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and non-appealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of such Agent-Related Person; provided, however, that in no event shall any Agent-Related Person have any liability to any Loan Party or any of their respective Subsidiaries, any Lender or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of the Borrowers, the Guarantors, the Administrative Agent and the Security Agent may change its address, telecopier, telephone number or electronic mail address for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, telecopier, telephone number or electronic mail address for notices and other communications hereunder by notice to the Borrowers, the Administrative Agent and the Security Agent. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable Law, including United States federal and state securities Laws, to make reference to Borrower Materials that are not made available through the "Public Side Information" portion of the Platform and that may contain material non-public information with respect to Parent, Holdings, the Borrowers, the Restricted Subsidiaries or any of their securities for purposes of United States federal or state securities laws.

(e) Reliance by Administrative Agent, Security Agent and Lenders. The Administrative Agent, the Security Agent and the Lenders shall be entitled to rely and act upon any notices (including telephonic Committed Loan Notices) purportedly given by or on behalf of the Borrowers even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrowers shall indemnify the Administrative Agent, the Security Agent, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrowers to the extent required by Section 10.05. All telephonic notices to and other telephonic

communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

Section 10.03 No Waiver; Cumulative Remedies; Enforcement.

(a) No failure by any Lender, the Administrative Agent or the Security Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges provided hereunder and under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by Law.

(b) Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Loan Parties or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent or the Security Agent in accordance with Section 8.02 for the benefit of all the Lenders; provided, however, that the foregoing shall not prohibit (a) the Administrative Agent or the Security Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as the Administrative Agent or the Security Agent) hereunder and under the other Loan Documents or (b) any Lender from exercising set-off rights in accordance with Section 10.09 (subject to the terms of Section 2.13); and provided further, that if at any time there is no Person acting as Administrative Agent or Security Agent hereunder and under the other Loan Documents, then (i) the Required Lenders shall have the rights otherwise ascribed to the Administrative Agent pursuant to Section 8.02 and the rights ascribed to the Administrative Agent or Security Agent set forth elsewhere in the Loan Documents and (ii) in addition to the matters set forth in clause (b) of the preceding proviso and subject to Section 2.13, any Lender may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders. In the event of a foreclosure by the Security Agent on any of the Collateral pursuant to a public or private sale, the Administrative Agent, the Security Agent or any Lender (or any person nominated by them) may be the purchaser of any or all of such Collateral at any such sale and the Administrative Agent, as agent for and representative of the Lenders (but not any Lender or Lenders in its or their respective individual capacities unless the Required Lenders shall otherwise agree in writing), shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold in any such public sale, to use and apply any of the Obligations as a credit on account of the purchase price for any Collateral payable by the Administrative Agent at such sale.

Section 10.04 Expenses. The Borrowers agree (a) to pay or reimburse the Administrative Agent, the other Agents and the Lenders for all reasonable, documented and out-of-pocket costs and expenses incurred in connection with the preparation, negotiation, syndication and execution of this Agreement and the other Loan Documents (including reasonable expenses incurred in connection with due diligence and travel, courier, reproduction, printing and delivery expenses), and any amendment, waiver, consent or other modification of the provisions hereof and thereof, and the consummation and administration of the transactions contemplated hereby and thereby, including the reasonable fees, disbursements and other charges of counsel (limited to the reasonable documented out-of-pocket fees, disbursements and other charges of one primary counsel to the Agents, one primary counsel to the Lenders and, if necessary, one local counsel in each relevant jurisdiction (which may include a single special counsel acting in multiple jurisdictions) and special counsel for each relevant specialty, in each case, limited to jurisdictions material to the interests of the Lenders and (b) to pay or reimburse the Administrative Agent, the other Agents and each Lender for all reasonable documented out-of-pocket costs and expenses incurred in connection with the enforcement of any rights or remedies under this Agreement or the other Loan Documents (including all such costs and expenses incurred during any legal proceeding, any proceeding under any Debtor Relief Law or in connection with any workout or restructuring), including the fees, disbursements and other charges of counsel (limited to the reasonable fees, disbursements and other charges of one counsel to the Administrative Agent and the Security Agent, one counsel to the other Agents and the Lenders taken as a whole, and, if necessary, of one local counsel in each relevant jurisdiction (which may include a single special counsel acting in multiple jurisdictions) and of special counsel for each relevant specialty, in each case, limited to jurisdictions material to the interests of the Lenders and, in the event of any actual or perceived conflict of interest, one additional counsel in each relevant jurisdiction for each Lender or group of similarly affected Lenders or Agents subject to such conflict after notification to the Borrowers, or otherwise agreed by the Borrowers). The foregoing costs and expenses shall include, without duplication, Indemnified Taxes or Other Taxes paid or indemnified

pursuant to Sections 3.01 and 3.05, of all reasonable search, filing, recording, title insurance and appraisal charges and fees and non-income taxes related thereto, and other out-of-pocket expenses incurred by any Agent. All amounts due under this Section 10.04 shall be paid within 30 days after invoiced or demand therefor (with a reasonably detailed invoice with respect thereto) (except for any such costs and expenses incurred prior to the Closing Date, which shall be paid on the Closing Date to the extent invoiced at least 3 Business Days prior to the Closing Date). The agreements in this Section 10.04 shall survive the termination of the Aggregate Commitments and repayment of all other Obligations. If any Loan Party fails to pay when due any costs, expenses or other amounts payable by it hereunder or under any Loan Document, such amount may be paid on behalf of such Loan Party by the Administrative Agent after any applicable grace periods have expired, in its sole discretion, and the Borrowers shall immediately reimburse the Administrative Agent, as applicable. The aggregate amount of external legal expenses reimbursed pursuant to this Section 10.04 shall not exceed any separately agreed caps.

Section 10.05 Indemnification by the Borrowers. The Borrowers shall indemnify and hold harmless each Arranger, each Agent-Related Person, each Lender, each of their respective Related Parties and each partner, director, officer, employee, counsel, agent, representative, trustee and advisor and attorney-in-fact of the foregoing (collectively, the "Indemnitees") from and against (and will reimburse each Indemnitee, as and when incurred, for) any and all liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs (including settlement costs), disbursements, and reasonable and documented or invoiced out-of-pocket fees and expenses (including the reasonable, documented out-of-pocket fees, disbursements and other charges of (i) one counsel to the Administrative Agent and the Security Agent, (ii) one counsel to the other Indemnitees taken as a whole, (iii) in the case of an actual or perceived conflict of interest, where the Indemnitee affected by such conflict informs the Borrowers of such conflict and thereafter retains its own counsel, of another firm of counsel for each such affected Indemnitee in each relevant jurisdiction material to the interests of the Lenders, and (iv) if necessary, one local counsel in each jurisdiction material to the interests of the Indemnitees (which may include a single special counsel acting in multiple jurisdictions) and special counsel for each relevant specialty) of any kind or nature whatsoever which may at any time be imposed on, incurred by or asserted or awarded against any such Indemnitee in any way relating to or arising out of or in connection with or by reason of (x) any actual or prospective claim, litigation, investigation or proceeding in any way relating to, arising out of, in connection with or by reason of any of the following, whether based on contract, tort or any other theory (including any investigation of, preparation for, or defense of any pending or threatened claim, investigation, litigation or proceeding): (a) the execution, delivery, enforcement, performance or administration of any Loan Document or any other agreement, letter or instrument delivered in connection with the transactions contemplated thereby or the consummation of the transactions contemplated thereby or (b) any Commitment or Loan or the use or proposed use of the proceeds therefrom; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, disbursements, fees or expenses are determined by a court of competent jurisdiction in a final and non-appealable judgment to have resulted from (A) the bad faith, gross negligence or willful misconduct of such Indemnitee or any of its Affiliates or controlling persons or any of the officers, directors, employees, agents, advisors, or members of any of the foregoing, (B) a material breach of the Loan Documents by such Arranger, Agent-Related Person, Lender (or any of their respective Affiliates, partners, directors, officers, employees, counsel, agents and representatives), as the case may be, as determined by a court of competent jurisdiction in a final and non-appealable decision or (C) any dispute that is among Indemnitees (other than any dispute involving claims against the Administrative Agent, any Arranger or any other Agent, in each case in their respective capacities as such) that a court of competent jurisdiction has determined in a final and non-appealable judgment did not involve actions or omissions of any direct or indirect parent or controlling person of Parent or the Borrowers or any of their Subsidiaries; or (y) any actual or alleged presence or release of Hazardous Materials at, on, in, under, to or from any property currently or formerly owned or operated by Parent or any of its Subsidiaries, or any Environmental Liability related in any way to Parent or any of its Subsidiaries, ((x) and (y), collectively, the "Indemnified Liabilities"); provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, disbursements, fees or expenses are determined by a court of competent jurisdiction in a final and non-appealable judgment to have resulted from the bad faith, gross negligence or willful misconduct of such Indemnitee or any of its Affiliates or controlling persons or any of the officers, directors, employees, agents, advisors, or members of any of the foregoing. In the case of an investigation, litigation or other proceeding to which the indemnity in this Section 10.05 applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by any Loan Party, its directors, shareholders or creditors or an Indemnitee or any other Person, and whether or not any Indemnitee is otherwise a party thereto. Should any investigation, litigation or proceeding be settled, or if there is a judgment in any such investigation,

litigation or proceeding, the Borrowers shall indemnify and hold harmless each Indemnitee in the manner set forth above; provided that the Borrowers shall not be liable for any settlement effected without the Borrowers' prior written consent (such consent not to be unreasonably withheld, delayed or conditioned).

All amounts due under this Section 10.05 shall be payable within 30 days after demand therefor. The agreements in this Section 10.05 shall survive the resignation of any Agent, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations. This Section 10.05 shall not apply with respect to Taxes, other than any Taxes that represent losses, claims or damages arising from any non-Tax claim.

None of the Arrangers, Agent-Related Persons, Lenders, or their respective Related Parties or any partner, director, officer, employee, counsel, agent, representative, trustee, advisor or attorney-in-fact of the foregoing (collectively, the "Exculpated Persons") shall be liable for any damages arising from the use by others of any information or other materials obtained through the Platform or other information transmission systems (including electronic telecommunications) in connection with this Agreement or any other Loan Document unless determined by a court of competent jurisdiction in a final and non-appealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of such Exculpated Person, nor shall any Exculpated Person or any Loan Party have any liability for any special, punitive, indirect or consequential damages relating to this Agreement or any other Loan Document or arising out of its activities in connection herewith or therewith (whether before or after the Closing Date); provided that such waiver of special, punitive, indirect or consequential damages shall not limit the indemnification obligations of the Loan Parties under this Section 10.05 and provided further that nothing contained in this paragraph will limit the indemnification obligations of the Loan Parties under this Section 10.05 to the extent such indirect, special, punitive or consequential damages are included in any third party claim with respect to which the applicable Exculpated Person is entitled to indemnification under this Section 10.05.

Section 10.06 Payments Set Aside. To the extent that any payment by or on behalf of the Borrowers is made to any Agent or any Lender, or any Agent or any Lender exercises its right of set-off, and such payment or the proceeds of such set-off or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by such Agent or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such set-off had not occurred, and (b) each Lender severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by any Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Rate from time to time in effect. The obligations of the Lenders under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

Section 10.07 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that, other than in connection with a transaction permitted under Section 7.03, (A) no Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and (B) no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee (other than to (x) any natural person or (y) Disqualified Institution to the extent the list of Disqualified Institutions has been made available, or is available upon request of the Administrative Agent, to the Lenders) in accordance with the provisions of Section 10.07(b), (ii) by way of participation in accordance with the provisions of Section 10.07(d), (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 10.07(f) or (iv) to an SPC in accordance with the provisions of Section 10.07(g) (and in the case of clause (A), any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in Section 10.07(d) and, to the extent expressly contemplated hereby, the Indemnitees and Exculpated Persons) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment(s) and the Loans at the time owing to it); provided that:

(i) (A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment under any Facility and the Loans at the time owing to it under such Facility, no minimum amount shall need be assigned, and (B) in any case not described in clause (b)(i)(A) of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the applicable Commitment is not then in effect, the outstanding principal balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than $1,000,000 or integral multiples of $1,000,000 in excess thereof (or such lesser amount as is acceptable to the Administrative Agent and the Borrowers), in each case unless each of the Administrative Agent and, so long as no Specified Event of Default has occurred and is continuing, the Borrowers otherwise consent (such consent not to be unreasonably withheld, conditioned or delayed); provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met; provided, further, that assignments to an Affiliate of a Lender or an Approved Fund shall not be subject to the foregoing minimum amounts;

(ii) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitment assigned, except that this clause (ii) shall not prohibit any Lender from assigning all or a portion of its rights and obligations among separate Facilities or Tranches on a non-pro rata basis;

(iii) no consent shall be required for any assignment except to the extent required by clause (b)(i)(B) of this Section and, in addition (A) the consent of the Swedish Borrower (such consent not to be unreasonably withheld, conditioned or delayed unless otherwise specified herein) shall be required for any assignment unless (1) a Specified Event of Default has occurred and is continuing at the time of such assignment or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund (other than any Disqualified Institution, to the extent the list of Disqualified Institutions has been made available, or is available upon request of the Administrative Agent, to the Lenders); provided that the Borrowers shall be deemed to have consented to any assignment unless the Swedish Borrower objects thereto by written notice to the Administrative Agent within ten Business Days after having received notice thereof and (B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for any assignment unless such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; provided that, except in the case of any assignment by a Lender to any of its Affiliates or any of its Approved Funds (as the case may be), the Administrative Agent shall acknowledge any such assignment to a Lender, an Affiliate of a Lender or any of its Approved Funds;

(iv) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption via an electronic settlement system acceptable to the Administrative Agent (or, if previously agreed with the Administrative Agent, manually), together with a processing and recordation fee of $3,500 (except, (w) no such fee shall be required when such assignment is made in connection with the primary syndication of the Term Loans, (x) in the case of contemporaneous assignments by any Lender to one or more Approved Funds, only a single processing and recording fee shall be payable for such assignments, (y) no processing and recording fee shall be payable for assignments among Approved Funds or among any Lender and any of its Affiliates or Approved Funds and (z) the Administrative Agent, in its sole discretion, may elect to waive such processing and recording fee in the case of any assignment). Each Eligible Assignee that is not an existing Lender shall deliver to the Administrative Agent an Administrative Questionnaire;

(v) no such assignment shall be made (A) to any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this subclause (A), (B) to any natural person, (C) to any Disqualified Institution, to the extent the list of Disqualified Institutions has been made available, or is available upon request of the Administrative Agent, to the Lenders or (D) to Parent, Holdings, the Borrowers or any of their Subsidiaries or any Affiliate of Parent;

(vi) [reserved];

(vii) the assigning Lender shall deliver any Notes or, in lieu thereof, a lost note affidavit and indemnity reasonably acceptable to the Borrowers evidencing such Notes to the Borrowers or the Administrative Agent;

(viii) in connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrowers and the Administrative Agent, the applicable Pro Rata Share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent or Lender hereunder (and interest accrued thereon) and (y) acquire (and fund as appropriate) its full Pro Rata Share of all Loans in accordance with its Pro Rata Share; provided that notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable Law without compliance with the provisions of this clause, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs. Notwithstanding the foregoing, the Lenders acknowledge and agree that the Administrative Agent shall not (x) be obligated to ascertain, monitor or inquire as to whether any Lender or Participant or prospective Lender or Participant is a Disqualified Institution or Defaulting Lender or (y) have any liability with respect to or arising out of any assignment or participation of loans, or disclosure of confidential information, to, or the restrictions on any exercise of rights or remedies of, any Disqualified Institution or Defaulting Lender;

(ix) the Eligible Assignee confirms its status pursuant to Section 3.01(g) and delivers to the Borrowers and the Administrative Agent documentation pursuant to Section 3.01(g); and

(x) the Eligible Assignee shall not be entitled to receive any greater payment under Section 3.01, 3.04 or 3.05 than the assigning Lender would have been entitled to receive with respect to the Commitment(s) and the Loans assigned to such Eligible Assignee, had such assignment not taken place.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to Section 10.07(c), from and after the effective date specified in each Assignment and Assumption, the Eligible Assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of, and subject to the obligations pursuant to, Sections 3.01, 3.04, 3.05, 10.04 and 10.05 with respect to facts and circumstances occurring prior to the effective date of such assignment, and subject to the obligations set forth in Section 10.08). Upon request, and the surrender by the assigning Lender of its Note, the Borrowers (at their expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement (other than any purported assignment or transfer to a Disqualified Institution, to the extent the list of Disqualified Institutions has been made available, or is available upon the request of the Administrative Agent, to the Lenders) that does not comply with this clause (b) shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 10.07(d).

(c) The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrowers (and such agency being solely for tax purposes), shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register in which it shall record the names and addresses of the Lenders, and the Commitments of, and principal amounts of (and stated interest amounts on) the Loans and amounts due under Section 2.03, owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, absent manifest error, and the Borrowers, the Agents and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. In addition, the Administrative Agent shall maintain on the Register information regarding the designation, and revocation of designation, of any Lender as

Defaulting Lender. The Register shall be available for inspection by the Borrowers, any Agent and any Lender, at any reasonable time and from time to time upon reasonable prior notice; provided that the Register shall only be available to each Lender in respect of itself. This Section 10.07(c) and Section 2.11 shall be construed so that all Loans are at all times maintained in "registered form" within the meaning of Section 163(f) of the Code and any related final or proposed Treasury regulations (or any other relevant or successor provisions of the Code or of such Treasury regulations).

(d) Any Lender may at any time, sell participations to any Person (other than a natural person, a Person that the Administrative Agent has identified in a notice to the Lenders as a Defaulting Lender or a Disqualified Institution, to the extent the list of Disqualified Institutions has been made available, or is available upon the request of the Administrative Agent, to the Lenders) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrowers, the Agents and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and the other Loan Documents and to approve any amendment, modification or waiver of any provision of this Agreement or any other Loan Document; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in the first proviso to Section 10.01 that directly and adversely affects such Participant. Subject to Section 10.07(e), the Borrowers agree that each Participant shall be entitled to the benefits and obligations of Sections 3.01, 3.04 and 3.05 (subject to the requirements and the limitations of such Sections and Section 3.08 (it being understood that the documentation required under Section 3.01(g) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 10.07(b). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.09 as though it were a Lender; provided such Participant agrees to be subject to Section 2.13 as though it were a Lender. Notwithstanding anything to the contrary herein, any Lender (or any Lender acting in an equivalent capacity) may sub-participate or sub-contract any of its obligations under this Agreement without providing prior written notice to the Borrowers.

(e) A Participant shall not be entitled to receive any greater payment under Section 3.01, 3.04 or 3.05 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, except to the extent such entitlement to receive a greater payment results from a change in Law that occurs after the Participant acquired the applicable participation.

(f) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) (other than to a Disqualified Institution, to the extent the list of Disqualified Institutions has been made available, or is available upon request of the Administrative Agent, to the Lenders, or to a natural person) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or any central bank having jurisdiction over such Lender; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Notwithstanding anything to the contrary herein, any Lender (a "Granting Lender") may grant to a special purpose funding vehicle identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrowers (an "SPC") the option to provide all or any part of any Loan that such Granting Lender would otherwise be obligated to make pursuant to this Agreement; provided that (i) such SPC confirms its status pursuant to Section 3.01(g) and delivers to the Borrowers and Administrative Agent documentation pursuant to Section 3.01(g), (ii) nothing herein shall constitute a commitment by any SPC to fund any Loan, and (iii) if an SPC elects not to exercise such option or otherwise fails to make all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof or, if it fails to do so, to make such payment to the Administrative Agent as is required under Section 2.12(b)(i). Each party hereto hereby agrees that an SPC shall be entitled to the benefits and subject to the obligations of Sections 3.01, 3.04 and 3.05 (subject to the requirements and the limitations of such Sections and Section 3.08 (it being understood that the documentation required under Section 3.01(g) shall be delivered to the participating Lender)); provided that neither the grant to any SPC nor the exercise by any SPC of such option shall increase the costs or expenses or otherwise increase or change the obligations

of the Borrowers under this Agreement (including under Section 3.01, 3.04 or 3.05, except to the extent an entitlement to receive a greater payment results from a change in Law that occurs after the grant was made to such SPC). Each party hereto further agrees that (i) no SPC shall be liable for any indemnity or similar payment obligation under this Agreement for which a Lender would be liable, and (ii) the Granting Lender shall for all purposes, including the approval of any amendment, waiver or other modification of any provision of any Loan Document, remain the Lender of record hereunder. Other than as expressly provided in this Section 10.07(g), (A) such Granting Lender's obligations under this Agreement shall remain unchanged, (B) such Granting Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrowers, the Agents and the other Lenders shall continue to deal solely and directly with such Granting Lender in connection with such Granting Lender's rights and obligations under this Agreement. The making of a Loan by an SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior debt of any SPC, it will not, other than in respect of matters unrelated to this Agreement or the transactions contemplated hereby, institute against, or join any other Person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency, or liquidation proceeding under the laws of the United States or any State thereof. Notwithstanding anything to the contrary contained herein, any SPC may (i) with notice to, but without prior consent of the Borrowers and the Administrative Agent and with the payment of a processing fee of $3,500, assign all or any portion of its rights hereunder with respect to any Loan to the Granting Lender and (ii) subject to Section 10.08, disclose on a confidential basis any non-public information relating to its funding of Loans to any rating agency, commercial paper dealer or provider of any surety or Guarantee or credit or liquidity enhancement to such SPC.

(h) Notwithstanding anything to the contrary herein, any Lender that is a Fund may create a security interest in all or any portion of the Loans owing to it and the Note, if any, held by it to the trustee for holders of obligations owed, or securities issued, by such Fund as security for such obligations or securities; provided that unless and until such trustee actually becomes a Lender in compliance with the other provisions of this Section 10.07, (i) no such pledge shall release the pledging Lender from any of its obligations under the Loan Documents, and (ii) such trustee shall not be entitled to exercise any of the rights of a Lender under the Loan Documents even though such trustee may have acquired ownership rights with respect to the pledged interest through foreclosure or otherwise.

(i) [reserved].

(j) [reserved].

(k) The applicable Lender, acting solely for this purpose as a non-fiduciary agent of the Borrowers, shall maintain a register on which it enters the name and address of (i) each SPC (other than any SPC that is treated as a disregarded entity of the Granting Lender for U.S. federal income tax purposes) that has exercised its option pursuant to Section 10.07(g) and (ii) each Participant, and the amount of each such SPC's and Participant's interest in such Lender's rights and/or obligations under this Agreement (including the principal amounts of (and stated interest on) each SPC's and Participant's interest in the Loans or other obligations under the Loan Documents) complying with the requirements of Section 163(f) of the Code and the United States Treasury Regulations (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary in connection with a Tax audit or other proceeding to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations and Section 1.163-5(b) of the proposed United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and the Borrowers and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of the applicable rights and/or obligations of such Lender under this Agreement, notwithstanding notice to the contrary.

(l) In the event that a transfer by any of the Secured Parties of its rights and/or obligations under this Agreement (and/or any relevant Loan Document) occurred or was deemed to occur by way of novation, the Borrowers and any other Loan Parties explicitly agree that all Liens and guarantees created under any Loan Documents shall be preserved for the benefit of the new Lender and the other Secured Parties.

(m) Notwithstanding anything to the contrary set forth herein, the Swedish Borrower may approve assignments to Disqualified Institutions in its sole discretion, and any such assignments shall be subject to the express written approval of the Swedish Borrower.

Section 10.08 Confidentiality. Each of the Agents and the Lenders agrees to maintain the confidentiality of the Information, except that Information may be disclosed (a) to its Affiliates and to its and its Affiliate's respective partners, directors, officers, employees, trustees, leverage facility providers, financing sources, representatives and agents, including accountants, legal counsel and other advisors and service providers on a need to know basis (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential in accordance with customary practices); (b) to the extent requested by any regulatory authority having jurisdiction over such Agent, Lender or its respective Affiliates or in connection with any pledge or assignment permitted under Section 10.07(f); (c) in any legal, judicial or administrative proceeding or other compulsory process or otherwise as required by applicable Laws or regulations or by any subpoena or similar legal process, in each case based upon the reasonable advice of the disclosing Agent's or Lender's legal counsel (in which case the disclosing Agent or Lender, as applicable, agrees (except with respect to any audit or examination conducted by bank accountants or any governmental bank regulatory authority exercising examination or regulatory authority), to the extent not prohibited by applicable Law, to promptly notify the Borrowers after such disclosure); (d) to any other party to this Agreement; (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder; (f) subject to an agreement containing provisions substantially the same (or at least as restrictive) as those of this Section 10.08 (or as may otherwise be reasonably acceptable to the Borrowers), to any Eligible Assignee of or Participant in, or any prospective Eligible Assignee of or Participant in, any of its rights or obligations under this Agreement; provided, that no such disclosure shall be made by such Lender or such Agent or any of their respective Affiliates to any such Person that is a Disqualified Institution (but with respect to any Lender and its Affiliates, only to the extent the list of Disqualified Institutions has been made available, or is available upon request of the Administrative Agent to such Lender); (g) with the written consent of the Swedish Borrower; (h) to the extent such Information becomes publicly available other than as a result of a breach of this Section 10.08; (i) to any state, federal or foreign authority or examiner (including the National Association of Insurance Commissioners or any other similar organization) regulating any Lender; (j) to any rating agency when required by it (it being understood that, prior to any such disclosure, such rating agency shall undertake to preserve the confidentiality of any Information relating to the Loan Parties received by it from such Lender); (k) to the CUSIP Service Bureau or any similar agency in connection with the application, issuance, publishing and monitoring of CUSIP numbers of other market identifiers with respect to the credit facilities provided hereunder; (l) to any contractual counterparty in any swap, hedge, or similar agreement or to any such contractual counterparty's professional advisor (other than a Disqualified Institution (but with respect to any Lender, only to the extent the list of Disqualified Institutions has been made available, or is available upon request of the Administrative Agent, to such Lender)); or (m) to insurance companies and insurance brokers for the purposes of procuring credit risk insurance. In addition, the Agents and the Lenders may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry, and service providers to the Agents and the Lenders in connection with the administration and management of this Agreement, the other Loan Documents, the Commitments, and the Credit Extensions; provided that such Person is advised and agrees to be bound by the provisions of this Section 10.08.

For the purposes of this Section 10.08, "Information" means all information received from any Loan Party or any Subsidiary thereof relating to any Loan Party or any Subsidiary thereof or their respective businesses, other than any such information that is publicly available to any Agent or any Lender prior to disclosure by any Loan Party other than as a result of a breach of this Section 10.08 by such Lender or Agent. Any Person required to maintain the confidentiality of Information as provided in this Section 10.08 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Administrative Agent and the Lenders acknowledges that (i) the Information may include material non-public information concerning Parent or any of its Subsidiaries, (ii) it has developed compliance procedures regarding the use of material non-public information and (iii) it will handle such material non-public information in accordance with applicable Law, including United States federal and state securities Laws.

Section 10.09 Set-off. In addition to any rights and remedies of the Lenders provided by Law, upon the occurrence and during the continuance of any Event of Default, each Secured Party, together with each of its Affiliates, is authorized at any time and from time to time, after obtaining the prior written consent of the Administrative Agent in accordance with Section 8.02, without prior notice to the Borrowers or any other Loan Party, any such notice being waived by Parent, Holdings and each Borrower (on its own behalf and on behalf of each Loan Party) to the fullest extent permitted by Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in any currency), other than deposits in fiduciary accounts as to which a Loan Party is acting as fiduciary for another Person who is not a Loan Party and other than payroll or trust fund accounts, at any time held by, and other Indebtedness (in any currency) at any time owing by, such Lender to or for the credit or the account of the respective Loan Parties against any and all Obligations owing to such Secured Party hereunder or under any other Loan Document, now or hereafter existing, irrespective of whether or not such Agent or such Lender or Affiliate shall have made demand under this Agreement or any other Loan Document and although such Obligations may be contingent or unmatured or denominated in a currency different from that of the applicable deposit or Indebtedness or are owed to a branch or office of such Lender or Affiliate different from the branch or office holding such deposit or obligated on such Indebtedness; provided that in the event that any Defaulting Lender or any of its Affiliates shall exercise any such right of set-off, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.17 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders, and (y) such Defaulting Lender or Affiliate thereof shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender or Affiliate as to which it exercised such right of set-off. Each Secured Party agrees promptly to notify the Borrowers and the Administrative Agent after any such set-off and application made by such Secured Party or any of its Affiliates; provided, however, that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Administrative Agent and each Secured Party under this Section 10.09 are in addition to other rights and remedies (including other rights of set-off) that the Administrative Agent and such Secured Party may have.

Section 10.10 Interest Rate Limitation. Notwithstanding anything to the contrary in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "Maximum Rate"). If any Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrowers. In determining whether the interest contracted for, charged, or received by an Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

Section 10.11 Counterparts. This Agreement and each other Loan Document may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier or other electronic transmission of an executed counterpart of a signature page to this Agreement and each other Loan Document shall be effective as delivery of an original executed counterpart of this Agreement and such other Loan Document. The Agents may also require that any such documents and signatures delivered by telecopier or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier or other electronic transmission.

Section 10.12 Integration; Effectiveness. This Agreement and the other Loan Documents, and those provisions of the engagement letter and fee letter separately entered into between the Borrower and JPMorgan and of each Fee Letter that, by its terms, survive the Closing Date, constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. It is expressly agreed and confirmed by the parties hereto that the provisions of the Fee Letters shall survive the execution and delivery of this Agreement, and the occurrence of the Closing Date, and shall continue in effect thereafter in accordance with their terms. In the event of any conflict between the provisions of this Agreement and those of any other Loan Document, the provisions of this Agreement shall control; provided that the inclusion of supplemental rights or remedies in favor of the Agents or the Lenders in any other Loan Document shall not be deemed a conflict with this Agreement; provided further that in the event of any conflict between this Agreement and the

Intercreditor Agreement, the Intercreditor Agreement shall govern and control. Each Loan Document was drafted with the joint participation of the respective parties thereto and shall be construed neither against nor in favor of any party, but rather in accordance with the fair meaning thereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto as of the date hereof.

Section 10.13 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by each Agent and each Lender, regardless of any investigation made by any Agent or any Lender or on their behalf and notwithstanding that any Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Loan or any other Obligation (other than contingent indemnification or other obligations) hereunder shall remain unpaid or unsatisfied.

Section 10.14 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Without limiting the foregoing provisions of this Section 10.14, if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Lenders shall be limited by Debtor Relief Laws then such provisions shall be deemed to be in effect only to the extent not so limited.

Section 10.15 Governing Law; Jurisdiction; Etc.

(a) Governing Law. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) Submission to Jurisdiction. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN), OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, THE SECURITY AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) Waiver of Venue. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT

MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN CLAUSE (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) Process Agent. Each Borrower, Parent and Holdings hereby irrevocably appoints, and appoints on behalf of themselves and on behalf of each Subsidiary (other than the U.S. Borrower) that is a Loan Party (each such Loan Party, a "Foreign Loan Party") the U.S. Borrower (in such capacity, the "Process Agent"), as its agent to receive on behalf of each Foreign Loan Party service of the summons and complaint and any other process which may be served in any action or proceeding described above. Such service may be made by mailing or delivering a copy of such process to each Foreign Loan Party in care of the Process Agent at the address specified for such Process Agent, and such Foreign Loan Party hereby irrevocably authorizes and directs the Process Agent to accept such service on its behalf. Each Foreign Loan Party covenants and agrees that, for so long as it shall be bound under this Agreement or any other Loan Document, it shall maintain a duly appointed agent for the service of summons and other legal process in New York, New York, United States of America, for the purposes of any legal action, suit or proceeding brought by any party in respect of this Agreement or such other Loan Document and shall keep the Agents advised of the identity and location of such agent. If for any reason there is no authorized agent for service of process in New York, each Foreign Loan Party irrevocably consents to the service of process out of the said courts by mailing copies thereof by registered United States air mail postage prepaid to it at its address specified in Section 10.02. Nothing in this Section 10.15 shall affect the right of any Secured Party to (i) commence legal proceedings or otherwise sue any Foreign Loan Party in the country in which it is domiciled or in any other court having jurisdiction over such Foreign Loan Party or (ii) serve process upon any Foreign Loan Party in any manner authorized by the laws of any such jurisdiction.

Section 10.16 Service of Process. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 AND, AS APPLICABLE, PURSUANT TO SECTION 10.15(d). NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

Section 10.17 Waiver of Right to Trial by Jury. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 10.17 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 10.18 Binding Effect. When this Agreement shall have become effective in accordance with Section 10.12, it shall thereafter shall be binding upon and inure to the benefit of Parent, the Borrowers, each Agent and each Lender and their respective successors and permitted assigns, except that the Borrowers shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of the Lenders, except as permitted by Section 7.03.

Section 10.19 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), each of the Borrowers and Parent acknowledges and agrees, and each of them acknowledges and agrees that it has informed its other Affiliates, that: (i) (A) no fiduciary, advisory or agency relationship between any of Parent and its Subsidiaries and any Agent, Lender or Arranger is intended to be or has been created in respect of any of the transactions contemplated hereby and by the other Loan Documents, irrespective of whether any Agent, Lender or any Arranger has advised or is advising Parent and its Subsidiaries on other matters, (B) the arranging and

other services regarding this Agreement provided by the Agents, the Lenders and the Arrangers are arm's-length commercial transactions between Parent and its Subsidiaries, on the one hand, and the Agents, the Lenders and the Arrangers, on the other hand, (C) each of the Borrowers and Parent has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (D) each of the Borrowers and Parent is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) each Agent, Lender and Arranger is and has been acting solely as a principal and, except as may otherwise be expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for Parent or the Borrowers or any of their respective Affiliates, or any other Person and (B) neither any Agent, Lender nor any Arranger has any obligation to Parent or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Agents, the Lenders and the Arrangers and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of Parent, the Borrowers and their respective Affiliates, and neither any Agent, any Lender nor any Arranger has any obligation to disclose any of such interests and transactions to Parent, the Borrowers or their respective Affiliates. To the fullest extent permitted by law, each of the Borrowers and Parent hereby waives and releases and agrees not to assert any claims that it may have against the Agents, the Arrangers and the Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 10.20 Other Activities. The Borrowers and Parent acknowledge that each Agent and each Arranger (and their respective Affiliates) is a full service securities firm engaged, either directly or through affiliates, in various activities, including securities trading, investment banking and financial advisory, investment management, principal investment, hedging, financing and brokerage activities and financial planning and benefits counseling for both companies and individuals. In the ordinary course of these activities, any of them may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and/or financial instruments (including bank loans) for their own account and for the accounts of customers and may at any time hold long and short positions in such securities and/or instruments. Such investment and other activities may involve securities and instruments of Parent and its Affiliates, as well as of other entities and persons and their Affiliates which may (i) be involved in transactions arising from or relating to the engagement contemplated hereby and by the other Loan Documents, (ii) be customers or competitors of Parent and its Affiliates or (iii) have other relationships with Parent and its Affiliates. In addition, any Agent or Arranger or Affiliate thereof may provide investment banking, underwriting and financial advisory services to such other entities and persons. It may also co-invest with, make direct investments in, and invest or co-invest client monies in or with funds or other investment vehicles managed by other parties, and such funds or other investment vehicles may trade or make investments in securities of Parent and its Affiliates or such other entities. The transactions contemplated hereby and by the other Loan Documents may have a direct or indirect impact on the investments, securities or instruments referred to in this Section 10.20.

Section 10.21 Electronic Execution of Assignments and Certain Other Documents. The words "execute," "execution," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation Assignment and Assumptions, amendments or other modifications, Committed Loan Notices, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved in writing by the Administrative Agent or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 10.22 USA PATRIOT Act. Each Lender that is subject to the PATRIOT Act and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Loan Parties that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001, as amended from time to time)) (the "PATRIOT Act") and the Beneficial Ownership Regulation, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Loan Party in accordance with the PATRIOT Act and the Beneficial Ownership Regulation. Each Loan Party shall, promptly following a reasonable request in writing by the Administrative Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender requests in order to comply with its ongoing

obligations under applicable "know your customer" rules and Anti-Money Laundering Laws, including the PATRIOT Act and the Beneficial Ownership Regulation.

Section 10.23 Judgment Currency. If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or under any other Loan Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of any Borrower in respect of any such sum due from it to the Administrative Agent or the Lenders hereunder or under the other Loan Documents shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the "Agreement Currency"), be discharged only to the extent that on the Business Day following receipt by the Administrative Agent of any sum adjudged to be so due in the Judgment Currency, the Administrative Agent may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Administrative Agent from the Borrowers in the Agreement Currency, the Borrowers agree, as a separate obligation and notwithstanding any such judgment, to indemnify the Administrative Agent or the Person to whom such obligation was owing against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to the Administrative Agent in such currency, the Administrative Agent agrees to return the amount of any excess to the Borrowers (or to any other Person who may be entitled thereto under applicable Law).

Section 10.24 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Lender that is an Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any Lender that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any applicable Resolution Authority.

Section 10.25 Acknowledgment Regarding Any Supported QFCs.

(a) To the extent that the Loan Documents provide support, through a guarantee or otherwise, for any agreement or instrument that is a QFC (such support, "QFC Credit Support" and each such QFC, a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States).

(b) In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate) of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

(c) As used in this Section 10.25, the following terms have the following meanings:

"BHC Act Affiliate" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"Covered Entity" means any of the following:

(i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

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Exhibit B

[See attached].

FORM OF COMPLIANCE CERTIFICATE[1]

Financial Statement Date: _____, 20__

To:

J.P. MORGAN SE
Attn: Tristan Rozea, Client Processing Specialist
500 Stanton Christiana Road, NCC5, Floor 1
Newark, DE 19713-2107
Tel: 1-302-634-2114
Email: Tristan.rozea@chase.com

Reference is hereby made to that certain Credit Agreement, dated as of April 18, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among OATLY GROUP AB (PUBL), a limited liability company organized under the laws of Sweden with registered number 559081-1989 ("Parent"), OATLY INC., a Delaware limited liability company (the "U.S. Borrower"), OATLY AB, a limited liability company organized under the laws of Sweden with registered number 556446-1043 (the "Swedish Borrower" and, together the U.S. Borrower, the "Borrowers"), each lender from time to time party thereto, J.P. MORGAN SE, as Administrative Agent and WILMINGTON TRUST (LONDON) LIMITED as Security Agent. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

Each of the undersigned Responsible Officers hereby certifies as of the date hereof, solely in such Person's capacity as a Responsible Officer of Parent, and not in such Person's personal or individual capacity and without personal liability, that he/she is an authorized signatory of Parent, and that, as such, he/she is authorized to execute and deliver this compliance certificate (this "Certificate") to the Administrative Agent on the behalf of Parent, and that:

[Use following paragraph 1 for fiscal year-end financial statements]

1. [Attached hereto as Schedule 1 are the year-end audited consolidated financial statements required by Section 6.01(a) of the Credit Agreement for the fiscal year ended as of the above date, together with the opinion of an independent registered public accounting firm required by such section.]/[The year-end audited consolidated financial statements required by Section 6.01(a) of the Credit Agreement have been made publicly available on Parent's website in accordance with the Listing Rules.]

[Use following paragraph 1 for first, second and third fiscal quarter financial statements]

1. [Attached hereto as Schedule 1 are the quarterly financial statements required by Section 6.01(c) of the Credit Agreement for the fiscal quarter ended as of the above date.]/[The quarterly financial statements required by Section 6.01(c) of the Credit Agreement has been made publicly available on Parent's website in accordance with the Listing Rules.]

[1] In the event of any conflict or inconsistency between this Form of Compliance Certificate and the Credit Agreement, the Credit Agreement shall control, govern and prevail.

2. The undersigned has reviewed and is familiar with the terms of the Credit Agreement and has made, or has caused to be made under his/her supervision, a review of the activities of Parent during such fiscal period.

[select one:]

[To the knowledge of the undersigned no Default has occurred and is continuing.]

--or--

[The following is a list of each Default that has occurred and is continuing and its nature and status:]

3. Attached hereto as Schedule 2E are reasonably detailed calculations showing Excess Cash Flow for the fiscal year ended [_____].[2]

4. The calculations of Consolidated EBITDA, Europe & International EBITDA, Liquidity and the Total Net Leverage Ratio set forth on Schedule 2 attached here are true and accurate in all material respects on and as of the date of this Certificate.

5. [The Guarantor Coverage [has]/[has not] been satisfied on and as of the date of this Certificate.][3]

[2] To be included only when this Certificate is being delivered with respect to the year-end audited consolidated financial statements required by Section 6.01(a) of the Credit Agreement (commencing with the fiscal year ending December 31, 2023).

[3] To be included only when this Certificate is being delivered with respect to the year-end audited consolidated financial statements required by Section 6.01(a) of the Credit Agreement (commencing with the fiscal year ending December 31, 2023).

IN WITNESS WHEREOF, each of the undersigned, solely in such Person's capacity as a Responsible Officer of Parent, and not in such Person's personal or individual capacity and without personal liability, has executed this Certificate as of _____, _____.

For and on behalf of:

OATLY GROUP AB (PUBL)

By:
Name:
Title:

By:
Name:
Title:

For the Fiscal Quarter/ Year ended _____ ("***Statement Date***")

SCHEDULE 2A
to the Compliance Certificate
($ in 000's)

Minimum EBITDA

1. Consolidated operating profit of the Group before taxation	$
2. before deducting any items accounted for as financial expenses under the Accounting Principles (other than any interest expenses of any Capitalized Lease Obligations) whether paid, payable or capitalized by any member of the Group (calculated on a consolidated basis) in respect of that Test Period;	$
3. not including any items accounted for as financial income under the Accounting Principles whether paid or payable to or capitalized in favor of any member of the Group (calculated on a consolidated basis) in respect of that Test Period;	$
4. after adding back any non-cash amount attributable to the amortization, depreciation or impairment of assets of members of the Group (and taking no account of the reversal of any previous impairment charge made in that Test Period);	$
5. not including any accrued interest owing to any member of the Group;	$
6. before taking into account any Exceptional Items[4];	$
7. before taking into account (i) any legal settlement costs relating to the class action securities lawsuits against the Company referred to as (A) In re Oatly Group AB Sec. Litig., CA No. 1:21-cv-06360-AKH (S.D.N.Y.) and (B) Hipple v. Oatly Group AB, et al., Index No. 151432/2022 (N.Y. Sup. Ct.) (Borrok, J.) required to be paid by the Group during the 2024 calendar year in an aggregate amount not exceeding $9,250,000 and (ii) any provision therefor[5];	$

[4] The aggregate amount of all Exceptional Items and Pension Items increasing Consolidated EBITDA for any Test Period, together with the aggregate amount of Pro Forma Adjustments increasing Consolidated EBITDA for such Test Period shall not exceed the greater of (A) SEK 100,000,000 (or its equivalent in other currencies) and (B) 15% of Consolidated EBITDA for such Test Period (measured after giving effect to such adjustments).

[5] The aggregate maximum amount excluded from Consolidated EBITDA for any Test Period pursuant to this clause (7) shall not exceed $9,250,000 in the aggregate.

8. before taking into account (i) any legal settlement costs and other fees, costs and expenses incurred by the Group in connection with the New Product Launch in an aggregate amount not exceeding $12,600,000 and (ii) any provision therefor[6]; $

9. excluding any DFW and PB Facility Closure Costs[7]; $

10. excluding (i) any Greater China and Singapore Facility Closure Costs in an aggregate amount not exceeding $35,000,000 and (ii) any provision therefor[8];

11. before deducting any Transaction Costs[9]; $

12. after deducting the amount of any profit (or adding back the amount of any loss) of any member of the Group which is attributable to minority interests; $

13. plus or minus the Group's share of the profits or losses (after finance costs and tax) of non-Group entities; $

14. before taking into account any unrealized gains or losses on any derivative instrument (other than any derivative instrument which is accounted for on a hedge accounting basis); $

15. before taking into account any non-cash gain or loss arising from an upward or downward revaluation of any other asset or on a disposal of any asset (not being a disposal made in the ordinary course of trading); $

16. before taking into account any pension items ("Pension Items")[10]; $

---

[6] The aggregate maximum amount excluded from Consolidated EBITDA for any Test Period pursuant to this clause (8) shall not exceed $12,600,000.

[7] (i) The aggregate amount excluded from Consolidated EBITDA pursuant to this clause (9) shall not exceed $50,000,000 in the aggregate for all Test Periods and (ii) if on or after January 1, 2024 but prior to December 31, 2024 the Loan Parties shall not have received cash consideration for Dispositions of Dallas-Fort Worth Facility Assets and Peterborough Facility Assets in the aggregate amount of at least $20,000,000 (when aggregated with any cash proceeds received by the Loan Parties during the same period attributable to the return, cancellation or termination of any delivery, order, contract or other agreement relating to the Peterborough Facility and/or the Dallas-Fort Worth Facility), then with respect to the Test Period ending on or about December 31, 2024 and any Test Period ending thereafter, only 50% of the applicable DFW and PB Facility Closure Costs may be excluded from Consolidated EBITDA for each such Test Period pursuant to this clause (9).

[8] The aggregate maximum amount excluded from Consolidated EBITDA for any Test Period pursuant to this clause (10) shall not exceed $35,000,000.

[9] The aggregate amount excluded from Consolidated EBITDA pursuant to this clause (11) shall not exceed $20,000,000 in the aggregate for all Test Periods (other than any costs relating to any reorganization permitted by the Loan Documents.

[10] The aggregate amount of all Exceptional Items and Pension Items increasing Consolidated EBITDA for any Test Period, together with the aggregate amount of Pro Forma Adjustments increasing Consolidated EBITDA for such Test Period shall not exceed the greater of (A) SEK 100,000,000 (or its equivalent in other currencies) and (B) 15% of Consolidated EBITDA for such Test Period (measured after giving effect to such adjustments).

17. after adding back (to the extent otherwise deducted) any provisions or costs relating to any share option or incentive schemes of the Group; and $

18. excluding the charge to profit represented by the expensing of stock options, $

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 in each case for that Test Period.

Consolidated EBITDA $

SCHEDULE 2B
to the Compliance Certificate
($ in 000's)

Minimum Liquidity

A. Unrestricted Cash held by the Loan Parties at such time	$
plus	
B. Available undrawn Sustainable Revolving Credit Facility Commitments (which, for the avoidance of doubt, shall include for purposes of such calculation (i) the amount of such Sustainable Revolving Credit Facility Commitments that are not permitted to be drawn as a result of (x) the RCF Draw-Stop or (y) the RCF Draw-Stop Schedule and (ii) available undrawn Ancillary Commitments (as such term is defined in the Sustainable Revolving Credit Facility Agreement) to the extent relating to an Ancillary Facility (as such term is defined in the Sustainable Revolving Credit Facility Agreement) which is (x) a committed facility and (y) if subject to a borrowing base, the borrowing base is complied with)[11]	$
Liquidity	$

[11] Solely for the purpose of these calculations, undrawn Sustainable Revolving Credit Facility Commitments denominated in SEK shall be converted to Dollars at the currency exchange rate of 1SEK to 0.0952381 Dollars.

SCHEDULE 2C
to the Compliance Certificate
($ in 000's)

Minimum Europe & International EBITDA

A. Consolidated EBITDA attributable solely to the Europe & International Group (for the avoidance of doubt eliminating Consolidated EBITDA attributable to Subsidiaries that are not in the Europe & International Group)		$
Minus		
B. any corporate overhead, headquarters and other similar costs which are excluded from the Group's 'Europe & International' EBITDA in accordance with the Accounting Principles as applied in the financial model relating to the Group dated December 7, 2023	$	
Europe & International EBITDA	$	

SCHEDULE 2D
to the Compliance Certificate
($ in 000's)

I. Total Net Leverage Ratio.

A. Consolidated EBITDA		$
B. Consolidated Funded Indebtedness (less Unrestricted Cash):		
Consolidated Funded Indebtedness of the Borrower Parties on the last day of the most recently ended Test Period prior to such date	$	
Minus		
the Unrestricted Cash of the Borrower Parties as of the last day of the most recently ended Test Period prior to such date such aggregate amount not to exceed $25,000,000	$	
Consolidated Funded Indebtedness (less Unrestricted Cash)	$	
C. Total Net Leverage Ratio:		
Consolidated Funded Indebtedness (less Unrestricted Cash)	$	
Divided by		
The greater of (x) Consolidated EBITDA and (y) zero		$
Total Net Leverage Ratio:	: **1.00**	

SCHEDULE 2E
to the Compliance Certificate ($ in 000's)

Excess Cash Flow Calculation: For the fiscal year ended [__] of Parent:

1. Consolidated Net Income of Parent and its Restricted Subsidiaries for such Excess Cash Flow Period:

(a) all net after-tax extraordinary, nonrecurring, exceptional or unusual gains, losses, expenses and charges, and in any event including, without limitation, all restructuring, severance, relocation, retention and completion bonuses or payments, consolidation, integration or other similar charges and expenses, contract termination costs, system establishment charges, charitable donations, integration costs, conversion costs, start-up or closure or transition costs, expenses related to any reconstruction, decommissioning, recommissioning or reconfiguration of fixed assets for alternative uses, fees, expenses or charges relating to curtailments, settlements or modifications to pension and post-retirement employee benefit plans in connection with the Transactions or any acquisition or Permitted Investment, expenses associated with strategic initiatives, facilities shutdown and opening costs, and any fees, expenses, charges or change in control payments related to the Transactions or any acquisition or Permitted Investment (including any transition-related expenses (including retention or transaction-related bonuses or payments) incurred before, on or after the Closing Date), shall be excluded; $

(b) the Net Income for such period shall not include the cumulative effect of a change in accounting principles and changes as a result of the adoption or modification of accounting policies during such period, whether effected through a cumulative effect adjustment or a retroactive application, in each case in accordance with IFRS; $

(c) effects of adjustments (including the effects of such adjustments pushed down to Parent and the Subsidiaries) in such Person's consolidated financial statements pursuant to IFRS (including in the property and equipment, software, goodwill, intangible assets, deferred revenue and debt line $

items thereof) resulting from the application of recapitalization accounting, fair value accounting or purchase accounting, as the case may be, in relation to the Transaction or any consummated acquisition or the amortization or write-off of any amounts thereof (including any write-off of in process research and development), net of taxes, shall be excluded;

(d) any net after-tax income, loss, expense or charge from disposed, abandoned, transferred, closed or discontinued operations and any net after-tax gains or losses on disposal of disposed, abandoned, transferred, closed or discontinued operations shall be excluded; $

(e) any net after-tax gains, loss, expense or charge attributable to business dispositions and asset dispositions, including the sale or other disposition of any Equity Interests of any Person, other than in the ordinary course of business (as determined in good faith by such Person, shall be excluded; $

(f) the Net Income for such period of any Person that is not a Subsidiary or that is accounted for by the equity method of accounting, shall be excluded; provided that Parent's or any Restricted Subsidiary's equity in the Net Income of such Person shall be included in the Consolidated Net Income of Parent or such Restricted Subsidiary up to the aggregate amount of dividends or distributions or other payments that are actually paid in cash (or to the extent converted into cash) by such Person to Parent or a Restricted Subsidiary in respect of such period (subject in the case of dividends, distributions or other payments made to a Restricted Subsidiary to the limitations contained in clause (g) below); $

(g) without duplication of provisions under clause (c) of the first paragraph of Section 7.05 of the Credit Agreement with respect to cash dividends or returns on Investments, the Net Income for such period of any Restricted Subsidiary (other than any Borrower or any Subsidiary Guarantor) shall be excluded to the extent the declaration or payment of dividends or similar distributions by that Restricted Subsidiary is not at the date of determination permitted without any prior governmental approval (which has not been obtained) or, directly or indirectly, by the operation of its charter or any agreement,

instrument, judgment, decree, order, statute, rule, or governmental regulation applicable to that Restricted Subsidiary or its stockholders, unless such restriction with respect to the payment of dividends or similar distributions has been legally waived; provided that Consolidated Net Income of Parent will be increased by the amount of dividends or other distributions or other payments actually paid in cash (or to the extent converted into cash) to Parent or any of its Restricted Subsidiaries in respect of such period, to the extent not already included therein (subject, in the case of a dividend to another Restricted Subsidiary (other than the Borrowers or a Guarantor), to the limitation contained in this clause (g));

$

(h) (i) any net unrealized gain or loss (after any offset) resulting in such period from obligations in respect of Swap Contracts and the application of Accounting Standards Codification 815 (Derivatives and Hedging) or any ineffectiveness recognized in earnings related to qualifying hedge transactions or the fair value of changes therein recognized in earnings for derivatives that do not qualify as hedge transactions, in each case, in respect of Swap Contracts, (ii) any net gain or loss resulting in such period from currency translation gains or losses related to currency re-measurements of Indebtedness (including the net loss or gain (A) resulting from Swap Contracts for currency exchange risk and (B) resulting from intercompany Indebtedness) and all other foreign currency translation gains or losses, and (iii) any net after-tax income (loss) for such period attributable to the early extinguishment or conversion of (A) Indebtedness, (B) obligations under any Swap Contracts or (C) other derivative instruments and all deferred financing costs written off or amortized and premiums paid or other expenses incurred directly in connection therewith, shall be excluded; $

(i) any goodwill or impairment charge or asset write-off or write-down, including impairment charges or asset write-offs or write-downs related to intangible assets, long-lived assets, investments in debt and equity securities or as a result of a change in law or regulation, in each case pursuant to IFRS, the amortization of intangibles arising pursuant to IFRS, shall be excluded; $

(j) any expenses, charges or losses or loss of profits that are covered by indemnification or other reimbursement provisions in connection with any Investment, acquisition or any sale, conveyance, transfer or other disposition of assets permitted under the Credit Agreement, to the extent actually reimbursed, or, so long as Parent has made a determination that a reasonable basis exists for indemnification or reimbursement and only to the extent that such amount is in fact indemnified or reimbursed within 365 days of such determination (with a deduction in the applicable future period for any amount so added back to the extent not so indemnified or reimbursed within such 365 days), shall be excluded; $

(k) to the extent covered by insurance and actually reimbursed, or, so long as Parent has made a determination that a reasonable basis exists that such amount will in fact be reimbursed within 365 days of the date of such determination (with a deduction in the applicable future period for any amount so added back to the extent not so reimbursed within such 365 days), expenses, charges or losses or loss of profits with respect to liability or casualty events or business interruption shall be excluded; $

(l) any non-cash compensation charge or expense, including any such charge or expense arising from the grants of stock appreciation or similar rights, stock options, restricted stock or other rights or equity incentive programs shall be excluded, and any cash charges associated with the rollover, acceleration or payout of Equity Interests by, or to, management or other holders, direct or indirect, of Equity Interests of Parent or any of its Restricted Subsidiaries, shall be excluded; $

(m) any income (loss) attributable to deferred compensation plans or trusts and any non-cash deemed finance charges in respect of any pension liabilities or other provisions or on the revaluation of any benefit plan obligation shall be excluded; $

(n) proceeds from any business interruption insurance to the extent not already included in Consolidated Net Income, shall be included; $

(o) the amount of any expense to the extent a corresponding amount is received in cash by Parent and the Restricted Subsidiaries from a Person other $

than Parent or any Restricted Subsidiaries; provided such amount received has not been included in determining Consolidated Net Income, shall be excluded (it being understood that if the amounts received in cash under any such agreement in any period exceed the amount of expense in respect of such period, such excess amounts received may be carried forward and applied against expense in future periods);

(p) cash and non-cash charges, paid or accrued, and gains resulting from the application of IFRS 3 – Business Combinations (including with respect to earn-outs incurred by Parent or any of its Restricted Subsidiaries) shall be excluded; $

(q) all (i) losses, charges and expenses related to the Transactions actually paid in cash within 90 days of the Closing Date, (ii) transaction fees, costs and expenses incurred in connection with the consummation of any equity issuances, investments, acquisitions, dispositions, recapitalizations, mergers, option buyouts and the Incurrence, modification or repayment of indebtedness permitted to be Incurred hereunder (including any Refinancing Indebtedness in respect thereof) or any amendments, waivers or other modifications under the agreements relating to such Indebtedness or similar transactions, and (iii) without duplication of any of the foregoing, non-operating or non-recurring professional fees, costs and expenses for such period will be excluded; $

(r) all amortization and write-offs of deferred financing fees, debt issuance costs, commissions, fees and expenses, costs of surety bonds, charges owed with respect to letters of credit, bankers' acceptances or similar facilities, and expensing of any bridge, commitment or other financing fees (including in connection with a transaction undertaken but not completed), will be excluded; $

(s) all discounts, commissions, fees and other charges (including interest expense) associated with any Receivables Financing will be excluded; $

(t) cash dividends or returns of capital from Investments (such return of capital not reducing the ownership interest in the underlying Investment), in each case received during such period, to the extent not otherwise included in Consolidated Net Income $

for that period or any prior period subsequent to the Closing Date, will be included;

Consolidated Net Income of Parent and its Restricted Subsidiaries: $

minus

2. The sum, without duplication (in each case, for the Swedish Borrower and the Restricted Subsidiaries on a consolidated basis but in the case of any amounts below excluding any such amounts that are already deducted pursuant to Section 2.05(b)(i)(B) of the Credit Agreement in the calculation of any mandatory prepayment obligation under Section 2.05(b)(i) of the Credit Agreement for such Excess Cash Flow Period), of:

(a) cash repayments, prepayments, repurchases, redemptions and other cash payments made with respect to the principal of any Indebtedness (including principal representing capitalized interest) or the principal component of any Capitalized Lease Obligations of such Person or any of its Restricted Subsidiaries during such period and, at the option of the Swedish Borrower, after such period but prior to the date a mandatory prepayment is due and payable for such period pursuant to Section 2.05(b)(i) of the Credit Agreement (excluding voluntary and mandatory prepayments of Term Loans, but including all premium, make-whole or penalty payments paid in cash (to the extent such payments are not expensed during such period or are not deducted in calculating Consolidated Net Income and such payments are not otherwise prohibited under the Credit Agreement) and all cash repayments with respect to revolving Indebtedness to the extent accompanied by a corresponding reduction in commitments; $

(b) (A) cash payments made by such Person or any of its Restricted Subsidiaries during such period in respect of capital expenditures, acquisitions of intellectual property, acquisitions, Investments (except for Investments in cash or Cash Equivalents and Investments in Parent or any Restricted Subsidiaries) and Restricted Payments (excluding Restricted Payments and Permitted Investments among Parent and its Restricted Subsidiaries), other than to the extent such prepayments are funded with the proceeds of long-term Indebtedness (other than revolving Indebtedness) and (B) at the option of the Swedish Borrower, cash payments that such Person $

or any of its Restricted Subsidiaries has committed, budgeted or planned to make or is required to make in respect of capital expenditures, acquisitions of intellectual property, acquisitions and Investments (except for Investments in cash or Cash Equivalents and Investments in Parent or any Restricted Subsidiaries) (excluding Permitted Investments among Parent and its Restricted Subsidiaries) within 365 days after the end of such period; provided that amounts described in this clause (B) will not reduce Excess Cash Flow in subsequent periods, and, to the extent not paid, will increase Excess Cash Flow in the subsequent period;

(c) cash payments made by such Person or any of its Restricted Subsidiaries during such period in respect of Taxes, to the extent such payments exceed the amount of Tax expense deducted in calculating such Consolidated Net Income, other than to the extent such prepayments are funded with the proceeds of long-term Indebtedness (other than revolving Indebtedness); $

(d) [reserved]; $

(e) all cash payments and other cash expenditures made by such Person or any of its Restricted Subsidiaries during such period (A) with respect to items that were excluded in the calculation of such Consolidated Net Income pursuant to clauses (a) through (t) of the definition of "Consolidated Net Income" or (B) that were not expensed during such period in accordance with IFRS;

$

(f) all non-cash credits included in calculating such Consolidated Net Income (including insured or indemnified losses referred to in clauses (j) and (q)) of the definition of "Consolidated Net Income" to the extent not reimbursed in cash during such period); $

(g) an amount equal to the increase in the Working Capital of such Person during such period (measured as the excess, if any, of Working Capital at the end of such Excess Cash Flow Period minus Working Capital at the beginning of such Excess Cash Flow Period) (other than any such increases contemplated by this clause (g) that are directly attributable to acquisitions of a Person or business $

unit by the Swedish Borrower and its Restricted Subsidiaries during such period), if any;

(h) cash payments made in satisfaction of noncurrent liabilities (excluding payments of Indebtedness for borrowed money) not made directly or indirectly using proceeds, payments or any other amounts available from events or circumstances that were not included in determining Consolidated Net Income during such period;

$

(i) to the extent not deducted in arriving at Consolidated Net Income, cash fees, expenses and purchase price adjustments incurred in connection with the Transactions, any acquisition consummated prior to the Closing Date or any Permitted Investment (except for Investments in cash or Cash Equivalents and intercompany Investments), Equity Issuance or debt issuance (whether or not consummated) and any Restricted Payment (excluding Restricted Payments and Permitted Investments among Parent and its Restricted Subsidiaries) made to pay any of the foregoing incurred by the Swedish Borrower; $

(j) the amount of cash payments made in respect of pensions and other postemployment benefits in such period to the extent not deducted in arriving at such Consolidated Net Income; $

(k) solely to the extent not already deducted in calculating Consolidated Net Income, the amount of any unfinanced cash payments made in respect of management incentive payments; and

$

(l) cash payments made by such Person or any of its Restricted Subsidiaries during such period in respect of items for which an accrual or reserve was established in a prior period, in each case to the extent such payments are not expensed during such period or are not deducted in calculating Consolidated Net Income; $

plus

3. the sum, without duplication (in each case, for the Borrowers and the Restricted Subsidiaries on a consolidated basis), of:

(a) all non-cash charges, losses and expenses (including, without limitation, Taxes) of such Person or any of its Restricted Subsidiaries that were deducted in calculating such Consolidated Net Income (provided, in each case, that if any non-cash charge represents an accrual or reserve for cash items in any future period, the cash payment in respect thereof in such future period shall be subtracted from Excess Cash Flow in such future period); *plus* $

(b) an amount equal to the decrease in Working Capital of such Person during such period (measured as the excess, if any, of Working Capital at the beginning of such Excess Cash Flow Period minus Working Capital at the end of such Excess Cash Flow Period) (other than any such decreases contemplated by this clause (ii) that are directly attributable to acquisitions of a Person or business unit by the Swedish Borrower and its Restricted Subsidiaries during such period); *plus* $

(c) all amounts referred to in clauses (2)(a) and (2)(b) above to the extent funded with the proceeds of the issuance or the incurrence of Indebtedness (other than proceeds of revolving loans, unless such proceeds of revolving loans are used to prepay revolving loans). $

Total Excess Cash Flow (1. minus 2. plus 3.):

$

Exhibit C

[See attached].

Schedule 7.01(b)

From and after the Amendment No. 5 Effective Date, the aggregate outstanding principal amount of Indebtedness (excluding amounts (x) outstanding in respect of Ancillary Facilities (as such term is defined in the Sustainable Revolving Credit Facility Agreement) and (y) undrawn letters of credit) under the Sustainable Revolving Credit Facility Agreement ("Subject RCF Indebtedness") permitted under Section 7.01(b) of the Credit Agreement shall not exceed:

(A) until such time that Four Quarter Consolidated EBITDA for two consecutive Test Periods ending after the Amendment No. 5 Effective Date is equal to or greater than $0, $0, and

(B) thereafter, as of any date of determination, the applicable "Maximum Principal Amount" determined by reference to the amount of Four Quarter Consolidated EBITDA from time to time as set forth below:

	"EBITDA"	
Level	Four Quarter Consolidated EBITDA for each of the two most recently ended Test Periods on or prior to such date of determination:	Maximum Principal Amount:
1	Equal to or greater than $0 but less than $25,000,000	$25,000,000
2	Equal to or greater than $25,000,000 but less than $45,000,000	$50,000,000
3	Equal to or greater than $45,000,000 but less than $65,000,000	$100,000,000
4	Equal to or greater than $65,000,000 but less than $75,000,000	$150,000,000
5	Equal to or greater than $75,000,000	The aggregate amount of Indebtedness permitted under clause (i) of Section 7.01(b) of the Credit Agreement

provided that, for purposes of this clause (B), if Four Quarter Consolidated EBITDA as reported for any Test Period is less than the amount of Four Quarter Consolidated EBITDA specified in the column entitled "EBITDA" above for the Level then in effect as of such date of determination, the aggregate outstanding principal amount of Subject RCF Indebtedness shall not exceed the "Maximum Principal Amount" set forth above for the Level that corresponds to the amount of Four Quarter Consolidated EBITDA for such Test Period (without requiring Four Quarter Consolidated EBITDA to meet such Level for two consecutive Test Periods) until such time as another Level set forth above applies (by way of example of the operation of this proviso, if Four Quarter Consolidated EBITDA for each of the Test Periods ending June 30 and September 30, is $26,000,000, Level 2 will be in effect, but if Four Quarter Consolidated EBITDA for the Test Period ending December 31 is $24,000,000, then Level 1 will take effect);

provided further that, if Four Quarter Consolidated EBITDA as reported for any Test Period is less than $0, the aggregate outstanding principal amount of Subject RCF Indebtedness shall not exceed $0.

Exhibit 8.1

Subsidiaries of the Registrant

Legal Name of Subsidiary	Jurisdiction of Organization
Havrekärnan AB	Sweden
Oatly AB	Sweden
Oatly EMEA AB	Sweden
Oatly Sweden Operations & Supply AB	Sweden
Oatly UK Ltd.	United Kingdom
Oatly Germany GmbH	Germany
Oatly US, Inc.	United States
Oatly US Operations & Supply Inc.	United States
Oatly Shanghai Ltd.	China
Oatly Food Co. Ltd.	China
Oatly Hong Kong Holding Ltd.	Hong Kong, China
Oatly Singapore Operations & Supply Pte Ltd.	Singapore

Exhibit 11.1

INSIDER TRADING POLICY

EFFECTIVE AS OF: 2025-01-01

Oatly Group AB (publ) (the "**Company**")
Reg. No. 559081-1989
Ångfärjekajen 8, 211 19 Malmö

POLICY OWNER: THE LEGAL DEPARTMENT

Reviewed: Annually

1.INTRODUCTION

Preventing insider trading is necessary to comply with securities laws and to preserve the reputation and integrity of the Company as well as that of all persons affiliated with the Company.

“Insider trading” occurs when any person purchases or sells a security while in possession of inside information relating to the security or the issuer of the security. As explained in Section 3 below, “inside information” is information that is both “material” and “non-public”.

Insider trading is a crime. The penalties for violating insider trading laws include imprisonment, disgorgement of profits, civil fines and significant criminal fines. Insider trading is also prohibited by this insider trading policy (the “**Policy**”), and violation of this Policy may result in Company-imposed sanctions, including termination of employment for cause.

This Policy applies to all officers, directors, employees and consultants of the Company. Covered Persons (as defined below) are responsible for ensuring that members of their households also comply with this Policy, as well as other family members of a Covered Person whose trading is directed by such Covered Person or is subject to the Covered Person’s influence or control (such as parents or children who consult with them before they trade). This Policy also applies to any entities controlled by individuals subject to the Policy, including any corporations, limited liability companies, partnerships or trusts (such entities, together with all officers, directors, employees and consultants of the Company, are defined as the “**Covered Persons**”), and transactions by these entities should be treated for the purposes of this Policy and applicable securities laws as if they were for the individual’s own account.

This Policy extends to all activities within and outside an individual’s Company duties. Every officer, director, employee and consultant must review this Policy. Questions regarding the Policy should be directed to the Company’s General Counsel.

This Policy addresses compliance with applicable U.S. laws. Many other laws, including without limitation the laws of Sweden, may also be implicated by trading in the securities of the Company.

2.INSIDER TRADING PROHIBITION

No officer, director, employee or consultant shall purchase or sell any type of security while in possession of material, non-public information relating to the security or its issuer, whether the issuer of such security is the Company or any other company. For example, if an officer, director, employee or consultant learns material non-public information about another company with which the Company does business, including a business partner, that person may not trade in such other company’s securities until the information becomes public or is no longer material. In addition, no officer, director, employee or consultant shall purchase or sell any security of any other company, including another company in the Company’s industry, on the basis of material non-public information obtained in the course of their employment or service with the Company.

The above prohibitions do not apply to the following “**permitted transactions**”:

(a)purchases of the Company’s securities by a Covered Person from the Company or sales of the Company’s securities by a Covered Person to the Company;

(b)exercises of stock options or other equity awards or the surrender of shares to the Company in payment of the exercise price or in satisfaction of any tax withholding obligations in a manner permitted by the applicable equity award agreement, or vesting of equity-based awards, that in each case do not involve a market sale of the Company’s securities (the “cashless exercise” of a Company stock option through a broker does involve a market sale

of the Company's securities, and therefore would not qualify under this exception);

(c)*bona fide* gifts to third parties not controlled by or under common control with the Covered Person of the Company's securities, unless the person giving the gift knows, or is reckless in not knowing, that the recipient intends to sell the securities while the donor is in possession of material non-public information about the Company; or

(d)purchases or sales of the Company's securities made under a properly established plan under "**Rule 10b5-1**" promulgated under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), as described in greater detail under Section 6 below.

In addition, no officer, director, employee or consultant shall directly or indirectly communicate or "tip" material, non-public information to anyone outside of the Company (except in accordance with the Company's policies regarding the protection or authorized external disclosure of Company information), including family or friends, or to anyone within the Company or recommend to anyone the purchase or sale of securities based on material, non-public information. This practice, known as "tipping", violates the securities laws and can result in the same civil and criminal penalties that apply to insider trading, even if the "tipper" does not trade or gain any benefit from another individual's trading.

3.EXPLANATION OF INSIDER TRADING

"Insider trading" refers to the purchase or sale of a security while in possession of "material", "non-public" information relating to the security or its issuer.

"Securities" include stocks, bonds, notes, debentures, options, warrants and other convertible securities, as well as derivative instruments.

"Purchase" and "sale" are defined broadly under the federal securities law. "Purchase" includes not only the actual purchase of a security, but any contract to purchase or otherwise acquire a security. "Sale" includes not only the actual sale of a security, but any contract to sell or otherwise dispose of a security.

These definitions extend to a broad range of transactions, including conventional cash-for-stock transactions, conversions, the exercise of stock options, and acquisitions and exercises of warrants, puts, calls or other derivative securities.

3.1.Material Facts

The materiality of a fact depends upon the circumstances. A fact is considered "material" if:

(a)there is a substantial likelihood that a reasonable investor would consider it important in making an investment decision;

(b)it would significantly alter the total mix of information available to investors; or

(c)if the fact is likely to have an effect, whether positively or negatively, on the market price of the security.

Material information can be positive or negative and can relate to virtually any aspect of a company's business or to any type of security, debt or equity.

Examples of material information include, but are not limited to, information about:

(a)financial information, including corporate earnings or earnings forecasts;

(b)possible mergers, acquisitions, tender offers, joint ventures, dispositions or changes in assets;

(c)major new products or product developments;

(d)important business developments such as major contract awards or cancellations;

(e)incidents involving cybersecurity, data protection or personally identifiable information;

(f)developments regarding the Company's intellectual property portfolio;

(g)management or control changes;

(h)changes in the outside auditor or notification by the auditor that the Company may no longer rely on an auditor's report;

(i)significant borrowing or financing developments including pending public sales or offerings of debt or equity securities;

(j)defaults on borrowings;

(k)bankruptcies; and

(l)significant litigation or regulatory actions.

Moreover, material information does not have to be related to a company's business. For example, the contents of a forthcoming newspaper column that is expected to affect the market price of a security can be material.

A good general rule of thumb: **When in doubt, do not trade**.

3.2.Non-Public Information

Information is "non-public" if it is not available to the general public. In order for information to be considered public, it must be widely disseminated in a manner making it generally available to investors through, for example:

(a)such media as Dow Jones, Business Wire, Reuters, The Wall Street Journal, Associated Press or United Press International;

(b)a broadcast on widely available radio or television programs;

(c)publication in a widely available newspaper, magazine or news website;

(d)a Regulation FD-compliant conference call; or

(e)public disclosure documents filed with the U.S. Securities and Exchange Commission ("**SEC**") that are available on the SEC's website.

The investing public must have had time to absorb the information fully (as reflected in the trading price of the applicable security). For purposes of this Policy, information will be presumed to be generally available to the public when two full trading days following publication have elapsed.

The circulation of rumors, even if accurate and reported in the media, does not constitute effective public dissemination.

If, for example, the Company was to make an announcement on a Monday prior to 9:30 a.m. Eastern time, the information would be deemed public after the close of trading on Tuesday. If an announcement was made on a Monday after 9:30 a.m. Eastern time, the information would be deemed public after the close of trading on Wednesday. If you have any question as to whether information is publicly available, please direct an inquiry to the Company's General Counsel.

3.3.Insider

"Insiders" include officers, directors, employees and consultants of a company and anyone else who has material non-public information about a company.

Insiders have independent fiduciary duties to their company and its shareholders not to trade on material, non-public information relating to the company's or another company's securities. All officers, directors, employees and consultants of the Company should consider themselves insiders with respect to material, non-public information about the Company's business, activities and securities.

Covered Persons are responsible for ensuring that members of their households also comply with this Policy, as well as other family members whose trading is directed by such Covered Person or is subject to their influence or control (such as parents or children who consult with them before they trade).

3.4.Trading by Persons Other than Insiders

Insiders may be liable for communicating or tipping material, non-public information to a third party (a "**Tippee**"), and insider trading violations are not limited to trading or tipping by insiders. Persons other than insiders can also be liable for insider trading, including Tippees who trade on material, non-public information tipped to them or individuals who trade on material, non-public information that has been misappropriated.

Tippees inherit an insider's duties and are liable for trading on material, non-public information illegally tipped to them by an insider. Similarly, just as insiders are liable for the insider trading of their Tippees, so are Tippees who pass the information along to others who trade. In other words, a Tippee's liability for insider trading is no different from that of an insider. Tippees can obtain material, non-public information by receiving overt tips from others or through, among other things, conversations at social, business or other gatherings.

3.5.Examples of Insider Trading

Examples of insider trading cases include actions brought against:

(a)corporate officers, directors, employees and consultants who traded in a company's securities after learning of significant confidential corporate developments;

(b)friends, business associates, family members and other Tippees of such officers, directors, employees and consultants who traded in the securities after receiving such information;

(c)government employees who learned of such information in the course of their employment; and

(d)other persons who misappropriated, and took advantage of, confidential information from their employers.

4.PENALTIES FOR ENGAGING IN INSIDER TRADING

Penalties for trading on or tipping material, non-public information can extend significantly beyond any profits made or losses avoided, both for individuals engaging in such unlawful conduct and their employers. The SEC and Department of Justice have made the civil and criminal prosecution of insider trading violations a top priority. Enforcement remedies available to the government or private plaintiffs under the federal securities laws include:

(a)SEC administrative sanctions;

(b)securities industry self-regulatory organization sanctions;

(c)civil injunctions;

(d)damage awards to private plaintiffs;

(e)disgorgement of all profits;

(f)civil fines for the violator of up to three times the amount of profit gained or loss avoided;

(g)civil fines for the employer or other controlling person of a violator (*i.e.* where the violator is an employee or other controlled person) of up to the greater of USD 2,479,282 (subject to adjustment for inflation) or three times the amount of profit gained or loss avoided by the violator;

(h)criminal fines for individual violators of up to USD 5,000,000 (USD 25,000,000 for an entity); and

(i)jail sentences of up to 20 years.

In addition, insider trading could result in serious sanctions by the Company, including dismissal. Insider trading violations are not limited to violations of the federal securities laws. Other federal and state civil or criminal laws, such as laws prohibiting mail and wire fraud and the Racketeer Influenced and Corrupt Organizations Act, may also be violated in connection with insider trading.

The size of the transaction or the amount of profit received does not have to be significant to result in prosecution. The SEC has the ability to monitor even the smallest trades, and the SEC performs routine market surveillance.

5.PROCEDURES PREVENTING INSIDER TRADING

The following procedures have been established, and will be maintained and enforced, by the Company to prevent insider trading. Every officer, director, employee and consultant is required to follow these procedures.

5.1.Pre-Clearance of All Trades by All Officers, Directors and Certain Designated Employees and Consultants

To provide assistance in preventing inadvertent violations of applicable securities laws and to avoid the appearance of impropriety in connection with the purchase and sale of the Company's securities, all transactions in the Company's securities (including without limitation, acquisitions and dispositions of Company stock, gifts, the exercise of stock options and the sale of Company stock issued upon exercise of stock options) by officers, directors and such other employees and consultants as are designated from time to time by the Company's board of directors (the "**Board**"), the CEO, the CFO or the General Counsel as being subject to this pre-clearance process (each, a "**Pre-Clearance Person**") must be pre-cleared by the General Counsel. Pre-clearance does not relieve anyone of his or her responsibility under SEC rules.

For the avoidance of doubt, any designation by the Board of the officers, directors, employees and consultants who are subject to pre-clearance may be updated from time to time by the CEO, the CFO or the General Counsel.

A request for pre-clearance must be in writing (including without limitation by e-mail), should be made at least two business days in advance of the proposed transaction and should include:

(a)the identity of the Pre-Clearance Person;

(b)the type of proposed transaction (for example, an open market purchase, a privately negotiated sale, gift, an option exercise, etc.);

(c)the proposed date of the transaction; and

(d)the number of shares, options or other securities to be involved.

In addition, unless otherwise determined by the General Counsel, the Pre-Clearance Person must execute a certification (in the form approved by the General Counsel) that he or she is not aware of material, non-public information about the Company.

The General Counsel shall have sole discretion to decide whether to clear any contemplated transaction, provided that the CFO shall have sole discretion to decide whether to clear transactions by the General Counsel or persons or entities subject to this Policy as a result of their relationship with the General Counsel.

All trades that are pre-cleared must be effected within three business days of receipt of the pre-clearance unless a specific exception has been granted by the General Counsel (or the CFO, in the case of the General Counsel or persons or entities subject to this Policy as a result of their relationship with the General Counsel). A pre-cleared trade (or any portion of a pre-cleared trade) that has not been effected during the three business day period must be pre-cleared again prior to execution.

Notwithstanding receipt of pre-clearance, if the Pre-Clearance Person becomes aware of material, non-public information or becomes subject to a blackout period before the transaction is effected, the transaction may not be completed.

5.2.Blackout Periods

No officers, directors or such other employees and consultants as are designated from time to time by the Board, the CEO, the CFO or the General Counsel as being subject to quarterly blackout periods shall purchase or sell any security of the Company during the period beginning at 11:59 p.m., Eastern time, on the 14th calendar day before the end of any fiscal quarter of the Company and ending upon completion of the second full trading day after the public release of earnings data for such fiscal quarter or during any other trading suspension period declared by the Company, except for the permitted transactions described in Section 2.

For example, if the Company's fourth fiscal quarter ends at 11:59 p.m., Eastern time, on December 31, the corresponding blackout period would begin at 11:59 p.m., Eastern time, on December 17 and end at the close of trading on the second full trading day after the public release of earnings data for such fiscal quarter.

For the avoidance of doubt, any designation by the Board of the officers, directors, employees and consultants who are subject to quarterly blackout periods may be updated from time to time by the CEO, the CFO or the General Counsel.

The safest period for trading in the Company's securities, assuming the absence of material, non-public information, is generally the first ten trading days following the end of a blackout period discussed above. This is because officers, directors, employees and consultants will, as any quarter progresses, be increasingly likely to possess material, non-public information about the expected financial results for that quarter.

Exceptions to the blackout period policy may be approved only by the General Counsel (or, in the case of an exception for the General Counsel or persons or entities subject to this policy as a result of their relationship with the General Counsel, the CFO).

From time to time, an event or development may occur that is material to the Company and is known by only a few directors, officers, employees or consultants (which may include pending announcement of a share repurchase plan or any amendments thereto). The Company, through the Board, the Company's disclosure committee, the General Counsel or the CFO, may determine that officers, directors, employees, consultants or others shall suspend trading in the Company's securities because of such events or developments that have not yet been disclosed to the public. Subject to the exceptions noted above, all those affected should not trade in the Company's securities while the suspension is in effect and should not disclose to others that the Company has suspended trading.

5.3.Post-Termination Transactions

If an individual is in possession of material, non-public information when his or her service terminates, that individual may not trade in the Company's securities until that information has become public or is no longer material.

6.ADDITIONAL PROHIBITED TRANSACTIONS

The Company has determined that there is a heightened legal risk and/or the appearance of improper or inappropriate conduct if the persons subject to this Policy engage in certain types of transactions. Therefore, officers, directors, employees and consultants shall comply with the following policies with respect to certain transactions in the Company securities.

6.1.Short Sales

Short sales of the Company's securities evidence an expectation on the part of the seller that the securities will decline in value, and therefore signal to the market that the seller has no confidence in the Company or its short-term prospects. In addition, short sales may reduce the seller's incentive to improve the Company's performance. For these reasons, short sales of the Company's securities are prohibited by this Policy.

6.2.Options

A transaction in options is, in effect, a bet on the short-term movement of the Company's stock and therefore creates the appearance that an officer, director, employee or consultant is trading based on inside information. Transactions in options, whether traded on an exchange, on any other organized market or on an over-the-counter market, also may focus an officer's, director's, employee's or consultant's attention on short-term performance at the expense of the Company's long-term objectives. Accordingly, transactions in puts, calls or other derivative securities involving the Company's equity securities, on an exchange, on any other organized market or on an over-the-counter market, are prohibited by this Policy.

6.3.Hedging Transactions

Purchasing financial instruments, such as prepaid variable forward contracts, equity swaps, collars, and exchange funds, or otherwise engaging in transactions that hedge or offset, or are designed to hedge or offset, any decrease in the market value of the Company's equity securities, may cause an officer, director, employee or consultant to no longer have the same objectives as the Company's other shareholders. Therefore, all such transactions involving the Company's equity securities, whether such securities were granted as compensation or are otherwise held, directly or indirectly, are prohibited by this Policy.

6.4.Purchases of the Company's Securities on Margin; Pledging the Company's Securities to Secure Margin or Other Loans

Purchasing on margin means borrowing from a brokerage firm, bank or other entity in order to purchase the Company's securities (other than in connection with a cashless exercise of stock options through a broker under the Company's equity plans). Officers, directors, employees and consultants are prohibited from purchasing the Company's securities on margin, i.e. holding the Company's securities in a "margin account" (which would allow you to borrow against your holdings to buy securities), or otherwise pledging the Company's securities to secure loans, unless the transaction is preapproved by (i) the Company's audit committee, in case of officers and directors, or (ii) the Company's General Counsel or CFO for employees. All requests for preapproval should be submitted at least ten days prior to the proposed date of execution of the margin purchase or pledge. Any officer, director, employee or consultant who intends to pledge the Company's securities must clearly demonstrate the financial capacity to repay the loan without resort to the pledged securities.

7.RULE 10b5-1 TRADING PLANS

7.1.Overview

Rule 10b5-1 provides an affirmative defense from insider trading liability under the U.S. securities laws for transactions executed under a previously established contract, plan or instruction that meets certain requirements under Rule 10b5-1. Transactions that are executed pursuant to a written plan that is adopted and operated in compliance with Rule 10b5-1 (a "**Rule 10b5-1 Trading Plan**") will be exempt from the trading restrictions set forth in this Policy. To comply with this Policy, each such Rule 10b5-1 Trading Plan, and any proposed modification or termination thereof, must:

(a)meet the requirements of Rule 10b5-1;

(b)be submitted to the Company's General Counsel at least five business days prior to entry into the Rule 10b5-1 Trading Plan; and

(c)be pre-approved by the Company's General Counsel, or such other person as the Board may designate from time to time (the "**Authorizing Officer**"), who may impose such conditions on the implementation and operation of the Rule 10b5-1 Trading Plan as the Authorizing Officer deems necessary or advisable.

However, compliance of the Rule 10b5-1 Trading Plan to the terms of Rule 10b5-1 and the execution of transactions pursuant to the Rule 10b5-1 Trading Plan are the sole responsibility of the person entering into, modifying, or terminating the Rule 10b5-1 Trading Plan, not the Company or the Authorizing Officer.

Rule 10b5-1 presents an opportunity for insiders to establish arrangements to sell or purchase Company stock without the restrictions of trading windows and blackout periods, even when he or she has material, non-public information. A Rule 10b5-1 Trading Plan may also help reduce negative publicity that may result when key executives or directors sell the Company's stock. Rule 10b5-1 only provides an "affirmative defense" in the event there is an insider trading lawsuit. It does not prevent someone from bringing a lawsuit.

A director, officer, employee or consultant may enter into a Rule 10b5-1 Trading Plan only in good faith and when he or she is not in possession of material, non-public information and only during a trading window period outside of the trading blackout period.

The Company reserves the right from time to time to suspend, discontinue or otherwise prohibit any

transaction in the Company's securities, even pursuant to a previously approved Rule 10b5-1 Trading Plan, if the Authorizing Officer or the Board, in its discretion, determines that such suspension, discontinuation or other prohibition is in the best interests of the Company. Any Rule 10b5-1 Trading Plan submitted for approval hereunder should explicitly acknowledge the Company's right to prohibit transactions in the Company's securities. Failure to discontinue purchases and sales as directed shall constitute a violation of the terms of this Section 7 and result in a loss of the exemption set forth herein.

A Rule 10b5-1 Trading Plan must include a minimum "cooling-off period" between the establishment of the Rule 10b5-1 Trading Plan and commencement of any transactions under such plan for:

(a)directors and officers that extends to the later of 90 days after adoption or modification of a Rule 10b5-1 Trading Plan or two business days after filing or furnishing, as applicable, the Form 20-F or Form 6-K covering the fiscal quarter in which the Rule 10b5-1 Trading Plan was adopted or modified, as applicable, up to a maximum of 120 days; and

(b)employees who are not officers and any other persons, other than the Company, that extends 30 days after adoption or modification of a Rule 10b5-1 Trading Plan.

For purposes of this Section 7, "officers" refer to those individuals who meet the definition of "officer" under Section 16 of the Exchange Act.

Individuals may not adopt more than one Rule 10b5-1 Trading Plan at a time or maintain overlapping Rule 10b5-1 Trading Plans except under the limited circumstances permitted by Rule 10b5-1 and subject to pre-approval by the Authorizing Officer.

For clarity, the requirements of this Section 7 do not apply to any Rule 10b5-1 Trading Plan entered into by a private equity firm or other similar entity with which a director is affiliated. It is the responsibility of each such venture capital partnership or other entity, in consultation with their own counsel (as appropriate), to comply with applicable securities laws in connection with any Rule 10b5-1 Trading Plan.

7.2.Terminations of and Modifications to Rule 10b5-1 Trading Plans

Modifications to or terminations of Rule 10b5-1 Trading Plans must be carefully considered and generally are discouraged absent compelling circumstances. In all cases, any modification to or termination of a Rule 10b5-1 Trading Plan must also comply with all of the requirements set forth in this Policy, including pre-clearance, occurrence outside of a blackout period and compliance with any required cooling-off period under Rule 10b5-1.

Please note that modification or termination of a Rule 10b5-1 Trading Plan can result in the loss of an affirmative defense for past or future transactions under a Rule 10b5-1 Trading Plan. You should consult with your own legal counsel before deciding to modify or terminate a Rule 10b5-1 Trading Plan.

Under certain circumstances, a Rule 10b5-1 Trading Plan must be terminated. This may include circumstances such as the announcement of a merger or the occurrence of an event that would cause the transaction either to violate the law or to have an adverse effect on the Company. The Authorizing Officer or administrator of the Company's stock plans is authorized to notify the broker in such circumstances, thereby insulating the insider in the event of termination.

7.3.Discretionary Rule 10b5-1 Trading Plans

Although non-discretionary Rule 10b5-1 Trading Plans, where neither the participant nor the broker generally has discretion or control over trading, are preferred, discretionary Rule 10b5-1 Trading Plans, where the discretion or control over trading is transferred to a broker, are permitted if pre- approved by the

Authorizing Officer.

The Authorizing Officer must pre-approve any Rule 10b5-1 Trading Plan, arrangement or trading instructions etc., involving potential sales or purchases of the Company's stock or option exercises, including but not limited to, blind trusts, discretionary accounts with banks or brokers or limit orders. The actual transactions effected pursuant to a pre-approved discretionary Rule 10b5-1 Trading Plan will not be subject to further pre-clearance for transactions in the Company's stock once the Rule 10b5-1 Trading Plan has been pre-approved.

7.4.Reporting

If required, an SEC Form 144 will be filled out and filed by the individual/brokerage firm in accordance with the existing rules regarding Form 144 filings. A footnote at the bottom of the Form 144 should indicate that the trades are in accordance with a Rule 10b5-1 Trading Plan that complies with Rule 10b5-1 adopted on a specific date and expires at the relevant expiration date.

7.5. Options

Exercises of options by means of a cash payment may be executed at any time. "Cashless exercise" option exercises through a broker are subject to the trading windows described in this Policy, unless pursuant to
a Rule 10b5-1 Trading Plan. If a broker is required to execute a cashless exercise in accordance with a Rule 10b5-1 Trading Plan, then the Company must have exercise forms attached to the Rule 10b5-1 Trading Plan that are signed, undated and with the number of shares to be exercised left blank. Once a broker determines that the time is right to exercise the option and dispose of the shares in accordance with the Rule 10b5-1 Trading Plan, the broker will notify the Company in writing and the administrator of the Company's stock plans will fill in the number of shares and the date of exercise on the previously signed exercise form. The insider should not be involved with this part of the exercise.

7.6.Trades Outside of a Rule 10b5-1 Trading Plan

During an open trading window, trades outside an existing Rule 10b5-1 Trading Plan are allowed as long as the Rule 10b5-1 Trading Plan continues to be followed in accordance with the requirements of such plan and Rule 10b5-1 and such outside trades receive the necessary pre-clearance.

7.7.Public Disclosure

The Company reserves the right to publicly disclose, announce, or respond to inquiries from the media regarding the adoption, modification, or termination of a Rule 10b5-1 Trading Plan and non-Rule 10b5-1 trading arrangements, or the execution of transactions made under a Rule 10b5-1 Trading Plan.

7.8.Prohibited Transactions

The transactions prohibited under Section 6 of this Policy, including among others short sales and hedging transactions, may not be carried out through a Rule 10b5-1 Trading Plan or other arrangement or trading instruction involving potential sales or purchases of the Company's securities.

7.9.Limitation on Liability

None of the Company, the Authorizing Officer, the CEO, the CFO, the Company's other employees or consultants or any other person will have any liability for any delay in reviewing, or refusal of, a Rule 10b5-1 Trading Plan submitted pursuant to this Section 7 or a request for pre-clearance submitted pursuant to

Section 5. Notwithstanding any review of a Rule 10b5-1 Trading Plan pursuant to this Section 7 or pre-clearance of a transaction pursuant to Section 5 of this Policy, none of the Company, the Authorizing Officer, the CEO, the CFO, the Company's other employees or consultants or any other persons assume any liability for the legality or consequences of such Rule 10b5-1 Trading Plan or transaction.

7.10.Rule 10b5-1 Compliance

Notwithstanding anything to the contrary and any conflicting provisions (or lack thereof), this Policy will automatically be interpreted at all times to be consistent and require compliance with all requirements under Rule 10b5-1 and related laws, rules and regulations adopted by the SEC regarding "insider trading" (including, without limitation, any required disclosure of new and/or amended Rule 10b5-1 Trading Plans for certain insiders).

8.PROHIBITION OF RECORDS FALSIFICATION AND FALSE STATEMENTS

Section 13(b)(2) of the Exchange Act requires companies subject to the Exchange Act to maintain proper internal books and records and to devise and maintain an adequate system of internal accounting controls. The SEC has supplemented the statutory requirements by adopting rules that prohibit (1) any person from falsifying records or accounts subject to the above requirements and (2) officers or directors from making any materially false, misleading or incomplete statement to any accountant in connection with any audit or filing with the SEC. These provisions reflect the SEC's intent to discourage officers, directors and other persons with access to the Company's books and records from taking action that might result in the communication of materially misleading financial information to the investing public.

9.EXECUTION AND RETURN OF CERTIFICATION OF COMPLIANCE

After reading this Policy and on an annual basis, all officers, directors and key employees should execute and return to the Company's General Counsel a certification of compliance in substantially the form attached hereto as Attachment A or in such other form as the Company's General Counsel may deem appropriate.

Attachment A

OATLY GROUP AB

Annual Certification of Compliance

I, the undersigned, hereby certify that:

(a)I have received, read and understood the Company's Insider Trading Policy;

(b)during the past year, I have complied with all provisions of the Insider Trading Policy, including but not limited to: (i) not engaging in any insider trading activities, (ii) adhering to all blackout periods and trading restrictions and (iii) seeking pre-clearance for any trades in the Company's securities, if required;

(c)I have not disclosed any material non-public information to unauthorized persons;

(d)I have completed all required training sessions relating to insider trading laws and the Company policies; and

(e)I have reported all personal trades in the Company's securities as required by the Insider Trading Policy.

I understand that any violation of the Insider Trading Policy may result in disciplinary actions, including termination of employment.

Any capitalized terms used but not defined herein shall have the meanings ascribed to them in the Company's Insider Trading Policy.

Signature:

Printed Name:

Title:

Date:

Exhibit 12.1

CERTIFICATION

I, Jean-Christophe Flatin, certify that:

1.I have reviewed this annual report on Form 20-F of Oatly Group AB (the "Company");

2.Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3.Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;

4.The Company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:

a)Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b)Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c)Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d)Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and

5.The Company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent functions):

a)All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and

b)Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

Date: March 13, 2025

By: /s/ Jean-Christophe Flatin
Jean-Christophe Flatin
Chief Executive Officer
(Principal Executive Officer)

Exhibit 12.2

CERTIFICATION

I, Marie-José David, certify that:

1.I have reviewed this annual report on Form 20-F of Oatly Group AB (the "Company");

2.Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3.Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;

4.The Company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:

a.Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b.Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c.Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d.Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and

5.The Company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent functions):

a.All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and

b.Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

Date: March 13, 2025

By: /s/ Marie-José David
Marie-José David
Chief Financial Officer
(Principal Financial Officer)

Exhibit 13.1

CERTIFICATION PURSUANT TO 18 U.S.C SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with this annual report on Form 20-F of Oatly Group AB (the "Company") for the fiscal year ended December 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Jean-Christophe Flatin, Chief Executive Officer of the Company and Principal Executive Officer of the Company, hereby certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

i.The Report fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended; and

ii.The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 13, 2025

By: /s/ Jean-Christophe Flatin
Jean-Christophe Flatin
Chief Executive Officer
(Principal Executive Officer)

Exhibit 13.2

CERTIFICATION PURSUANT TO 18 U.S.C SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with this annual report on Form 20-F of Oatly Group AB (the "Company") for the fiscal year ended December 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Marie-José David, Chief Financial Officer of the Company and Principal Financial Officer of the Company, hereby certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

i. The Report fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended; and

ii. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 13, 2025

By: /s/ Marie-José David
Marie-José David
Chief Financial Officer
(Principal Financial Officer)

Exhibit 15.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement (Form S-8 No. 333-256316) pertaining to the Oatly Group AB (publ.) 2021 Incentive Award Plan and the Post-Effective Amendment No. 2 to the Registration Statement (Form F-3 No. 333-271379) and related Prospectus of Oatly Group AB for the registration of American Depositary Shares representing ordinary shares offered by selling security holders of our reports dated March 13, 2025, with respect to the consolidated financial statements of Oatly Group AB, and the effectiveness of internal control over financial reporting of Oatly Group AB, included in this Annual Report (Form 20-F) for the year ended December 31, 2024.

/s/ Ernst & Young AB
Stockholm, Sweden
March 13, 2025

Exhibit 97.1

INCENTIVE COMPENSATION RECOVERY POLICY

EFFECTIVE AS OF: 2025-01-01

Oatly Group AB (publ) (the "**Company**")
Reg. No. 559081-1989
Ångfärjekajen 8, 211 19 Malmö

POLICY OWNER: THE REMUNERATION COMMITTEE

Reviewed: Annually

1.INTRODUCTION

The Company has adopted this incentive compensation recovery policy (the "**Policy**") in accordance with the applicable listing standards of The Nasdaq Stock Market LLC ("**Nasdaq**") and Rule 10D-1 under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"). To the extent this Policy is in any manner deemed inconsistent with such listing standards, this Policy shall be treated as retroactively amended to be compliant with such listing standards.

Each Executive Officer (as defined below) shall be required to sign and return to the Company the acknowledgement form attached hereto as Attachment A.

2.DEFINITIONS

The following words and phrases shall have the following meanings for purposes of this Policy:

An "**Accounting Restatement**" means any accounting restatement due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements (a "Big R" restatement), or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period (a "little r" restatement).

The "**Board**" means the board of directors of the Company.

The "**Remuneration Committee**" means the remuneration committee of the Board.

"**Erroneously Awarded Compensation**" is the amount of Incentive-Based Compensation Received (as defined below) that exceeds the amount of Incentive-Based Compensation that otherwise would have been Received had it been determined based on the restated amounts, computed without regard to any taxes paid. For Incentive-Based Compensation based on stock price or total stockholder return ("**TSR**"), where the amount of Erroneously Awarded Compensation is not subject to mathematical recalculation directly from the information in an Accounting Restatement:

(a)the amount shall be based on a reasonable estimate of the effect of the Accounting Restatement on the stock price or TSR upon which the Incentive-Based Compensation was Received; and

(b)the Company shall maintain documentation of the determination of that reasonable estimate and provide such documentation to Nasdaq.

The term "**Executive Officer**" means the Company's principal executive officer, president, principal financial officer, principal accounting officer (or if there is no such accounting officer, the controller), and, if and when appointed, any officer identified as an executive officer by the Company, including but not limited to any vice president of the Company in charge of a principal business unit, division, or function (such as sales, administration, or finance), any other officer who performs a policy-making function, or any other person who performs similar policy-making functions for the Company. Executive officers of any parent or subsidiary of the Company are deemed "Executive Officers" if they perform such policy-making functions for the Company.

A "**Financial Reporting Measure**" is any measure that is determined and presented in accordance with the accounting principles used in preparing the Company's financial statements, and any measure that is derived wholly or in part from such measure, including non-GAAP measures. Stock price and TSR (and any measures that are derived wholly or in part from stock price or TSR) are also Financial Reporting

Measures. A Financial Reporting Measure need not be presented within the Company's financial statements or included in a filing with the SEC.

The term "**Incentive-Based Compensation**" means any compensation that is granted, earned, or vested based wholly or in part upon the attainment of a Financial Reporting Measure. Please refer to Attachment B to this Policy for a list of examples of Incentive-Based Compensation.

Incentive-Based Compensation is deemed "**Received**" in the Company's fiscal period during which the Financial Reporting Measure specified in the Incentive-Based Compensation award is attained, even if the payment or grant of the Incentive-Based Compensation occurs after the end of that period.

"**SEC**" means the United States Securities and Exchange Commission.

3.STATEMENT OF POLICY

In the event that the Company is required to prepare an Accounting Restatement, the Company will recover reasonably promptly the amount of all Erroneously Awarded Compensation Received by a person:

(a)after beginning service as an Executive Officer;

(b)who served as an Executive Officer at any time during the performance period for that Incentive-Based Compensation;

(c)while the Company has a class of securities listed on Nasdaq; and

(d)during the three completed fiscal years immediately preceding the date that the Company is required to prepare the Accounting Restatement and any transition period (that results from a change in the Company's fiscal year) within or immediately following those three completed fiscal years. For purposes of this Policy, a transition period between the last day of the Company's previous fiscal year and the first day of its new fiscal year that comprises a period of nine to twelve months would be deemed a completed fiscal year.

Notwithstanding the foregoing, this Policy shall only apply to Incentive-Based Compensation Received on or after October 2, 2023.

The Company's obligation to recover Erroneously Awarded Compensation pursuant to this Policy is not dependent on when the restated financial statements are filed.

For purposes of determining the relevant recovery period under this Policy, the date that the Company is required to prepare an Accounting Restatement is the earliest to occur of:

(a)the date the Board, a committee of the Board, or the officer or officers of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement; or

(b)the date a court, regulator, or other legally authorized body directs the Company to prepare an Accounting Restatement.

4.CERTAIN EXCEPTIONS

The Company must recover Erroneously Awarded Compensation in compliance with this Policy except to the extent that the conditions of paragraphs (a), (b) or (c) in this Section 4 are met, and the Remuneration Committee, or in the absence of such a committee, a majority of the independent directors serving on the Board, has determined that recovery would be impracticable.

(a)The direct expense paid to a third party to assist in enforcing this Policy would exceed the amount to be recovered. Before concluding that it would be impracticable to recover any amount of Erroneously Awarded Compensation based on expense of enforcement, the Company shall make a reasonable attempt to recover such Erroneously Awarded Compensation, document such reasonable attempt(s) to recover and provide that documentation to Nasdaq.

(b)Recovery would violate home country law where that law was adopted prior to November 28, 2022. Before concluding that it would be impractical to recover any amount of Erroneously Awarded Compensation based on violation of home country law, the Company shall obtain an opinion of home country counsel, acceptable to Nasdaq, that recovery would result in such a violation, and must provide such opinion to Nasdaq.

(c)Recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and regulations thereunder.

5.NO INDEMNIFICATION

The Company shall not indemnify any Executive Officer or former Executive Officer against the loss of Erroneously Awarded Compensation pursuant to this Policy.

6.PUBLIC DISCLOSURES

The Company shall file all disclosures with respect to this Policy in accordance with the requirements of the U.S. Federal securities laws, including the disclosure required by the applicable SEC filings.

7.APPLICATION TO OTHER PERSONS

In addition to the Executive Officers and former Executive Officers, this Policy shall apply to any other employee of the Company or its subsidiaries designated by the Remuneration Committee or the Board as a person covered by this Policy by notice to the employee ("**Other Covered Person**").

Unless otherwise determined by the Remuneration Committee or the Board, this Policy shall apply to an Other Covered Person as if such individual was an Executive Officer during the relevant periods described in Section 3.

The Remuneration Committee or the Board may, in its discretion, limit recovery of Erroneously Awarded Compensation from an Other Covered Person to situations in which an Accounting Restatement was caused or contributed to by the Other Covered Person's fraud, willful misconduct or gross negligence.

In addition, the Remuneration Committee or the Board shall have discretion as to:

(a)whether to seek to recover Erroneously Awarded Compensation from an Other Covered Person;

(b)the amount of the Erroneously Awarded Compensation to be recovered from an Other Covered Person; and

(c)the method of recovering any such Erroneously Awarded Compensation from an Other Covered Person.

In exercising such discretion, the Remuneration Committee or the Board may take into account such considerations as it deems appropriate, including whether the assertion of a claim may violate applicable law or prejudice the interests of the Company in any related proceeding or investigation.

8.INTERPRETATION; ENFORCEMENT

The Remuneration Committee shall have full authority to interpret and enforce this Policy to the fullest extent permitted by law.

The Remuneration Committee shall determine, in its sole discretion, the appropriate means to seek recovery of any Erroneously Awarded Compensation, which may include, without limitation:

(a)requiring cash reimbursement;

(b)seeking recovery or forfeiture of any gain realized on the vesting, exercise, settlement, sale, transfer or other disposition of any equity-based awards;

(c)offsetting the amount to be recouped from any compensation otherwise owed by the Company to the Executive Officer;

(d)canceling outstanding vested or unvested equity awards; or

(e)taking any other remedial and recovery action permitted by law, as determined by the Remuneration Committee.

The Remuneration Committee shall determine the repayment schedule for any Erroneously Awarded Compensation in a manner that complies with the "reasonably promptly" requirement set forth in Section 3 of the Policy. Such determination shall be consistent with any applicable legal guidance, by the SEC, judicial opinion or otherwise. The determination with respect to "reasonably promptly" recovery may vary from case to case and the Remuneration Committee is authorized to adopt additional rules to further describe what repayment schedules satisfies this requirement.

To the extent an Executive Officer, former Executive Officer or Other Covered Person refuses to pay to the Company any Erroneously Awarded Compensation, the Company shall have the right to sue for repayment or, to the extent legally permitted, to enforce such person's obligation to make payment by withholding unpaid or future compensation.

Any determination by the Remuneration Committee or the Board with respect to this Policy shall be final, conclusive, and binding on all interested parties.

9.NON-EXCLUSIVITY

Nothing in this Policy shall be viewed as limiting the right of the Company or the Remuneration Committee to pursue recoupment under or as provided by the Company's plans, awards, policies or agreements or the applicable provisions of any law, rule or regulation (including, without limitation, Section 304 of the Sarbanes-Oxley Act of 2002).

10.POLICY CONTROLS

If the requirement to recover Erroneously Awarded Compensation is triggered under this Policy, then, in the event of any actual or alleged conflict between the provisions of this Policy and a similar clause or provision in any of the Company's plans, awards, policies or agreements, this Policy shall be controlling and determinative; provided that, if such other plan, award, policy or agreement provides that a greater

amount of compensation shall be subject to clawback, the provisions of such other plan, award, policy or agreement shall apply to the amount in excess of the amount subject to clawback under this Policy.

11.AMENDMENT

The Remuneration Committee may amend this Policy, provided that any such amendment does not cause this Policy to violate applicable listing standards of Nasdaq or Rule 10D-1 under the Exchange Act.

Attachment A

OATLY GROUP AB

ACKNOWLEDGEMENT OF INCENTIVE COMPENSATION RECOVERY POLICY

By my signature below, I acknowledge that I have received and reviewed Oatly Group AB's (the "**Company**") incentive compensation recovery policy (the "**Policy**") and that I am fully bound by, and subject to, all of the terms and conditions of the Policy (as may be amended, restated, supplemented or otherwise modified from time to time). In the event of any inconsistency between the Policy and the terms of any employment agreement to which I am a party, or the terms of any compensation plan, program or agreement under which any compensation has been granted, awarded, earned or paid, the terms of the Policy shall govern. In the event it is determined by the Company's remuneration committee that any amounts granted, awarded, earned or paid to me must be forfeited or reimbursed to the Company, I will promptly take any action necessary to effectuate such forfeiture and/or reimbursement.

Signature:

Name (printed):

Date:

Attachment B

Examples of Incentive-Based Compensation

Examples of compensation that constitutes Incentive-Based Compensation for purposes of this Policy include, but are not limited to, the following:

(a)non-equity incentive plan awards earned based wholly or in part on satisfying a Financial Reporting Measure performance goal;

(b)bonuses paid from a "bonus pool", the size of which is determined based wholly or in part on satisfying a Financial Reporting Measure performance goal;

(c)other cash awards based wholly or in part on satisfying a Financial Reporting Measure performance goal;

(d)equity-based awards (e.g. restricted stock, restricted stock units, performance share units, stock options, and stock appreciation rights) that are granted or become vested based wholly or in part on satisfying a Financial Reporting Measure performance goal; and

(e)proceeds received upon the sale of shares acquired through an incentive plan that were granted or vested based wholly or in part on satisfying a Financial Reporting Measure performance goal.

Examples of compensation that does **not** constitute Incentive-Based Compensation for purposes of this Policy include the following:

(a)salary or salary increases for which the increase is not contingent upon achieving any Financial Reporting Measure performance goal;

(b)bonuses paid solely at the discretion of the Remuneration Committee or Board that are not paid from a bonus pool, the size of which is determined based wholly or in part on satisfying a Financial Reporting Measure performance goal;

(c)bonuses paid solely upon satisfying one or more subjective standards (e.g. demonstrated leadership) and/or completion of a specified employment period;

(d)non-equity incentive plan awards earned solely upon satisfying one or more strategic measures (e.g. consummating a merger or divestiture) or operational measures (e.g. opening a specified number of stores, completion of a project, or increase in market share); and

(e)equity awards for which the grant is not contingent upon achieving any Financial Reporting Measure performance goal and vesting is contingent solely upon completion of a specified employment period and/or attaining one or more non-Financial Reporting Measures.