

# Elekta AB

## 2004 Share Unit Plan

1. Purpose of the Plan. The purposes of this Share Unit Plan are to attract, retain and motivate employees of the Company and its Affiliates, to provide additional incentive to such individuals, and to promote the success of the Company's business by aligning employee financial interests with long-term shareholder value through the grant of stock options.

2. Definitions. As used herein, the following definitions shall apply:

(a) "Affiliate" shall mean any entity in which the Company has an ownership interest of fifty percent (50%) or more.

(b) "Agreement" shall mean an agreement between the Company and an Employee providing for grant of Options to such Employee.

(c) "Board" shall mean the Committee, if such Committee has been appointed, or the Board of Directors of the Company, if such Committee has not been appointed.

(d) "Change of Control" shall mean an event whereby any Offeror acquires more than 50 percent (50%) of all outstanding shares of the Company.

(e) "Committee" shall mean the Committee appointed by the Board of Directors in accordance with paragraph (a) of Section 4 of the Plan, if one is appointed; provided, however, if the Board appoints more than one Committee pursuant to Section 4, then "Committee" shall refer to the appropriate Committee, as indicated by the context of the reference.

(f) "Company" shall mean Elekta AB (publ) reg. no. 556170-4015.

(g) "Continuous Status as an Employee" shall mean the absence of any interruption or termination of service as an Employee. Termination of service as an Employee shall be considered to occur at the moment when the Employee gives notice or is given notice. Continuous Status as an Employee shall not be considered interrupted in the case of transfer of employment to the Company or its Affiliates, sick leave, parental leave, infant care leave, medical emergency leave, military leave, educational leave or any other authorized leave up to six months or leave of absence authorized in writing by the Board prior to or after its commencement.

(h) "Date of Offer" shall mean the date when the Offer of an Option is made to the Optionee.

(i) "Disability" with respect to any Employee shall mean physical or mental disability or infirmity of an Employee, as determined by a physician of recognized standing selected by the Company, that prevents (or, in the opinion of such physician, is reasonably expected to prevent) the normal performance of the Employee's duties as an employee of the Company for any continuous period of 180 days, or for 180 days during any one-twelve month period.

(j) "Employee" shall mean any person, including officers, employed by the Company or any Affiliate.

(k) "Exercise price" shall mean the total price per Share to be paid by an Optionee to receive a Share upon exercise of Option.

(l) "Mandatory Shares" shall mean Shares which have to be purchased by the Optionee in the market and retained in order to be entitled to acquire Optioned Shares/Warrants.

(m) "Offeror" shall mean an individual, partnership, limited liability company, corporation, trust, joint stock company, association, joint venture, or any other entity or organization, including government or political subdivision or an agency or instrumentality thereof.

(n) "Option" shall mean a stock option granted pursuant to the Plan.

(o) "Optioned Shares" shall mean the Shares subject to an Option.

(p) "Optioned Warrants" shall mean the Warrants subject an Option.

(q) "Optionee" shall mean an Employee who has been selected by the Board in its sole discretion to receive an Option or who has an outstanding Option granted under the Plan.

(r) "Plan" shall mean this 2004 Share Unit Plan, including any amendments thereto.

(s) "Retirement" shall mean voluntary resignation by an Employee from his/her employment with the Company and its Affiliates (i) following age 55 and achieving 5 years of service with the Company or its Affiliates or (ii) involving such other circumstances as may be determined by the Board in its sole discretion.

(t) "Share" shall mean one share class B of the Company, as adjusted in accordance with section 15 of the Plan.

(u) "Vesting" shall mean the point of times when the Option becomes exercisable.

(v) "Warrant" shall mean one warrant giving a right to subscribe for one Share, as adjusted in accordance with section 15 of the Plan.

3. Annual Grant Resolutions. The intention shall be that each annual general meeting of shareholders during 2004 until 2006 shall resolve to grant Options subject to the Plan.

4. Administration of the Plan.

(a) Procedure. The Plan shall be administered by the Board of Directors of the Company.

(1) The Board of Directors may appoint one or more Committees each consisting of not less than two members of the Board of Directors to administer the Plan on behalf of the Board of Directors, subject to such terms and conditions as the Board of Directors may prescribe. Once appointed, such Committee(s) shall continue to serve until otherwise directed by the Board of Directors.

(2) Subject to the foregoing subparagraph (1), from time to time the Board of Directors may increase the size of the Committee(s) and appoint additional members thereof, remove members (with or without cause) and appoint new members in substitution therefore, or fill vacancies however caused.

(b) Powers of the Board. Subject to the provisions of the Plan and any shareholders' resolution, the Board shall have the authority, in its discretion: (i) to offer and grant Options; (ii) to determine, in accordance with Section 8(b) of the Plan, the fair market value of the Share/Warrant; (iii) to determine, in accordance with Section 8(a) of the Plan, the exercise price per Share/Warrant of Options to be granted and the time when such Options may be exercised; (iv) to determine the Employees to whom, and the time or times at which, Options shall be granted and the number of Shares/Warrants to be represented by each Option; (v) to interpret the Plan; (vi) to prescribe, amend, and rescind rules and regulations relating to the Plan; (vii) to determine the terms and provisions of each Option granted (which need not be identical) and, with the consent of the holder thereof, modify or amend each Option; (viii) to reduce the exercise price per Share/Warrant of outstanding and unexercised Options; (ix) to accelerate or defer (with the consent of the Optionee) the exercise date of any Option; (x) to accelerate or extend the exercisability or extend the term of any or all such outstanding Options (xi) to authorize any person to execute on behalf of the Company any instrument required to effectuate the grant of an Option; (xii) to determine whether, to what extent and under what circumstances and method or methods any Option may be settled in cash or Shares/Warrants; and (xiii) to make all other determinations (factual or otherwise) deemed necessary or advisable for the administration of the Plan.

(c) Effect of Board's Decision. The Board shall adopt such rules as it may deem appropriate in order to carry out the purpose of the Plan. All decisions, determinations, and interpretations of the Board shall be final and binding on all Optionees and any other holders of any Options granted under the Plan.

## 5. Eligibility and Grant.

(a) Options can be granted yearly during the term of the Plan subject to the approval and conditions resolved by the general meeting of shareholders. The grant shall be made each year at the earliest convenience following a resolution by the general meeting of shareholders.

(b) Options may be granted only to Employees in accordance with resolution by the general meeting of shareholders. For avoidance of doubt, members of the Board are not eligible to participate in the Plan unless they are full-time Employees. The grant of Options under the terms of this Plan is made at the sole discretion of the Company and does not entitle an Optionee to receive future Options. The adoption of this Plan shall not be deemed to give any Optionee any right to be offered an Option, except to the extent as may be determined by the Board.

(c) The grant shall be made in writing and state the terms and conditions of each Option including a written Agreement signed by a person designated by the Company. The Agreement shall be signed and returned to the Company by the Employee in order to accept the grant. The grant may be accepted partially. If the Agreement has not been signed by the Employee and returned to the Company within 30 days from the date it was received by the Employee, the grant shall be cancelled and considered as it had not occurred. Each Agreement shall: (i) set forth the number Optioned Shares/Warrants which can maximum be acquired subject to an Option being granted to the Employee and the applicable Option exercise price(s); (ii) set forth the number of mandatory Shares to be purchased by the Employee (see Section 6); (iii) set forth any performance requirements; (iv) set forth the vesting schedule and vesting requirements; (v) set forth the possibility of delivery of cash in lieu of all or any portion of the Shares

otherwise deliverable; (vi) be signed by the recipient of the Option and a person designated by the Board; and (vii) be delivered to the recipient of the Option.

6. Mandatory Share Purchase. Any Employee who has been granted an Option shall be required to purchase Shares on the market no later than 31 december in the year of grant. The number of Shares which are required to be purchased shall be specified in the Agreement and be related to the granted number of Optioned Shares/Warrants. Evidence of such purchase shall be provided to the Company no later than 30 days from the purchase. The ratio between the Employee's Share investment and Optioned Shares/Warrants shall be determined by the Board for each Employee within the range of 1:20 to 1:100 where the ratio shall increase the fewer Optioned Shares are being granted. If the Employee accepts the Option grant partially in accordance with section 5 (c), the requirement of purchasing Shares shall consequently only exist in proportion to the number of Optioned Shares/Warrants subject to the acceptance. To the extent a Share purchase required according to this section 6 has not been made or evidence of such purchase has not been provided to the Company within the prescribed time limits, the Option shall correspondingly terminate immediately and be cancelled without payment therefore.

Notwithstanding what is stated above in this section 6 regarding the time limit for Share purchase, in case insider legislation or other legal regulations prevent the Employee from purchasing Shares within the prescribed time period, the Employee shall commit in writing to make the Share purchase at the earliest possible opportunity from a legal perspective. To the extent the Employee does not make the Share purchase at the earliest possible opportunity it shall immediately result in a corresponding termination and cancellation of the Option without any payment therefore.

7. Term of Option. The term of each Option shall be no more than four (4) years from the Date of Offer or such shorter period as may be specified in the Agreement.

8. Failure to hold Mandatory Shares. If the Optionee at any time during the Option term disposes of Mandatory Shares, the number of Shares/Warrants subject to the Option shall correspondingly be terminated and cancelled without any payment therefore. For avoidance of doubt, if the number of Shares/Warrants subject to Option is reduced due to that the Option has been partly exercised, the Optionee may dispose of Mandatory Shares corresponding to such exercise without any further reduction of the remaining Shares/Warrants subject to the Option.

9. Performance Requirements. The right to acquire the granted number of Shares/Warrants subject to the Option shall be conditioned by collective performance requirements. These performance requirements shall be proposed by the Board and subject to approval by the general meeting of shareholders. The performance requirements shall be measured before the first Vesting date.

To the extent the granted number of Shares/Warrants subject to the Option is not earned in relation to the performance requirements, the right to acquire such Shares/Warrants shall terminate and be cancelled immediately following measurement of the performance requirements without any payment therefore.

10. Vesting. To the extent the Option has been earned in relation to performance requirements and provided the Employee maintained Continuous Status as an Employee through the applicable Vesting date (unless otherwise set forth in section 12 (b)-(e) of this Plan), the Option shall become exercisable as to

one-third of the number of earned Shares/Warrants subject to the Option 1<sup>st</sup> August annually as from the year following the year of grant. The vesting schedule shall be specified in the Agreement.

11. Exercise Price and Consideration.

(a) The per Share and, if applicable, Warrant exercise price under each Option shall be such price as is determined by the Board on the Date of Offer and specified in the applicable Agreement, subject to that the per Share exercise price shall be no less than 110% of the fair market value per Share on the Date of Offer.

(b) The fair market value per Share at the Date of Offer shall, if the Shares are traded on a stock exchange or authorized market place, be the average closing price per Share during ten trading days immediately preceding the Date of Offer. If the foregoing is not applicable, the Board shall designate an alternative method of determining the fair market value of the Share.

(c) The consideration to be paid for the Shares/Warrants to be issued upon exercise of an Option, including the method of payment, shall be determined by the Board.

(d) Notwithstanding the provision of this Section 11 (a), in case the fair market value per Share at any time during the term of the Option exceeds 500 per cent of the fair market value per Share at the Date of Offer, the exercise price shall increase correspondingly so that the fair market value per Share at the date of exercise may never exceed 500 per cent of the exercise price. If adjustments are made of the number of Shares as well as the price per Share in accordance with Section 15 and the adjustments provisions for Warrants (if applicable), a corresponding adjustment shall be made of the limit as set out in this Section 11 (d) for recalculation of the exercise price.

(e) The Optionee shall be responsible for the payment of taxes and/or fees which may be payable in respect of the granting, holding or exercise of Options, as a consequence of Swedish or foreign legislation or decisions of Swedish or foreign governmental authorities. Grants under the Plan shall be subject to all applicable tax withholding requirements. The Company and its Affiliates shall have the right to require any individual entitled to receive Optioned Shares or Optioned Warrants to remit to the Company, prior to the delivery of any Shares and/or Warrants, any amount sufficient to satisfy any foreign, federal, state or local tax withholding requirements. Prior to the Company's determination of such withholding liability, the Board may, in its sole discretion, permit such individual to make an irrevocable election to satisfy, in whole or in part, such obligation to remit taxes, by directing the Company to withhold Shares and/or Warrants that would otherwise be received by such individual. The Company and its Affiliates shall have the right to deduct from all cash payments made pursuant to the Plan or any applicable Agreement any foreign, federal, state or local taxes required to be withheld with respect to such payments. If required, the Company and its Affiliates shall also have the right to withhold taxes and/or fees related to the Options from any other cash payments made to the Optionee such as salary payments, bonus payments, pension payments etc.

12. Exercise of Option.

(a) Procedure for Exercise; Rights as a Shareholder. Any Option granted hereunder shall be exercisable at such times and under such conditions as determined by the Board on the Date of Offer, and as shall be permissible under the terms of the Plan.

An Option may not be exercised for a fraction of a Share or Warrant.

The exercise of an Option on Warrants means that the Company or a party appointed by the Company, on behalf of the Optionee, exercises the Warrants and delivers Shares to the Optionee and the Optionee is under no circumstances entitled to receive a Warrant unless otherwise decided by the Board at the Date of Offer of the Option.

Options shall be exercised by delivering written notice of intention to exercise the Option, pursuant to such terms and conditions as may be determined by the Board. The Board shall have the authority to establish procedures under any or all methods of exercise, including designation of the brokerage firm or firms, bank or banks through which exercises may be effected, which need not be the same for each grant or for each Optionee. The Board shall have the authority to change without notice any method of exercise for any reason whatsoever, notwithstanding the fact that the method of exercise had been available to Optionees in the past.

An Optionee shall have none of the rights of a shareholder with respect to Shares until the Shares are issued to the Optionee or if applicable when the Optionee becomes registered as shareholder with VPC AB.

Exercise of an Option in any manner shall result in a decrease in the number of Shares or Warrants which thereafter may be available for sale under the Option, by the number of Shares or Warrants as to which the Option is exercised.

(b) Termination of Status as Employee. In the event of termination of an Optionee's Continuous Status as an Employee, such Optionee may exercise Options to the extent exercisable on the date of termination. Such exercise must occur within three (3) months (or such shorter time as may be specified in the Agreement), after the date of such termination (but in no event later than the date of expiration of the term of such Option as set forth in the Agreement). To the extent that the Optionee was not entitled to exercise the Option at the date of such termination, or does not exercise such Option within the time specified herein, the Option shall terminate and be cancelled without any payment therefore.

(c) Retirement of Optionee. Notwithstanding the provisions of Section 12(b) above, in the event of termination of an Optionee's Continuous Status as an Employee as a result of Retirement the Optionee may exercise the Option to the extent exercisable on the date of Retirement, within twelve (12) months (or such shorter time as may be specified in the Agreement), after the date of such Retirement (but in no event later than the date of expiration of the term of such Option as set forth in the Agreement). To the extent that the Optionee was not entitled to exercise the Option at the date of such Retirement, or does not exercise such Option within the time specified herein, the Option shall terminate and be cancelled without payment therefore.

(d) Disability of Optionee. Notwithstanding the provisions of Section 12(b) above, in the event of termination of an Optionee's Continuous Status as an Employee as a result of Disability, the Optionee may exercise the Option, but only to the extent of the right to exercise that would have accrued had the Optionee remained in Continuous Status as an Employee for a period of twelve (12) months after the date on which the Employee ceased his or hers employment as a result of the Disability. Such exercise must occur within eighteen (18) months (or such shorter time as is specified in the Agreement) from the date on which the Employee ceased employment as a result of the Disability (but in no event later than the date of expiration of the term of such Option as set forth in the Agreement). To the extent that the Optionee was not entitled to exercise such Option within the time specified herein, the Option shall terminate and be cancelled without payment therefore.

(e) Death of Optionee. Notwithstanding the provisions of Section 12(b) above, in the event of the death of an Optionee:

(i) who is at the time of death an Employee of the Company, the Option may be exercised, at any time within six (6) months following the date of death (but in no event later than the date of expiration of the term of such Option as set forth in the Agreement), by the Optionee's estate or by a person who acquired the right to exercise the Option by bequest or inheritance, but only to the extent of the right to exercise that would have accrued had the Optionee continued living and remained in Continuous Status as an Employee twelve (12) months after the date of death; or

(ii) whose Option has not yet expired but whose Continuous Status as an Employee terminated prior to the date of death, the Option may be exercised, at any time within six (6) months following the date of death (but in no event later than the date of expiration of the term of such Option as set forth in the Agreement), by the Optionee's estate or by a person who acquired the right to exercise the Option by bequest or inheritance, but only to the extent of the right to exercise that had accrued at the date of termination.

To the extent that the Optionee was not entitled to exercise such Option within the time specified in this subsection (e), the Option shall terminate and be cancelled without any payment therefore.

(f) Notwithstanding subsections (b), (c), (d) and (e) above, the Board may extend the expiration date of any outstanding Option in circumstances in which it deems such action to be appropriate (provided that no such extension shall extend the term of an Option beyond the date on which the Option would have expired if no termination of the Employee's Continuous Status as an Employee had occurred).

13. Change of control. Notwithstanding the provisions of Section 10 above, in the event of a Change of Control:

- i. The Optionee shall have the right to immediately exercise an Option from the date of notice of such right, as to all Shares/Warrants at the time subject to the Option or any lower number of Shares/Warrants subject to the Option as chosen by the Optionee
- ii. An Option must be exercised within three (3) months from the date of notice of the right set out in this Section 13 (i) (but in no event later than the date of expiration of the term of the Option). To the extent the Optionee does not exercise the Option within the time specified in this Section 13, this Option shall terminate and be cancelled without any payment therefore.
- iii. Notwithstanding Section 14 below, the Optionee is, if the Company so requests, obligated to sell an Option and any shares acquired through exercise of an Option, to the Company or a party designated by the Company on market terms.

14. Non-Transferability of Options. Unless otherwise determined by the Board, the Option may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution and may be exercised, during the lifetime of the Optionee, only by the Optionee.

15. Adjustments Upon Changes in Capitalization or Merger. Subject to any required action by the shareholders of the Company, the number of Shares covered by each outstanding Option as well as the price per Share covered by each such outstanding Option, shall be proportionately adjusted for any increase or decrease in the number of issued Shares resulting from a stock split or a reverse stock split, stock dividend, combination, or reclassification of the shares, or any other increase or decrease in the number of issued shares effected without receipt of consideration by the Company. However, no adjustment shall be made due to redemption of shares in line with the Company dividend policy and conversion of any convertible securities of the Company shall not be deemed to have been “effected without receipt of consideration”. Any adjustment shall be made by the Board, whose determination in that respect shall be final, binding, and conclusive. Except as expressly provided herein, no adjustment shall be made with respect to, the number or price of Shares subject to an Option unless otherwise provided by the Board.

If the outstanding Option covers Warrants no adjustment of the number or price of Warrants subject to an Option shall be made. Instead adjustment is made of the outstanding Warrants in accordance with the adjustment provisions for the Warrants. However if such an adjustment leads to unreasonable effects, an adjustment shall also be made of outstanding Options covering Warrants with the purpose of attaining a corresponding adjustment as if the Option covered Shares.

In the event of the proposed dissolution or liquidation of the Company, the Options will terminate immediately prior to the consummation of such proposed action, unless otherwise provided by the Board. The Board may, in the exercise of its sole discretion in such instances, declare that any Option shall terminate as of a date fixed by the Board and give each Optionee the right to exercise an Option as to all or any part of the Optioned Shares and/or Optioned Warrant, including Shares/Warrants as to which the Option would not otherwise be exercisable. In the event of a proposed sale of all or substantially all of the assets of the Company, or the merger of the Company with or into another corporation, each Option shall be assumed or an equivalent option shall be substituted by such successor corporation or a parent or subsidiary of such successor corporation, unless such successor corporation does not agree to assume the Option or to substitute an equivalent option, in which case the Board shall, in lieu of such assumption or substitution, provide for the Optionee to have the right to exercise the Option as to all of the Optioned Shares and/or Optioned Warrants, including Shares/Warrants as to which the Option would not otherwise be exercisable. If the Board makes an Option fully exercisable in lieu of assumption or substitution in the event of a merger or sale of assets, the Board shall notify the Optionee that the Option shall be fully exercisable for a period of fifteen (15) days from the date of such notice, and the Option will terminate upon the expiration of such period.

16. Substitutions and Assumptions. The Board shall have the right to substitute or assume Options in connection with mergers, reorganizations, separations, or other transactions. Such Substitution or Assumption shall be made in accordance with conditions on the market.

17. No Employment Right. The granting of Options in accordance with this Plan is made at the sole discretion of the Company. Nothing in the Plan or any Option offered or granted hereunder shall confer upon any Optionee any right with respect to continuation of employment with the Company, nor shall it interfere in any way with the Optionee's right or the Company's right to terminate or alter the terms and conditions of the employment relationship at any time. No Employee shall have the right to be selected to being offered an Option under this Plan or having been so selected, to be selected to be offered a future Option. Neither the Option nor any benefits arising under this Plan shall constitute part of an Optionee's employment contract with the Company or any Affiliate and, accordingly this Plan and the benefits hereunder may be terminated at any time in the sole and exclusive discretion of the Board. Hence, the



Options shall not give rise to liability and not be included in the basis for any pension rights, severance payments, damages or other benefit or compensations from the Company or any Affiliate.

18. Transfer of Optionee. If an Optionee, while remaining in Continuous Status as an Employee, is transferred to work in another country and, as a result of that transfer, the Optionee will either;

- i. become subject to income tax on his/her remuneration in the country to which the Optionee is transferred so that the Optionee will suffer a tax disadvantage upon exercising the Option, or
- ii. become subject to restrictions on the ability to exercise the Option or to deal in the Shares that may be acquired upon the exercise of that Option by reason of or in consequence of, the securities law or exchange control laws of the country to which the Optionee is transferred or of any other reason would become subject to negative consequences,

the Optionee may, at the discretion of the Board, exercise this Option, regardless if the Option is vested, in the period commencing three months before and ending three months after the transfer has taken place.

19. Data Protection

(a) Consent to collection and processing of personal data. By participating in the Plan or accepting any rights granted under it, the Employee consents to the collection, processing, disclosure, storage and transfer of personal data relating to the Employee by the Company and any Affiliate and agents so that they can fulfill their obligations and exercise their rights under the Plan, issue certificates (if any), statements and communications relating to the Plan and generally administer and manage the Plan, including keeping records of participation levels from time to time. Any such processing shall be in accordance with the purposes and provisions of this data protection provision. References in this provision to the Company and any Affiliate include the Employee's employer.

These data will include data:

(i) already held in the Employee's records such as the Employee's name and address, ID number, payroll number, length of service and whether the Employee works full-time or part time;

(ii) collected upon the Employee accepting the rights granted under the Plan (if applicable); and

(iii) subsequently collected by the Company or any Affiliate in relation to the Employee's continued participation in the Plan, for example, data about shares offered or received, purchased or sold under the Plan from time to time and other appropriate financial and other data about the Employee and his or her participation in the Plan (e.g., the date on which the shares were granted, termination of employment and the reasons of termination of employment or retirement of the Employee).

(b) This consent is in addition to and does not affect any previous consent provided by the Employee to the Company or any Affiliate.

(c) In particular, the Employee expressly consents to the transfer of personal data about the Employee as described in paragraph (a) above by the Company and any Affiliate. Data may be transferred

not only within the country in which the Employee is based from time to time or within the EU or the European Economic Area, but also worldwide, to other employees and officers of the Company and any Affiliate and to the following third parties for the purposes described in paragraph (a) above:

(i) Plan administrators, auditors, brokers, agents and contractors of, and third party service providers to, the Company or any Affiliate such as printers and mail houses engaged to print or distribute notices or communications about the Plan;

(ii) regulators, tax authorities, stock or security exchanges and other supervisory, regulatory, governmental or public bodies as required by law;

(iii) other third parties to whom the Company or any Affiliate may need to communicate/transfer the data in connection with the administration of the Plan, under a duty of confidentiality to the Company and any Affiliate; and

(iv) the Employee's family members, physicians, heirs, legatees and others associated with the Employee in connection with the Plan.

All national and international transfer of personal data is only done in order to fulfill the obligations and rights of the Company and/or any Affiliate under the Plan.

The Employee has the right to be informed whether the Company or any Affiliate hold personal data about the Employee and, to the extent they do so, to have access to those personal data at no charge and require them to be corrected if they are inaccurate or to be destroyed if the Employee wishes to withdraw his or her consent. The Employee can access the personal data about the Employee that is held by the Company or its Affiliates by contacting the appropriate local data protection officer in the country in which the Employee is based from time to time. The Employee is entitled to all the other rights provided for by applicable data protection law, including those detailed in any applicable documentation or guidelines provided to the Employee by the Company or any Affiliate in the past.

(d) The processing (including transfer) of data described above is essential for the administration and operation of the Plan. Therefore, in cases where the Employee wishes to participate in the Plan, it is essential that his/her personal data are processed in the manner described above. At any time the Employee may withdraw his or her consent.

## 20. Amendment and Termination of the Plan.

(a) Amendment and Termination. The Company may amend or terminate the Plan at any time and from time to time in such respects as the Company may deem advisable (including, but not limited to amendments which in whole or in part the Board deems appropriate to enhance the Company's ability to claim deductions related to Option exercises). No termination or amendment of the Plan may, without the consent of the Employee to whom any Options shall previously have been granted, adversely affect the rights of such Employee in such Options.

(b) Employees in Foreign Countries. The Board shall have the authority to adopt such modifications, procedures, and subplans as may be necessary or desirable to comply with provisions of the laws of foreign countries in which the Company or its Affiliates may operate to assure the viability of the benefits from Options granted to Employees employed in such countries and to meet the objectives of the Plan.

(c) Effect of Amendment or Termination. Any such amendment or termination of the Plan shall not affect Options already granted and such Options shall remain in full force and effect as if this Plan had not been amended or terminated, unless mutually agreed otherwise between the Optionee and the Board, which agreement must be in writing and signed by the Optionee and the Company.

21. Governing Law. This Plan, the Options, all documents evidencing Options and all other related documents shall be governed by, and construed in accordance with the laws of Sweden. Any dispute, controversy or claim shall be settled by arbitration in compliance with the Swedish Law on Arbitration.

22. Effective Date and Term of Plan. The plan has been adopted and authorized by the Board of Directors for submission to the stockholders of the Company. If the Plan is approved by the affirmative vote of the majority of the shares of the Company entitled to be voted by the holders of shares representing at a duly held stockholders' meeting, it shall be deemed to have become effective as of September 21, 2004. Unless sooner terminated by the Board, the Plan shall continue in effect until December 31, 2007, provided, however, that all Options made under the Plan prior to its termination shall remain in effect until such Options have been satisfied or terminated in accordance with the terms and provisions of the Plan and the applicable Agreements.