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Investor AB (the “Company”)

Terms and Conditions for Compensation of Directors through Allocation of Synthetic Shares 2024

1. **Background and Purpose**
   Traditionally, compensation of Directors in Sweden has been paid in the form of a fixed cash amount resolved upon by the general meeting. In recent years, certain companies have recommended the Board of Directors to acquire shares in the company for a certain part of the net compensation after tax.

   In order to facilitate for Directors to attain a financial interest in the Company comparable with the shareholders’, the Directors are given the possibility to receive part of the compensation in the form of Synthetic Shares. By a Synthetic Share is understood a right to receive a future payment of an amount which corresponds to the market value of a share of class B in the Company at the time of payment.

2. **Directors’ participation in Synthetic Share Program**
   Directors participating in the Company’s Synthetic Share Program will receive 50 percent of the compensation in cash and will be allocated a number of Synthetic Shares, which value at the time of allocation shall correspond to 50 percent of the compensation, excluding compensation for committee work. Prior to the election, a Director may also decide not to participate in the Synthetic Share Program and be able to elect to receive 100 percent of the compensation in cash.

   The number of Synthetic Shares allocated to the Director shall be based on a volume weighted average of the market price of shares of class B during the five trading days immediately following the day when the share is traded without the right to receive dividend (Ex Day)1, or if the publication of the Company’s interim report for the first quarter of the year that the Director was elected or re-elected as Director occurs after the Ex Day, the five trading days immediately following the day of such publication.

3. **Vesting Period**
   The Director’s right to receive maximum allocation of Synthetic Shares is contingent on whether the Director remains as a Director during the whole or only part of the twelve-month period of mandate. Vesting is granted with 25 percent the day publication of the Company’s interim report for the first quarter of the year (or if the annual general meeting, the day after the annual general meeting) and with 25 percent after the publication of the interim reports for the second, third and fourth quarter, during the period of mandate.

4. **Payment**
   The Director’s right to receive payment occurs after the publications of the year-end report and the three interim reports, respectively, during the fifth year following the general meeting which resolved on the allocation of the Synthetic Shares, with 25 percent of the allocated Synthetic Shares on each occasion. The payable amount shall be determined based on the volume weighted average price for shares of class B during the five trading days immediately following the publications of the year-end report and the respective interim reports and payment shall be made five banking days after the payable amount has been determined.

   The amount of cash dividends which during the holding period (from and including the year after the year the Director was elected) is paid in respect of the B shares in a number corresponding to the Synthetic Shares (including Additional Synthetic Shares) shall result in an allocation of a number of Additional Synthetic Shares calculated based on a volume weighted average of the market price for shares of class B during the five trading days following the day when the share was recorded without the right to receive dividend (Ex Day) or if the publication of the Company’s interim report for the first

[1] If dividend is paid in more than one installment, the first Ex Day is intended.

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quarter of the year occurs after the Ex Day, the five trading days immediately following the day of such publication. Such Additional Synthetic Shares shall be allocated to the Director after each dividend is paid/report is made public and payment with respect to such Additional Synthetic Shares shall be made on the fourth and last payment day according to the previous section.

The Company is entitled to make deductions for withholding tax (Sw. källskatt) in respect of amounts to be paid to the Directors and to forward such tax to the tax authorities.

5. **Recalculation**
In case the share capital in the Company is increased or decreased, convertibles or warrants are issued, extraordinary dividends are paid or the Company is liquidated or merged or similar matters occur, the number of Synthetic Shares and/or the value per Synthetic Share shall be recalculated to ensure the Director the economic rights corresponding to what would have been the case had the Director been the holder of a corresponding number of shares of class B since the time of allocation and the time of dividend respectively, in accordance with Section 4, second paragraph, above. The Swedish market practice for recalculation of similar instruments shall, as far as possible, apply for the recalculation. In case recalculation is not possible or a matter of transaction regarding the Company becomes more difficult due to the fact that the Synthetic Shares are outstanding, payment may be made in advance with respect to outstanding Synthetic Shares based on the market price at such time for the Company's B shares.

The recalculations set forth in the previous paragraph, shall be made, with binding effect for the Company and the Directors, by an accounting firm appointed by the Stockholm Chamber of Commerce, which firm shall be independent from the Company.

6. **Advance Payment**
In case the Director resigns as Board Member prior to a payment date in accordance with Section 4 above, the Director has a right, within three months after the Director's resignation, to request that the time of payment shall be brought forward, and instead shall occur, in relation to 25 percent of the total number of allocated Synthetic Shares, after the publications of each of the year-end report and the three interim reports, respectively, which are made during the year after the year when such request was received by the Company. The payable amount shall be calculated based on the volume weighted average price for shares of class B during the five trading days immediately following the publication of the Company's year-end report and three interim reports, respectively, and payment shall be made five banking days after the payable amount has been determined. The corresponding right to request advanced payment shall apply for the survivor of a deceased Director.

7. **Prohibition against Pledging or Transfer of Rights**
The right that comes with the Synthetic Share cannot be pledged, transferred, or in any other way be disposed of. However, in the event that the Director is deceased, the rights are transferred to the deceased's estate.

8. **Amendments of the Terms of the Agreement**
Any amendments to these terms shall be approved by the general meeting of the Company.

9. **Disputes**
Disputes regarding the interpretation or application of these terms shall be settled in accordance with Swedish law regarding arbitrators in Stockholm whereby Swedish law shall be applicable. The costs for such arbitration proceeding shall be borne by the Company with exception for arbitration proceedings that, according to the arbitrational award, have been claimed by the Director without reasonable cause.

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