

## DEED POLL

THIS DEED POLL is made on 7 October 2011 by SWEDISH MATCH AB (publ), a company incorporated in Sweden with its office at Västra Trädgårdsgatan 15, SE-103 88 Stockholm, Sweden, (the **Issuer**) in favour of Holders and prospective purchasers (each term as defined below).

WHEREAS:

- (A) The Issuer has entered into a Programme Agreement dated 7 October 2011 with the Dealers (the **Dealers**) named therein relating to the offering and sale of debt securities of the Issuer (the **Securities**) on the terms and conditions set forth therein (such agreement, as further amended or varied, being hereinafter referred to as the **Programme Agreement**).
- (B) The Issuer, in order to ensure compliance with Rule 144A under the United States Securities Act of 1933, as amended, (the **Securities Act**) in connection with resales of the Securities, have agreed to comply with the information delivery requirements of Rule 144A(d)(4) under the Securities Act.

NOW THIS DEED WITNESSETH AS FOLLOWS and is made by way of deed poll:

### 1. DEFINITIONS

Capitalised terms used but not defined herein shall have the same meanings given to them in the Programme Agreement.

### 2. FURNISHING OF INFORMATION

The Issuer hereby undertakes that so long as any of the Securities are restricted securities within the meaning of Rule 144(a)(3) under the Securities Act, during any period when it is not subject to and in compliance with the reporting requirements of Sections 13 or 15(d) of the United States Securities Exchange Act of 1934, as amended (the **Exchange Act**), or it is not exempt from such reporting requirements pursuant to and in compliance with Rule 12g3-2(b) under the Exchange Act, it will provide to each holder or beneficial owner (each a **Holder**) of such restricted securities and to each prospective purchaser (as designated by any Holder), upon the request of a Holder or prospective purchaser, the information required to be provided pursuant to Rule 144A(d)(4) under the Securities Act.

### 3. BENEFIT

This Deed shall take effect as a Deed Poll for the benefit of the Holders and the prospective purchasers from time to time and for the time being and for the benefit of the Dealers. This Deed shall be deposited with and held by the Registrar until all the obligations of the Issuer hereunder have been discharged in full.

The Issuer hereby acknowledges the right of every Holder, prospective purchaser and Dealer to the production of, and the right of every Holder, prospective purchaser and Dealer to obtain (upon payment of a reasonable charge) a copy of, this Deed, and further acknowledges and covenants that the obligations binding upon it contained herein are owed to, and shall be for the account of, each and every Holder, prospective purchaser and Dealer, and that each Holder, prospective purchaser and Dealer shall be entitled severally to enforce the said obligations against the Issuer.

**4. STAMP DUTIES**

The Issuer will pay any stamp and other duties and taxes, including interest and penalties, payable on or in connection with the execution of this Deed and any action taken by any Holder, prospective purchaser or Dealer to enforce the provisions of this Deed.

**5. WARRANTIES**

The Issuer hereby represents, warrants and covenants with each Holder, prospective purchaser and Dealer that it has all corporate power, and has taken all necessary corporate or other steps, to enable it to execute, deliver and perform this Deed, and that this Deed constitutes a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms subject to the laws of bankruptcy and other laws affecting the rights of creditors generally.

**6. GOVERNING LAW**

6.1 This Deed and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

6.2 The courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Deed (including any non-contractual obligations arising out of or in connection with this Deed) and accordingly any suit, action or proceedings (together referred to as **Proceedings**) arising out of or in connection with this Deed (including any Proceedings relating to any non-contractual obligations arising out of or in connection with this Agreement) may be brought in such courts. Without prejudice to the foregoing, the Issuer further irrevocably agrees that any Proceedings may be brought in any New York State or United States Federal Court sitting in New York. The Issuer irrevocably submits to the jurisdiction of such courts and waives any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. These submissions are made for the benefit of the Holders, the prospective purchasers and the Dealers.

6.3 The Issuer irrevocably appoints the Swedish Trade Council at its registered office at 259-269 Old Marylebone Road, London NW1 5RA as its authorised agent in England to receive service of process in any Proceedings and agrees that in the event of its ceasing so to act the Issuers will appoint such other person as the Arranger may approve as its agent for service of process in England in respect of any Proceedings. Nothing herein shall affect the right to serve process in any other manner permitted by law.

IN WITNESS whereof this Deed has been entered into as a deed poll by the Issuer on the date which appears first on page 1.

Executed as a deed under seal )  
by **SWEDISH MATCH AB (publ)**, )  
and signed and delivered as a deed on )  
its behalf by )  
in the presence of:

Witness: .....

Name: .....

Address: .....