

**The Board of Directors' proposal for resolution on introduction of Incentive program 2023/2026 through a) directed issue of warrants and b) approval of transfer of warrants to senior executives, other key employees, employees and consultants in Sweden (item 12)**

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**Background**

The board of directors of Fragbite Group AB (publ), reg. no. 556990-2777, (the "**Company**") proposes that the Annual General Meeting ("**AGM**") resolves on introduction of an incentive program for senior executives, other key employees, employees and consultants within the Company and its subsidiaries operating in Sweden, through the Company issuing warrants of series 2023/2026 to the Company, or a subsidiary designated by the Company, and to approve the transfer of warrants of series 2023/2026 to senior executives, other key employees, employees and consultants operating in Sweden, on the terms set forth below ("**Incentive Program 2023/2026**").

The board of directors considers it important and in the best interest of all shareholders that the senior executives, other key employees, employees and consultants who are deemed important for the group's further development, have a long-term interest in a positive value development of the Company's shares. A personal long-term shareholder engagement is expected to contribute to an increased interest in the Company's business and result in whole, as well as to increase the participant's motivation and affinity with the Company and its shareholders.

Statement regarding other incentive programs, preparation of the proposal, valuation, cost of the program and effects on important key figures are described in **Appendix A**.

**A. Directed issue of warrants of series 2023/2026**

The board of directors proposes that the AGM resolves on a directed issue of a maximum of 2,700,000 warrants of series 2023/2026 on the following terms.

1. Number of warrants issued

The Company shall issue a maximum of 2,700,000 warrants of series 2023/2026. Each warrant carries the right to subscribe for one (1) new share in the Company.

2. Subscription right and allotment

The right to subscribe for the warrants shall, with deviation from the shareholders' pre-emptive rights, exclusively accrue to the Company, or a subsidiary designated by the Company, with a right and obligation to transfer the warrants to senior executives, other key employees, employees and consultants operating in Sweden. Oversubscription is not possible. The reason for the deviation from the shareholders' pre-emptive rights is that the warrants shall be utilized in the introduction of the Incentive Program 2023/2026.

3. Issue price

The warrants shall be issued without consideration to the Company, or a subsidiary designated by the Company.

4. Subscription period

The warrants shall be subscribed for on a separate subscription list within three weeks from the date of the issue resolution. The board of directors shall have the right to extend the subscription period.

5. Exercising period

The warrants may be exercised by application of subscription for new shares during the period from 2 June 2026 up to and including 15 June 2026.

## 6. Subscription price

The subscription price per share upon exercise of the warrant shall be an amount corresponding to 150 per cent of the volume-weighted average price for the Company's shares on Nasdaq First North Growth Market during the period from 15 May 2023 up to and including 29 May 2023. The subscription price may never be less than the quota value of the share. If the subscription price exceeds the quota value of the share, the excess amount (the excess price) shall be recorded in the non-restricted share premium fund in the Company's balance sheet.

## 7. Increase of share capital

The Company's share capital may, provided that the warrants in Incentive Program 2023/2026 are fully exercised, increase with a maximum of SEK 44,999.222742 (provided current quota value and that no re-calculations have been made in accordance with **Appendix B**).

## 8. Dividend

Shares subscribed for with the exercise of warrant will carry the right to dividend for the first time on the record day for dividends occurring closest after the new shares have been registered with the Swedish Companies Registration Office and the shares has been entered into the share register kept by Euroclear Sweden AB.

## 9. Complete terms and conditions

The complete terms and conditions for the warrants are set forth in **Appendix B** – "Terms and Conditions for warrants 2023/2026 in Fragbite Group AB (publ)". For instance, it is stated in the complete proposal that the subscription price, as well as the number of shares each warrant entitles to subscribe for, may be re-calculated in the event of a bonus issue, new share issue, and in some other cases.

### **B. Approval of transfer of warrants of series 2023/2026**

The board of directors proposes that the AGM resolves to approve that the Company, or a subsidiary designated by the Company, may transfer a maximum of 2,700,000 warrants of series 2023/2026 to senior executives, other key employees, employees and consultants in the Company or its subsidiaries operating in Sweden (the "**Participants**"), on the following terms.

#### 1. Participants and allotment

The right to acquire warrants of series 2023/2026 from the Company, or a subsidiary designated by the Company, shall accrue the following Participants:

**Category A** (Senior executives, 2 persons) are offered a maximum of 500,000 warrants each and a total maximum of 800,000 warrants.

**Category B** (Key employees, including certain consultants, a total of 3 persons) are offered a maximum of 350,000 warrants each and a total maximum of 750,000 warrants.

**Category C** (Other employees, including certain consultants, a total of 14 persons) are offered a maximum of 200,000 warrants each and a total maximum of 1,150,000 warrants.

The Participants can choose to subscribe for a lower number of warrants than what is stated above. Should the total number of warrants the Participants wishes to acquire exceed the highest number of warrants that can be issued within Incentive Program 2023/2026, a proportional reduction is to be made of the number of warrants each person can be assigned pursuant to the guidelines above. Guaranteed allocation will not occur. A Participant has the right to subscribe for a larger number of warrants than what is stated in the guidelines above and may be assigned additional warrants if the

program is not fully exercised. Should such oversubscription occur, allocation shall be made to Participants who wishes to subscribe for additional warrants, pro rata in relation to the number of warrants they have been assigned in the first allocation.

Any warrants that are not assigned pursuant to the above or that have been repurchased shall be reserved for future recruitments of people within the above stated categories in the group until the end of the 2024 AGM, whereas stated guidelines shall apply.

The right to acquire warrants shall only be granted to those persons who, at the end of the application period, have not resigned or been terminated.

Transfer to Participants requires that the warrants legally can be acquired and that, according to the board of directors' assessment, can be made to reasonable administrative and financial efforts.

Warrants held by the Company, or a subsidiary designated by the Company, and which have not been transferred in accordance with section B, or which were later repurchased from Participants, may either be re-sold to employees within the group or cancelled by the Company following a resolution by the Company's board of directors. Cancellation shall be reported to the Swedish Companies Registration Office.

## 2. Price and payment

Transfer of warrants shall be made at market value at the time of the transfer, calculated using the Black & Scholes valuation model by an independent valuation institute. The valuation will be carried out by PwC.

Payment for allotted warrants shall be made in cash no later than 8 June 2023. The board of directors shall have the right to extend the payment period. In the event of a transfer to new employees, the board of directors shall determine a corresponding payment date. The warrants shall otherwise be subject to market conditions.

## 3. Pre-emption right and termination of employment

A prerequisite for the right to acquire warrants is that the Participant has entered into an option agreement with the Company. The option agreement, among other things, states that the warrants shall be subject to an obligation for Participants who wish to transfer or otherwise dispose of the warrants to a third part, to first offer the Company, or a subsidiary designated by the Company, to acquire the warrants. The warrants shall further be subject to a right for the Company, or a subsidiary designated by the Company, to repurchase the warrants if a Participant's employment in or assignment for the Company ceases during the term of the program.

### **Majority requirements etc.**

The CEO, or the person appointed by the board of directors, shall have the right to make such minor adjustments of the resolution which may be required for registration with the Swedish Companies Registration Office and Euroclear Sweden AB.

The resolution under a) and b) above shall be made by the AGM as one resolution. A valid resolution requires that the proposal is supported by shareholders with at least nine-tenth of both the votes cast and the shares represented at the meeting.

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Stockholm in April 2023

**Fragbite Group AB (publ)**

*The Board of Directors*

### **Other share-based incentive programs**

For information about the Company's other share-based incentive programs, please refer to the Company's Annual report 2022, Note 2. In addition to the programs described therein the Company has no other share-based incentive programs.

### **Preparation of the Board of Directors' proposal for Incentive Program 2023/2026**

The proposed Incentive Program 2023/2026 has been prepared by the Board of Directors after obtaining input from shareholders and advisors.

### **Valuation etc.**

Participants' acquisition of warrants shall be made at market value. Valuation of the warrants shall be based on calculation according to the Black & Scholes valuation model and accepted assumptions about, among other things, volatility and risk-free interest at the time of the transfer.

The preliminary value of the warrants has been calculated at SEK 0.59 per warrant based on a share price of SEK 3.0, an assumed subscription price of SEK 4.50 per share, a risk-free interest rate of 2.65 per cent, and a volatility of 45 per cent. The preliminary valuation has been carried out by PwC.

### **Dilution, costs, and effects on key figures**

Upon full subscription and full exercise of the proposed warrants, the Company's share capital may increase by a maximum of approximately SEK 44,999.222742 through the issue of a maximum of 2,700,000 shares, each share with a quota value of approximately SEK 0.016666, however, with reservation for any re-calculation in accordance with the full terms and conditions of the warrants as a result of new share issue etc. These new shares, when fully exercised, correspond to, approximately 3.0 per cent of the total number of shares and votes in the Company. The dilution has been calculated as the number of shares and votes that can be issued at the most, divided by the total number of shares and votes in the Company prior to such issue.

The current warrant program is expected to have a marginal impact on the Company's key figures. As the warrants of series 2023/2026 are to be transferred at market value at the time of transfer, the program is not deemed to entail any costs for the Company in the form of social security contributions or similar with regard to employees residing in Sweden.

Provided that the warrants are fully subscribed for, at a price corresponding to the estimated value in the example above under "Valuation etc." the Company will receive a total option premium of SEK 1,593,000. Upon full exercise of the warrants and at an assumed subscription price of SEK 4.5, the Company will in addition receive issue proceeds of SEK 12,150,000.

**TERMS AND CONDITIONS FOR WARRANTS 2023/2026 IN FRAGBITE GROUP AB (publ)**

**§ 1 Definitions**

In these terms and conditions, the following terms shall have the meaning stated below.

<b>“Share” or “Shares”</b>	Share or shares in the Company.
<b>“banking day”</b>	A day that is not a Sunday or other public holiday in Sweden, or which respect to the payment of promissory notes is not equivalent with a public holiday.
<b>“the Bank”</b>	The bank or account-operating institute retained by the Company from time to time to manage certain tasks pursuant to these terms and conditions.
<b>“the Company”</b>	Fragbite Group AB (publ), reg. no. 556990-2777.
<b>“Euroclear”</b>	Euroclear Sweden AB or central securities depository pursuant to Section 3 Chapter 1 of the Central Securities Depositories and Financial Instruments Accounts Act (1998:1479).
<b>“holder”</b>	Holder of a warrant.
<b>“market quotation”</b>	Trade on a regulated market or other organized market place.
<b>“subscription”</b>	Such subscription of shares in the Company, through exercise of a warrant, as referred to in Chapter 14 of the Swedish Companies Act (2005:551).
<b>“warrant”</b>	The right to subscribe for shares in the Company against payment in cash pursuant to these terms and conditions.

## **§ 2 Warrants**

The number of warrants amounts to a maximum of 2,700,000.

The Company shall issue warrant certificates payable to a specific person or to order, each representing one warrant or multiples thereof. The Company will effect exchanges and conversions of warrant certificates upon request from the holder of warrant.

The Company's board of directors is entitled to resolve that the warrants shall be registered with Euroclear in a securities register pursuant to the Central Securities Depository and Financial Instruments Accounts Act (1998:1479). In case such a resolution is not passed, what is stated in paragraph four–seven below shall not apply. In case such a resolution is passed, what is stated in paragraph four–six below shall apply instead of what is stated in paragraph two above.

The holder of a warrant shall, after a resolution according to the previous paragraph has been passed, upon the Company's request be obliged to immediately submit to the Company or Euroclear all the warrant certificates representing the warrants and supply the Company with the necessary information on the securities account in which the holder's warrants shall be registered according to the below.

The warrants shall be registered by Euroclear in a securities register pursuant to the Central Securities Depository and Financial Instruments Accounts Act (1998:1479) and consequently no physical securities will be issued.

The warrants will on behalf of the holder be registered in an account in the securities register of the Company. Registrations relating to the warrants as a result of measures pursuant to §§ 5, 6, 7 and 11 below will be carried out by the Bank. Other registrations measures regarding the account can be made by the Bank or other account-operating institute.

In the event that the Company's board of directors has passed a resolution in accordance with paragraph three above, the board of directors will be free to resolve, within the restrictions that may follow from law or other regulations, that the warrants shall no longer be registered by Euroclear in a securities register pursuant to the Central Securities Depository and Financial Instruments Accounts Act (1998:1479). If such a resolution is passed, what is stated in paragraph two above shall apply instead of what is stated in paragraphs four–six above.

## **§ 3 Right to subscribe for new shares**

For each warrant held, the holder shall have the right to subscribe for one (1) new share in the Company.

The subscription price of shares when exercising the warrants corresponds to 150 per cent of the volume-weighted average price for the Company's share on Nasdaq First North Growth Market from 15 May 2023 until 29 May 2023. However, the subscription price may never be less than the quota value of the share.

A re-calculation of the subscription price as well as the number of shares that each warrant entitles to can be made as set forth in § 7 below. Should such re-calculation result in the subscription price being less than the quotient value of share in the Company, the subscription price shall although correspond to the quotient value of the share.

Subscription may only be made in respect of the entire number of shares to which the total number of warrants entitles to and which one and the same holder wishes to exercise simultaneously. At such

subscription any excess portion of warrant shall be disregarded, which accordingly cannot be exercised. Such excess portion of the warrant will lapse without consideration.

#### **§ 4 Notification for subscription and payment**

Notification for subscription may be made during the period from and including 2 June 2026 up to and including 15 June 2026 or as from up to the earlier day which follows from § 7 below. If notification of subscription is not made within the period of time stated in the previous sentence, all rights according to the warrants cease to exist.

The application for subscription shall, for registration purposes, be made in a written notification on a specified form to the Company or to whom the Company assign. Where applicable the holder shall simultaneously submit to the Company the warrant certificates representing the number of warrants that the notification concerns. A notification for subscription is binding and may not be revoked by the subscriber.

When a notification for subscription is made, payment shall be made immediately in cash for the number of shares covered by the notification for subscription. Payment shall be made to an account designated by the Company.

#### **§ 5 Recording in share register etc.**

Following allotment, subscription is effected by the new shares being registered as interim shares in the securities account. Following registration at the Swedish Companies Registration Office, registration on the securities account becomes final. As set forth in § 7 below, the time for such final registration may be postponed under certain circumstances.

#### **§ 6 Dividends in respect of new shares**

Shares which are issued after subscription will entitle to dividends for the first time at the record date for dividends occurring immediately thereafter.

#### **§ 7 Re-calculation of subscription price etc.**

A. In the event the Company carries out a bonus issue, subscription shall – where notification of subscription is made at such time that it cannot be effected at the latest on the tenth calendar day prior to the shareholders' meeting which resolves upon the issue – be effected only after the shareholders' meeting has resolved to carry out the bonus issue. A share which is issued as a consequence of subscription executed after such a resolution shall be registered on an interim basis in the securities account and do not entitle to participation in the issue. Final registration in the securities account shall take place only after the record date for the issue.

In conjunction with subscriptions effected after the resolution to carry out the bonus issue, a re-calculated subscription price as well as a re-calculated number of shares which each warrant shall entitle to subscribe for shall apply. The re-calculations shall be made by the Company in accordance with the following formulas:

$$\text{re-calculated subscription price} = \frac{\text{previous subscription price} \times \text{number of Shares prior to the bonus issue}}{\text{number of Shares following the bonus issue}}$$

$$\begin{array}{l}
 \text{re-calculated number of Shares} \\
 \text{that each warrant entitles to} \\
 \text{subscribe for}
 \end{array}
 =
 \frac{
 \begin{array}{l}
 \text{the previous number of Shares that each} \\
 \text{warrant entitled to subscribe for x number} \\
 \text{of Shares following the bonus issue}
 \end{array}
 }{
 \begin{array}{l}
 \text{number of Shares prior to the bonus issue}
 \end{array}
 }$$

When re-calculating in accordance with the above formula, any shares held by the Company shall be disregarded. The re-calculated subscription price and number of shares, re-calculated in accordance with the above, shall be determined by the Company as soon as possible following the shareholders' resolution regarding the bonus issue, but will not be applied until after the record date for the issue.

B. In the event the Company carries out a reverse share split or a share split, subsection A above shall apply correspondingly, whereby the record date shall be deemed to be the date on which the reverse share split or share split is effected by Euroclear upon request by the Company.

C. In the event the Company carries out a new issue of shares - with pre-emptive rights for shareholders to subscribe for new shares in exchange for cash payment or payment through set-off of claims - the following shall apply with respect to the right to participate in the issue for shares which are issued as a consequence of the subscription through exercise of warrants:

1. Where the board of directors resolves to issue shares subject to approval by the shareholders or in accordance with an authorization by the shareholders, the resolution to issue shares shall set forth the last date on which subscription through the exercise of warrants shall be executed in order the shares, which are issued as a consequence of such subscription, shall entitle the holders to participate in the issue. Such date may not be earlier than ten calendar days following the resolution.

2. Where the shareholders have resolved upon the issue, the subscription – for which notification for subscription is made at such time that it cannot be effected on or before the tenth calendar day prior to the shareholders' meeting which decides upon the issue – shall be effected only after the Company has effected re-calculation in accordance with this subsection C, third last paragraph. Shares which are issued as a consequence of such subscription shall be registered on an interim basis in the share account and shall not entitle the holders to participate in the issue.

Where subscription is made at such time that no right to participate in the new issue arises, a re-calculated subscription price as well as a re-calculated number of shares which each warrant entitles to subscribe for shall apply. Re-calculations shall be made by the Company in accordance with the following formulas:



*re-calculated subscription price* = *the previous subscription price x the average stock exchange price of the Share during the subscription period set forth in the issue resolution (average Share price)*  
*the average Share price increased by the theoretical value of the subscription right calculated on the basis thereof*

*re-calculated number of Shares that each warrant entitles to subscribe for* = *the previous number of Shares that each warrant entitled to subscribe for x (the average Share price increased by the theoretical value of the subscription right calculated on the basis thereof)*  
*the average Share price*

The average share price shall be deemed to correspond to the average for each trading day during the subscription period of the calculated mean value of the highest and lowest price paid according to market quotation. In the absence of a quoted paid price, the bid price which is quoted as the closing price shall form the basis for the calculation. Days when no paid price or bid price is quoted, shall be excluded from the calculation.

The theoretical value of the subscription right shall be calculated according to the following formula:

*the value of a subscription right* = *the maximum number of new Shares which may be issued pursuant to the issue resolution x (the average Share price – the issue price for the new Share)*  


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*the number of Shares prior to the issue resolution*

When re-calculating in accordance with the above formula, any shares held by the Company shall be disregarded. If a negative value arises, the theoretical value of the subscription right shall be determined to be zero.

The re-calculated subscription price and the re-calculated number of shares as set forth above shall be determined by the Company two banking days after the expiration of the subscription period and shall apply to subscriptions executed thereafter.

During the period until the re-calculated subscription price and re-calculated number of shares that each warrant entitles to subscribe for are determined, subscription shall only be executed on a

preliminary basis, whereupon the full number of shares according to the not yet re-calculated number of shares will be registered in the share account on an interim basis. In addition, a special note shall be recorded to the effect that the warrant may entitle the holder to additional shares pursuant to the re-calculated number of shares. Final registration in the share account shall be effected following the determination of the re-calculations.

D. Where the Company carries out an issue in accordance with Chapter 14 or 15 of the Swedish Companies Act – with pre-emptive rights for shareholders to subscribe for new shares in exchange for cash payment or payment through set-off of claims – the provisions contained in subsection C, first paragraph, points 1 and 2, and subsection C, second paragraph, shall apply correspondingly, with respect to the right to participate in the issue for shares that have been issued as a consequence of subscription through exercise of the warrant.

Where subscriptions are made at such time that no right to participate in the issue arises, a re-calculated subscription price as well as a re-calculated number of shares which each warrant entitles to subscribe for shall be applied. Re-calculations shall be made by the Company in accordance with the following formulas:

$$\begin{array}{l}
 \text{re-calculated} \\
 \text{price}
 \end{array}
 \quad
 \begin{array}{l}
 \text{subscription} \\
 =
 \end{array}
 \quad
 \begin{array}{l}
 \text{previous subscription price x the average stock} \\
 \text{exchange price of the Share during the} \\
 \\
 \text{subscription period set forth in the resolution} \\
 \text{approving the issue (average} \\
 \text{Share price)} \\
 \\
 \hline
 \text{the average Share price increased by the} \\
 \text{value of the subscription right}
 \end{array}$$
  

$$\begin{array}{l}
 \text{re-calculated number of} \\
 \text{Shares that each warrant} \\
 \text{entitles to subscribe for}
 \end{array}
 \quad
 \begin{array}{l}
 = \\
 \\
 \text{previous number of Shares that each} \\
 \text{warrant entitles to subscribe for x (the} \\
 \text{average Share price increased by the value} \\
 \text{of the subscription right)} \\
 \\
 \hline
 \text{average Share price}
 \end{array}$$

The value of the subscription right shall be deemed to correspond to the average mean value of the highest and lowest prices paid for such rights each trading day during the subscription period according to market quotation. In the absence of a quoted paid price, the final bid price shall form the basis for the calculation. Days when no paid price or bid price is quoted, shall be excluded from the calculation.

The re-calculated subscription price and the re-calculated number of shares as set forth above shall be determined by the Company two banking days after the expiration of the subscription period and shall apply to subscriptions made after such time.

In relation to subscriptions effected during the period until the re-calculated subscription price and re-calculated number of shares have been determined, the provisions set forth in the final paragraph of subsection C above shall apply correspondingly.

E. In the event the Company, under circumstances other than those set forth in subsections A–D above, directs an offer to the shareholders, with pre-emptive rights pursuant to the principles set forth in Chapter 13, section 1 of the Swedish Companies Act, to acquire securities or rights of any kind from the Company, or where the Company resolves, pursuant to the above stated principles, to distribute to its shareholders such securities or rights without consideration (the offer), a re-calculation of the subscription price and the number of shares each warrant entitles to subscribe for shall be applied, with respect to subscriptions requested at such a time that the thereby acquired shares do not carry rights to participate in the offer. The re-calculations shall be made by the Company in accordance with the following formulas:

$$\begin{array}{l}
 \text{re-calculated subscription price} \\
 \text{price}
 \end{array}
 =
 \frac{\begin{array}{l}
 \text{previous subscription price} \times \text{the average} \\
 \text{stock exchange price of the Share during the} \\
 \text{notice period set forth in the offer (the average Share} \\
 \text{price)}
 \end{array}}{\begin{array}{l}
 \text{average Share price increased by the value} \\
 \text{of the right to participate in the offer}
 \end{array}}$$
  

$$\begin{array}{l}
 \text{re-calculated number of} \\
 \text{Shares that each warrant} \\
 \text{entitles to subscribe for}
 \end{array}
 =
 \frac{\begin{array}{l}
 \text{previous number of Shares that each} \\
 \text{warrant entitles to subscribe for} \times \text{(the average} \\
 \text{Share price increased by the value of the} \\
 \text{purchase right)}
 \end{array}}{\text{average Share price}}$$

The average share price is calculated in accordance with the provisions set forth in subsection C above.

In the event the shareholders received purchase rights and trading in such rights has taken place, the value of the right to participate in the offer shall be deemed to be equivalent to the value of the purchase right. The value of the purchase right in such circumstances shall be deemed to correspond to the average mean value of the highest and lowest prices paid each trading day during the application period according to market quotation. In the event no paid price is quoted, the bid price quoted as the closing price shall be used in the calculation instead. Days when no paid price or bid price is quoted, shall be excluded from such calculation.

In the event the shareholders have not received purchase rights or where such market quotation of purchase rights mentioned in the previous paragraph has otherwise not taken place, re-calculation of the subscription price and number of shares shall take place, thereby applying, to the greatest extent possible, the principles set forth above in this subsection E, whereupon the following shall apply. If market quotation of the securities or rights which are offered to the shareholders takes place, the value of the right to participate in the offer shall be deemed to correspond to the average of the

calculated mean values, for each trading day during a period of 25 trading days commencing on the first day for the market quotation, of the highest and lowest price paid during the said day, for transactions in these securities or rights at the market place, where applicable, decreased by any consideration paid for such securities or rights in connection with the offer. In the absence of a quotation of paid price, the last bid price quoted shall be used in the calculation instead. If neither a selling price nor a bid price is quoted on certain given day or days, such day shall be excluded from the calculation of the value of the right to participate in the offer. When re-calculation of the subscription price and the number of shares is made according to this paragraph, the above mentioned period of 25 trading days shall be deemed to correspond to the application period determined in the offer. In the event no such market quotation takes place, the value of the right to participate in the offer shall, to the greatest extent possible, be based upon the change in the market value of the Company's shares, which may be deemed to have occurred as a consequence of the offer.

The subscription price and number of shares re-calculated in accordance with the above shall be determined by the Company as soon as possible after the expiration of the offer and shall be applied on subscriptions which are effected after such determination.

In relation to subscriptions which are effected during the period until the re-calculated subscription price and re-calculated number of shares have been determined, the provisions set forth in the final paragraph of subsection C above shall apply correspondingly.

F. Where the Company carries out a new share issue or an issue in accordance with Chapter 14 or 15 of the Swedish Companies Act – with pre-emptive rights for the shareholders to subscribe for new shares in exchange for cash payment or payment through set-off of claims – the Company is entitled to decide that all holders are entitled to the same pre-emptive rights that are bestowed upon the shareholders. In connection with this, each holder, disregarding that subscription has not been made, will be considered as owners of the number of shares that the holder would have received if the subscription had been executed before the issue.

Should the Company direct such an offer intended in subsection E above, to its shareholders, the provisions set forth in previous paragraph will apply correspondingly. However, the number of shares which the holder shall be deemed to be owner of shall be determined after the subscription price which applied at the time of the resolution of the offer.

If the Company was to give the holders pre-emptive rights, in accordance to the provisions set forth in subsection F, re-calculation according to subsections C, D or E, shall not be made.

G. In the event the Company resolves to pay a cash dividend to the shareholders which together with other, dividends paid during the same financial year, exceeds fifteen (15) percent of the average share price during a period of 25 trading days immediately preceding the day on which the board of directors of the Company announces its intention to submit a proposal to the shareholders' meeting regarding such dividend, re-calculation of the subscription price and the number of shares each warrant entitles the holder to subscribe for, shall be made regarding subscriptions requested at such a time, that the shares thereby received do not carry rights to receive such dividend. The re-calculation shall be based upon the portion of the total dividend exceeding fifteen (15) percent of the average price of the shares during the above mentioned period (extra-ordinary dividend). The re-calculation shall be made by the Company in accordance with the following formulas:

$$\begin{array}{l}
 \text{re-calculated} \\
 \text{price}
 \end{array}
 \text{ subscription} = \frac{\begin{array}{l}
 \text{previous subscription price} \times \text{the average stock} \\
 \text{exchange price of the Share during a period of} \\
 \text{25 trading days calculated from the day on} \\
 \text{which the Share is quoted without any right to} \\
 \text{extra-ordinary dividend (the average Share price)}
 \end{array}}{\begin{array}{l}
 \text{average Share price increased by the extraordinary} \\
 \text{dividend paid per Share}
 \end{array}}$$

$$\begin{array}{l}
 \text{re-calculated} \\
 \text{Shares that each warrant} \\
 \text{entitles to subscribe for}
 \end{array}
 \text{ number of} = \frac{\begin{array}{l}
 \text{previous number of Shares that each warrant} \\
 \text{entitles to subscribe for} \times \text{(the average Share} \\
 \text{price increased by the extra-ordinary dividend} \\
 \text{paid per Share)}
 \end{array}}{\begin{array}{l}
 \text{average Share price}
 \end{array}}$$

The average share price shall be deemed to correspond to the average during the period of 25 trading days set out above of the calculated mean value for each trading day of the highest and lowest price paid at market quotation. In the event no paid price is quoted, the final bid price shall form the basis of the calculation. Days when no paid price or bid price is quoted, shall be excluded from the calculation.

The re-calculated subscription price and the re-calculated number of shares shall be determined by the Company two banking days after the expiration of the period of 25 trading days set out above and shall apply to subscriptions executed thereafter.

In the event that notification for subscription of shares has been made but, due to the regulations in § 6 above, final registration on the securities account has not been made, it shall be specifically noted that each warrant after re-calculations can entitle to additional shares. Final registration in the securities account is made after the re-calculations has been determined, but in no event earlier than the time stated in § 6 above. In the event that the Company is not a CSD company, subscription for shares is effected by the new shares being registered as interim shares in the Company's share register. Final registration in the share register is made after the re-calculated subscription price and the re-calculated number of shares which each warrant entitles to have been determined.

H. In the event the Company's share capital is reduced through a repayment to the shareholders that is compulsory, a re-calculation shall be made of the subscription price as well as the number of shares which each warrant entitles the holder to subscribe for. The re-calculations shall be carried out by the Company in accordance with the following formulas:

$$\begin{aligned}
 & \text{re-calculated subscription price} = \frac{\text{previous subscription price} \times \text{the average stock exchange price of the Share during a period of 25 trading days calculated from the day on which the Share is quoted without any right to participate in the distribution (the average Share price)}}{\text{average Share price increased by the amount repaid per Share}}
 \end{aligned}$$

$$\begin{aligned}
 & \text{re-calculated number of Shares that each warrant entitles to subscribe for} = \frac{\text{previous number of Shares that the warrant entitles to subscribe for} \times \text{(the average Share price of the Share increased by the amount repaid per Share)}}{\text{average Share price}}
 \end{aligned}$$

The average share price is calculated in accordance with the provisions set forth in subsection C above.

When re-calculating according to the above and in the event that reduction is effected through redemption of shares, a repayment amount according to the calculation below shall be used instead of the actual amount that will be repaid per share according to the following:

$$\begin{aligned}
 & \text{C} \qquad \qquad \qquad \text{the actual amount that has been repaid per} \\
 & \qquad \qquad \qquad \text{redeemed Share reduced by the average stock} \\
 & \text{AI} \qquad \qquad \qquad \text{exchange price of the Shares during a 25 day} \\
 & \qquad \qquad \qquad \text{period immediately prior to the day the Share} \\
 & \text{calculated repayment per Share} = \frac{\text{is quoted without the right to participate in the reduction (the average Share price)}}{\text{the number of Shares in the Company that serves as basis for the redemption of Shares reduced with the number 1}}
 \end{aligned}$$

The average share price is calculated in accordance with the provisions set forth in subsection C above.

The re-calculated subscription price and re-calculated number of shares shall be determined by the Company two banking days after the expiration of the above stated period of 25 trading days, and shall apply to subscriptions made after such time.

Subscriptions shall not be executed during the period commencing with the adoption of the resolution to reduce the share capital up to and including the day on which the re-calculated subscription price and re-calculated number of shares is determined.

In the event the Company's share capital is reduced through redemption of shares with repayment to the shareholders where such reduction is not compulsory, or in case the Company – without reducing the share capital – should carry out a repurchase of its own shares, but where in the Company's opinion, the measure due to its technical structure and financial effects, is equivalent to a compulsory reduction, the re-calculation of the subscription price as well as of the number of shares that each warrant entitles to subscription of shall be made by applying, to the extent possible, the principles set forth in subsection H.

I. In the event the Company carries out a change of the currency of its share capital resulting in that the share capital of the Company shall be determined in a currency other than SEK, the subscription price shall be re-calculated into the same currency as the currency of the share capital and be rounded off to two decimals. Such re-calculation of the currency shall be made with application of the exchange rate which has been used when re-calculating the currency of the share capital.

The re-calculated subscription price in accordance with above shall be determined by the Company and shall be applied on subscriptions which are effected as from the day the currency change of the share capital became effective.

J. In the event that the Company carries out measures set forth in subsections A-E or subsections G-I above and, if the application of the intended re-calculation formula, according to the Company's opinion, with regard to the technical structure or for another reason, may not be possible or result that the economic compensation the holders shall receive becoming unreasonable in relation to that of the shareholders, the Company shall make the re-calculation of the subscription price as well as the number of shares that each warrant entitles the holder to subscribe for, for the purpose of the re-calculation leading to a reasonable result.

K. In conjunction with re-calculations in accordance with the above, the subscription price shall be rounded to the nearest SEK 0.10, whereupon SEK 0.05 shall be rounded upwards and the number of shares rounded off to two decimals. In the event that the subscription price is determined in another currency than SEK, the subscription price shall, upon re-calculation in accordance with the above, be rounded off to two decimals.

L. In the event it is resolved that the Company shall enter into liquidation according to Chapter 25 of the Swedish Companies Act application for subscription may not thereafter be made regardless of the grounds for liquidation. The right to make notification for subscription shall terminate upon the resolution to place the Company in liquidation regardless of whether such resolution has entered into effect.

No later than two months prior to the determination by the shareholders' meeting as to whether the Company shall be placed into voluntary liquidation according to Chapter 25, section 1 of the Swedish Companies Act, notice shall be given to the holders in accordance with § 9 below in respect of the intended liquidation. The notice shall state that notification of subscription for new shares may not be

made following the adoption of a resolution by the shareholders' meeting to place the Company in liquidation.

In the event the Company gives notice of an intended liquidation in accordance with the above, each holder – irrespective of what is set forth in § 4 regarding the earliest time at which notification for subscriptions may be made – shall be entitled to make a notification for subscription from the day on which the notice is given, provided it is possible to effect subscription not later than the tenth calendar day prior to the shareholders' meeting at which the issue of the Company's liquidation shall be addressed.

M. In the event the shareholders' meeting approves a merger plan, in accordance with the Swedish Companies Act, Chapter 23, section 15, pursuant to which the Company is to be merged into another company, notifications for subscription may not thereafter be made.

No later than two months prior to a final determination by the Company in respect of a merger as set forth above, notice shall be given to holders in accordance with § 9 in respect of the intended merger. The notice shall set forth the principal contents of the intended merger plan and each holder shall be notified that subscription may not be made following a final decision regarding the merger in accordance with the provisions set forth in the preceding paragraph.

In the event the Company gives notice regarding a planned merger in accordance with the above, each holder – irrespective of what is set forth in § 4 regarding the earliest time at which notifications for subscription may be made – shall be entitled to make a notification for subscription from the date on which the notice is given regarding the intended merger, provided that it is possible to effect subscription not later than the tenth calendar day prior to the shareholders' meeting at which the merger plan pursuant to which the Company is to be merged into another company is to be approved.

N. In the event the Company's board of directors prepares a merger plan in accordance with the Swedish Companies Act, Chapter 23, section 28, pursuant to which the Company is to be merged into another company the following shall apply.

In the event the Company's board of directors publishes its intention to prepare a merger plan in accordance with the legislation referred to in the preceding paragraph, the Company shall, provided that the final day for notification for subscription pursuant to § 4 above occurs after such publication, determine a new final date for notification for subscription (expiration date). The expiration date shall occur within 60 days of the publication.

If publication has been made in accordance with the above set forth in this subsection N, each holder – irrespective of what is set forth in § 4 regarding the earliest time at which notification for subscription may be made – shall be entitled to such notification to and including the expiration date. Not later than four weeks prior to the expiration date, the Company shall notify the holders, pursuant to § 9 below, of such right and that notification for subscription may not be made after the expiration date.

O. Where the shareholders' meeting adopts a resolution to approve a division plan pursuant to Chapter 24 of the Swedish Companies Act, pursuant to which all the assets and liabilities of the Company are taken over by two or more other companies, notification for subscription may not thereafter be made.

No later than two months prior to final determination by the Company in respect of a division as set forth above, notice shall be given to holders in accordance with § 9 below of the intended division. The notice shall set forth the principal contents of the intended division plan and each holder shall be notified that subscription may not be made following a final decision regarding the division.



In the event the Company gives notice regarding a intended division in accordance with the above, each holder – irrespective of what is set forth in § 4 regarding the earliest time at which notification for subscription may be made – shall be entitled to make a notification for subscription from the date on which notice is given, provided it is possible to effect subscription not later than the tenth calendar day prior to the shareholders’ meeting at which the division plan is to be approved.

P. Notwithstanding the provisions set forth in subsections L, M, N and O above stating that notifications for subscriptions may not be made following the decision of liquidation, approval of a merger plan, the end of a new expiration date at a merger or approval of a division plan, the right to make a notification for subscription shall be reinstated in the event the liquidation is terminated or where the merger plan or division plan is not executed.

Q. In the event the Company is declared bankrupt, notification for subscription may not thereafter be made. Where, however, the bankruptcy decision is reversed by a court of higher instance, notification for subscription may again be made.

R. In the event a shareholder, directly or indirectly, holds more than 50 percent (change of control), each holder – irrespective of what is set forth in § 4 regarding the earliest time at which notification for subscription may be made – shall be entitled to make a notification for subscription on the date which disclosure is made by the shareholder regarding the change of control.

S. In the event the Company applies for delisting of the Company’s shares on Nasdaq First North Growth Market, each holder – irrespective of what is set forth in § 4 regarding the earliest time at which notification for subscription may be made – shall be entitled to make a notification for subscription on the date which disclosure is made regarding the intention to delist.

#### **§ 8 Nominee**

If a warrant is registered with a nominee pursuant to the Central Securities Depository and Financial Instruments Accounts Act (1998:1479), such nominee shall be regarded as the holder where these terms and conditions are applied.

#### **§ 9 Notices**

Notices concerning the warrants shall be sent to each holder who has informed the Company of his/her mail address in writing.

In the event that the warrants are registered with Euroclear in a securities register pursuant to the Central Securities Depository and Financial Instruments Accounts Act (1998:1479), notices concerning the warrants shall, instead of what is stated in the previous paragraph, be sent to each registered holder or another right holder who is registered in an account in the Company’s securities register.

Notices shall also be given to the market place and be made public in accordance with the rules applicable to such market place.

#### **§ 10 Right to represent the holders**

The Bank is authorized to represent the holders in questions of formal nature which concern the terms and conditions of the warrants, without any specific mandate from the holders.

#### **§ 11 Amendments of terms and conditions**

The Company is entitled to amend these terms and conditions to the extent it is required by legislation, court decisions, decisions of authorities or Euroclear, or if there under other circumstances – according

to the Company's opinion – are practical reasons that are appropriate or necessary and the holders' rights are in not materially deteriorated.

#### **§ 12 Confidentiality**

The Company, the Bank or Euroclear may not without necessary authorization disclose information regarding the holders to third parties. The Company shall be entitled to the following information from Euroclear about the holder's account in the share register of the Company:

1. The holder's name, personal identity number or other identity number and address.
2. The number of warrants.

#### **§ 13 Limitation of the Company's, the Bank's and Euroclear's liability**

With respect to the actions incumbent on the Company, the Bank or Euroclear, none of the Company, the Bank or Euroclear – in the case of Euroclear, subject to the provisions of the Central Securities Depository and Financial Instruments Accounts Act (1998:1479) – shall be held liable for damage arising as a result of Swedish or foreign legislation, any action of a Swedish or foreign authority, acts of war, strikes, blockades, boycotts, lockouts, or similar circumstances. The exemption in respect of strikes, blockades, boycotts and lockouts applies also in cases where the Company, the Bank or Euroclear itself takes or is the subject of such measure or conflict.

Nor shall the Company, the Bank or Euroclear be liable for damage arising in other cases if the Company, the Bank or Euroclear, as appropriate, has exercised normal caution. In addition, under no circumstances shall the Company or the Bank be held liable for any indirect damage.

If the Company, the Bank or Euroclear is hindered from making payment or taking any measure due to a circumstance referred to in the first paragraph, the taking of such measure may be postponed until such hinder no longer exists.

#### **§ 14 Applicable law and dispute resolution**

These terms and conditions and relating legal matters shall be governed by Swedish law.

Any dispute with respect to these terms and conditions shall be decided through arbitration according to the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration shall take place in Stockholm and the Swedish language shall be used.

Arbitration called for in accordance with this arbitration clause is subject to confidentiality. The confidentiality applies for all information which is obtained during the procedure as well as the decision or the arbitration decision which is communicated as a result of the procedure. Information covered by confidentiality may not in any form be forwarded to a third party. If the warrants are transferred to a third party, such third party shall automatically be bound by this arbitration clause.

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